

Terms and Conditions of Service

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The procedures for the servicing activities of SEW-EURODRIVE Kft. (hereinafter “SEW”) are governed by our Terms and Conditions of Service (hereinafter the “Terms”), which you are reading. The terms and conditions of the services not covered by the Terms are subject to individual agreement. Inasmuch as you have products serviced by us after the publication of this document, you will be deemed to have read and accepted our Terms.

Please provide the exact address where we can perform the requested service or return the repaired equipment, as well as the name and contact details of a person who will represent you in the matter. If the billing address is different from the address provided, please let us know.

Terms and conditions of servicing in our workshop

To arrange servicing, please package the faulty product and return it to our premises. If you call or email us in advance with a description of the fault and the exact type and serial number of the equipment (or a photo of the data plate), we can prepare for the inspection and repair of the equipment. If necessary, we will arrange for the faulty equipment to be transported to a service centre abroad.

When servicing SEW equipment, we first inspect the equipment and identify any faulty parts. In our experience, the inspection takes a maximum of one and a half hours. The final inspection fee will depend on the number of hours worked.

Based on the results of the inspection, we will prepare a repair quote for the repair and send it to you. Based on this quote, you can choose to either order the repair, return the equipment without repair or ask us to dispose of it in a professional and environmentally friendly manner. The inspection and repair fees depend on the product category (see *Product categories* and *Service fees* section).

Important information:

- You only have to pay the cost of the inspection if you do not request the device to be repaired or if you do not order a new replacement product from SEW after the inspection.
- We charge shipping costs in addition to the cost of the repair if the product is returned repaired, and shipping and handling costs if the product is returned with no repair having been carried out.
- If, when ordering a new replacement device, you do not make a written statement about what you want to happen with the defective device, we will automatically dispose of it in an environmentally friendly manner.
- If you order the device to be inspected and returned without repair, we will return the device disassembled (to the extent that was necessary to carry out the inspection).
- Upon prior arrangement, personal pick-up is possible within three working days of the order, after which we will arrange delivery by courier at your expense.
- If the repair or a new replacement product is not ordered in writing within one month of the date of sending the repair offer, SEW will not be liable for the device taken over for inspection or repair work.

Terms and conditions of servicing outside our workshop

When SEW devices are serviced on-site, we first conduct a consultation to assess which devices are being used for what, and whether this relates to commissioning, modification, retrofit migration or troubleshooting.

In order to carry out the service, please send us the exact type and serial number of the equipment (or a photo of the data plate) and the existing parameter files, as well as wiring diagrams and technical data sheets of related equipment not distributed by SEW.

Based on the results of the consultation, we will prepare a quote and send it to you. The quote will include the estimated working hours. During the on-site service, we fill in a worksheet showing the number of hours and dates actually worked, as well as the materials, parts and tools used during the service. The order confirmation will be adjusted according to the number and date of these working hours compared to the quote. Working hours are counted from when the equipment to be repaired leaves SEW's office in Budapest until it returns. You can find our on-site service rates in the current *Service Fees Annex*.

The duration of on-site work can be shortened if the device has already been installed by the time our employee arrives (if necessary with the help of telephone/email support), or if a competent person (mechanic, maintenance technician) is available to assist our employee with any installation problems, modifications and machinery operation while he or she is working. During the service, it is possible that the equipment may be out of production.

Important information:

- Servicing includes checking the correct connection of the device, making hardware and software adjustments and testing the correct operation of the drive.
- If preparation is required for the on-site servicing (e.g. tool assembly, preparing stock items and program coding), these working hours will be included in the quote or worksheet based on the above rates.
- In general, on-site installation is the responsibility of the customer, and is carried out by the local maintenance technician or installer. Of course, we provide professional assistance and support on site for this as well.
- The preparation and modification of the technical documentation (drawings, data sheets, declarations of conformity, etc.) of the machine is carried out by the machine manufacturer/end user, for which all the necessary documents are provided.
- Our mechanics work exclusively on SEW products. You, or the technician you have contracted, are responsible for setting up products from other manufacturers (e.g. PLC).

Terms and conditions of SEW's voluntary warranty for repairs/services carried out by SEW

Although SEW is not obliged under the applicable legal provisions to provide a warranty for the repair and servicing it carries out, SEW does assume a voluntary warranty for the repair and servicing it carries out within 24 months from the date of the repair/servicing (delivery of the repaired product to the Customer), subject to the following conditions (hereinafter the "warranty period"). In order to make a warranty claim, it is necessary to report the failure in writing (letter or email) with a precise description of the failure, to present an invoice for the repair/servicing, and hand in or return the device to SEW. The Customer shall bear the associated shipping costs and risks.

SEW shall be released from its warranty obligation if it proves that the defect occurred after SEW repaired the equipment.

The warranty shall not cover defects resulting in particular, but not exclusively, from the improper use of the device by the Customer or by any person acting in its interest, or from the improper acts or omissions of persons under the Customer's responsibility, in particular, but not exclusively, in the following cases:

- the defect is caused by improper or unprofessional use after the repair/servicing, in particular, but not exclusively, by excessive use; or
- the defect is the result of incorrect assembly or installation by the Customer or a third party, despite the installation manual having been supplied with the device, or
- the defect is caused by natural wear and tear, improper or negligent handling, the use of inappropriate fuels, the use of inappropriate replacement parts, faulty construction work, failure to follow the user manual, improper conditions of use, in particular if the defect occurs under adverse chemical, physical, electromagnetic, electrochemical or electrical, weather or natural conditions or as a result of excessively high or excessively low ambient temperatures.

