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1. General

All our contracts are subject to the following terms and conditions unless agreed to the contrary in writing: These terms and conditions are deemed acknowledged and agreed by signing the contract. Any terms and conditions – of any nature – contrary to our general terms and conditions shall be completely inapplicable and invalid, irrespective of the form in which they were brought to our knowledge. Deviations from these general terms and conditions shall be effective only if they have been agreed and confirmed by us in writing. Any agreement to abandon this formal requirement must equally be in writing and signed by both parties. Silence concerning any terms and conditions that deviate from our standard conditions shall not be regarded as consent.

2. Quotations | prices | contractual content

- 2.1. Our quotations remain valid for 60 days after submission, subject to changes in accordance with Point 2.5.
- 2.2. Information in our our catalogues is not contractually binding (see also Point 3).
- 2.3. All our prices are understood to be in Euros and exclusive of VAT. Unless agreed to the contrary, the prices to be invoiced will be our list prices at the time of concluding the contract. These prices are ex works, excluding packaging, freight and/or shipping. Where consignment and delivery have been contractually agreed, prices do not include costs for unloading and transportation to the working site. Risk and rights of use are transferred to our contractual partner at the time of shipment. Delivery is thus always ex works.
- 2.4. Delivery lead times and dates are binding provided they have been promised by us in writing. This commitment lapses if our contractual partner requests modification of the order after placing the order or if obstacles outside our control occur, due for instance to force majeure or late delivery by our suppliers.
- 2.5. Changes to economic circumstances
 If new circumstances arise outside our control, such as materials, taxes, wage rates, strike, war, terrorist attacks, blockades, fire, natural catastrophes or acts of God, we are entitled to amend our quotations and contracts accordingly. This applies particularly in the event that the prices of copper or aluminium rise by more than 10%. In all these cases we are entitled, even after concluding the contract, to amend our prices and due dates.

3. Design and specification

Selection and dimensioning is the customer's responsibility, because we are not familiar with the design criteria such as installation location and type of application. On request we can provide support during selection and specification and make proposals with subassembly drawings and calculations based on your application parameters. This drawing including the parts list is subject to checking by you and approval by us. The drawing checked and approved by you is the basis for production and assembly.

4. Technical modifications during the contract

We are entitled to implement technical modifications after the conclusion of the contract, provided such modifications do not affect the contractual guaranteed performance of the goods.

5. Warranty and liability for defects

- 5.1. The warranty period is 1 year, without exception. Changes to the warranty period require our express commitment in writing.
- 5.2. Trial runs without load and under load in normal operating conditions (according to your design parameters) are necessary to ensure reliable operation.

We perform our trials under no-load conditions, not under load, but under the customer's installation conditions.

These on-site trial runs are necessary to achieve system alignment and to eliminate any factors which may impair operation. We do not accept any liability for damage that is traceable back to the non-performance of on-site trials under load and representative working conditions. Furthermore we do not accept any liability, except where we have entered into a written assurance to the contrary, for installation of our products in any type of land vehicle, aircraft or water craft.

- 5.3. Our contractual partners are obligated to verify goods after delivery and, if necessary, inform us in writing immediately, and in any case no later than within 14 days after delivery, about any defects. If no notice of defects is communicated within this time limit, the goods that are delivered are deemed approved and warranty claims –and damage claims shall be excluded.
- 5.4. Our liability shall be limited to intentional and severe gross negligence. Any liability for ordinary negligence, for consequential damages, financial loss, loss of profit, loss of interest or for damages resulting from claims of third parties shall be excluded.
- 5.5. **Mechatronic products**
 Especially for applications that are installed outdoors, the equipment is subject to environmental conditions to an increased degree. If malfunctions arise, we require documentary evidence of the cause, such as environmental influences or product defects.
- 5.6. **Rectification of defects**
 If product defects are accepted, the defective parts must be returned to us without delay, together with documentation of the defect. Your analysis of the cause of the defect is the basis for our laboratory testing and sustained defect prevention measures. The transport costs will be borne by the sender in each case.

6. Retention of title

- 6.1. All goods delivered shall remain our sole property until complete payment of the purchase price.
- 6.2. Our contractual partner is obliged to treat the goods carefully as long as retention of title applies to the delivered goods. If maintenance and/or inspection work is necessary, our contractual partner shall carry out such work regularly at his own expense.
- 6.3. Installation or modification of the delivered contractual goods will not result in loss of title to those goods.
 Our contractual partner is not entitled to resell the delivered contractual goods as long as retention of title remains in force.

7. Place of performance | Applicable law | Place of jurisdiction

The exclusive place of performance for all contractual relations is A-6890 Lustenau. Austrian law applies exclusively, with exclusion of the tie-breaker rule.

All legal disputes arising from or relating to the business relations and contracts shall be subject to the exclusive jurisdiction of the court having competence A-6800 Feldkirch.

8. Severability clause

Should any individual provisions in the above general terms and conditions be or become invalid, either in part or in full, this will not affect the validity of the other provisions.

The invalid provision will be replaced by a ruling that is as close as possible in economic purpose to the invalid provision in a legally effective and practicable form.