

PULVIS Starting Clutches are guaranteed by us pursuant to the General Conditions of Guarantee published by the Austrian Machine Industry Trade Association (Österreichischer Fachverband der Maschinenindustrie) on 1st January 2002, but with the following additions:

Guarantee Period: 12 months from the date of delivery, or

6 months in cases of multi-shift regime.

We guarantee that the rated performance of the clutches can be transmitted without slippage, and that PULVIS Clutches as delivered are made from the most suitable, flawless materials, they are constructed to the exacting standards of state-of-the-art technology, and that they are of flawless technical design.

Our guarantee is subject to the following prerequisites:

Compliance with the agreed terms of payment, the actual operating details being identical to the values given to us, thus also compatibility of the torque moment characteristics of the motors with those of the PULVIS Clutches with regard to a correct starting, correct use and assembly and efficient maintenance in compliance with our instructions; compliance with the permissible ambient temperatures, correctly adjusted running, and avoidance of the influence of any such media that could bring about a change in the goods as delivered.

Attention is expressly drawn to the fact that our guarantee to repair or replace extends only to the repair or replacement - whichever we consider the most appropriate - of material parts delivered by us in a faulty or improperly finished condition. We are not required to replace or repair parts that have become damaged as a result of faulty assembly or normal wear. Under no circumstances can we be required to refund any other costs such as, for example, the costs of dismantling and installing, direct or indirect damages not suffered by the goods themselves, or consequential damages, etc. The extent of any claim under our guarantee shall be restricted to the value of the goods delivered by us and which subsequently proved to be defective, whereby all claims must be forwarded to us in written form and should include full details of the nature of the complaint concerning our goods.

Our liability with regard to any repairs or replacements effected by us terminates with the expiration of the guarantee period for the original delivery.

In case of minor defects, which do not impair the normal functioning, the customer may only claim a commensurate reduction in the purchase price.

PLEASE TURN OVER

The right to claim under our guarantee is forfeited in cases of willful damage to or careless handling of the goods under guarantee. We cannot be held liable under the guarantee in cases where repairs, modifications or reconditioning have been carried out without our prior approval, or in cases where non-original replacement parts have been fitted.

Our liability under the guarantee does not extend to supplied parts which - because of their material properties, the nature of their application, the result of normal wear, faulty or careless handling, excess strain, unsuitable working materials, chemical, electrochemical or electrical atmospheric and natural influences - suffer damage or premature wear. Wearing parts are excluded from the guarantee.

In case of components, which we have obtained from other manufacturers, our liability is restricted to the assignment of the claim under guarantee that we ourselves have on our supplier concerned.

In case of delivery of individual parts, we guarantee only that the part concerned has been manufactured true to the technical drawing.

It is the responsibility of the customer to ensure that all regulations prescribed by law or by the competent authorities relating to the use of the goods are complied with.

Complaints concerning any defects in the goods must be forwarded to us in written form within eight days of delivery of the goods in case of obvious defects, and immediately upon discovery in case of concealed defects.

In all cases the customer's right to claim under the guarantee lapses 12 months after receipt of the goods.

Parts which are subject of complaint should only be returned to us after prior consultation. All such return shipments must be carriage prepaid.