Due to the nature of devices distributed by SEW and that SEW has previously repaired or serviced, SEW is unable to confirm the validity of the notified warranty claim at the time of notification. This means that the Customer has to hand over the device to SEW against receipt as a condition of its warranty claim in order to verify the validity of the warranty claim.

SEW shall inspect the device as soon as possible, but no later than 30 working days after receiving it, and shall notify the Customer in writing of the results of its inspection / expert opinion.

SEW will not provide a replacement or substitute device for the duration of the inspection.

This warranty is conditional upon both parties accepting the results of the inspection by SEW / SEW's expert opinion as to the validity of the warranty claim.

Under this voluntary warranty, SEW shall provide the Customer with free repair or servicing of the defective and warranty-covered device. Any other claims by the Customer under this warranty are excluded. This shall be without prejudice to any other existing statutory rights of the claimant, in particular warranty rights.

If ownership of the product is transferred, the new owner may enforce the rights arising from the warranty against SEW, which assumes the warranty, but must provide SEW with credible proof of ownership of the product and of previous repair/servicing by SEW (copy of invoice and/or contract) at the same time as making notification of the warranty claim.

The warranty claim is valid within the warranty period, and the warranty period does not start again after the repair. If SEW fails to comply with its obligation within a reasonable time at the Customer's request, the warranty claim may be enforced before a court within three months after the deadline set in the request, even if the warranty period has already expired. Failure to meet this deadline will result in the loss of rights.

Export restrictions and export compliance

(1) The Parties acknowledge that the sale of goods and/or provision of services or parts thereof, in particular the export and transit of goods, transfer of technology, trade and intermediation, technical assistance or provision of economic resources may be subject to EU, German, US or other country-specific export control laws and regulations (e.g. restrictions on countries, persons and use), as well as financial sanctions (hereinafter "Export Control Regulations").

(2) The Customer shall duly and fully inform SEW of these circumstances in advance. All orders are therefore valid only if and on condition that the product and/or service is not subject to a prohibition of delivery/service under the above rights and all necessary licenses, permits and approvals required for SEW's performance have been issued and are available. Unless otherwise agreed between the Parties, the Customer shall be responsible for obtaining any licenses and permits, and for ensuring compliance.

(3) The Parties shall comply with all relevant Export Control Regulations, in particular all applicable regulations in the country of destination. The Parties acknowledge that the sale of goods and/or provision of services covered by such Export Control Regulations may be subject to authorisation, or may be prohibited. In the event that an applicable Export Control Regulation would permanently prevent SEW or the Customer from complying with this agreement, either party shall have the right to terminate the agreement for the supply of the goods and/or services concerned, in whole or in part.

(4) Any delays caused by the competent export control authorities' licensing procedures will extend the time limit for completion accordingly. This applies in particular to delivery deadlines.

(5) Claims for damages related to the rejection or delay of an application are excluded in respect of export control regulations, except where they relate to damage resulting from injury to life, limb or health, or where the damage was caused intentionally or through gross negligence by either party.

(6) The Parties undertake to cooperate in the licensing procedures. Upon request, each Party shall promptly provide the other Party with the relevant information/documents (e.g. end-user certificates) necessary for the application procedure.

(7) The Customer undertakes, in the event of any resale of the products, to observe the above export restrictions and also undertakes to comply with and enforce compliance with them. Any damage which SEW may suffer as a result of the Customer's failure to comply with the above, or violation of the same, shall be compensated by the Customer immediately and in full upon SEW's request.

Exclusion of acceptance of equipment contaminated with hazardous substances

With regard to occupational health and safety and environmental protection regulations, we do not accept for repair products contaminated with hazardous substances and we do not clean or neutralise them.

SEW will only accept the product for repair if the Customer meets all of the following conditions:

- the equipment has been professionally cleaned of hazardous contamination (e.g. by dry-cleaning, pressure washing or other procedures depending on the type of contamination), and
- the Customer makes a written declaration that the equipment is not contaminated with hazardous substances and that its handling, dismantling or repair does not pose a risk to health or the environment.

SEW is entitled to refuse to accept the equipment if any of the above conditions is not met.

If contamination is discovered after acceptance, SEW is entitled to suspend the repair work immediately and return the product at the Customer's expense.

Products contaminated with hazardous substances include, but are not limited to, units affected by the following substances:

- allergenic chemicals (e.g. latex, isocyanates, formaldehyde, cleaning agents, disinfectants),
- infectious substances (e.g. waste water, sewage sludge, blood or body fluids, biological waste),
- flammable substances (e.g. petrol, diesel oil, alcohols, solvents, paints, thinners),
- corrosive, caustic substances (e.g. acids, alkalis, battery acid, bleach, industrial cleaning agents),
- toxic substances (e.g. medicines, pesticides, insecticides, nicotine, heavy metals),
- reactive substances (e.g. peroxides, oxidising agents, water-reactive substances),
- explosive materials (e.g. explosives, materials posing a dust explosion hazard),
- radioactive materials (e.g. radiation sources used in industrial measuring instruments, radioactive markers).