



Conditions for the carrying out of revisions, repairs and modifications

For revisions and repairs, the "General Conditions for Supply of Products and Services of the electrical and electronics industry (Grüne Lieferbedingungen "GL")" including the supplementary conditions "extended reservation of ownership" of ZVEI in their latest valid versions together with the general conditions of J. Helmke & Co. and valid Conditions governing the provision of assembly and service personnel shall apply, to the extent they are not altered or supplemented by subsequent provisions. Modifications and repairs are treated as equal in this context. For the avoidance of doubt: Supplier is company Helmke and Supplies are items to be reviewed, modified or repaired in this context.

A. Place and scope of delivery

1. In the event works are carried out at the Supplier's own site, Supplies must be sent by the Buyer to the place specified by the Supplier (if the Supplier does not transport the Supplies using its own means of transport). Buyer bears the cost and the risk for any damage occurring during the outgoing transport and for the return transport of Supplies.
2. Supplier will examine the Supplies in order to assess the damage and with respect to the re-usability of individual parts, at the Supplier's own discretion and as supplier deems necessary.
Before starting the Work Supplier will, on request of Buyer, communicate the examination report and the estimated cost to Buyer. Supplier takes no responsibility for the extent of the estimated cost as this can only be roughly estimated. In case during work, it becomes clear that extra works may be necessary, these will be carried out, unless Buyer expressly reserved such extra works to his prior consent.
3. Removed and replaced parts will only be sent back on Buyer's special request.
4. In the event works are carried out on installation site by Supplier's specialists and at the Supplier's own discretion a temporary supervision by construction inspectors or engineers is deemed to be necessary, the resulting cost will be calculated according to the respective assembly rates. The same applies to the use of engineers for re-commissioning of revised or repaired equipment.

B. Calculation and payment

1. Repairs carried out at Supplier's own site will be invoiced for an total price according to achievement, revision and repair

works carried out on-site on basis of time spent and according to our assembly rates.

2. In case Buyer cancels the order due to the result of the examination, Buyer will only be charged for the cost of the examination and the cost of disassembly and reassembly.
3. In case the packaging used during the outgoing transport can be reused to send the Supplies back, Buyer will only be charged a reasonable hourly rate for time spent for packing. Any additional packaging that has to be used cannot be returned and will be charged to Buyer's at cost price.
4. Payment should be made free supplier's paying office, in cash, without any deductions once the bill has been received.
5. For large-scale orders, Supplier reserves the right to demand advance or part.

C. Risk of loss, liability and other claims.

1. In the event work is carried out on Supplier's own site, Supplier takes responsibility for the safekeeping of the Supplies entrusted to him by Buyer. However, the supplier takes no responsibility for damages occurring during transportation (see A1) or during the carrying out of works.
2. The warranty period starts from the moment of notifying the readiness for shipment or from the moment of notifying the readiness for use, if the repaired Supply is installed by Supplier's personnel immediately after dispatch.
The period of the warranty is 6 months.
3. Defects appearing within the warranty period at parts repaired by Supplier verifiably resulting from actions taken by Supplier, especially poor design, poor materials or poor workmanship making the repaired part unusable or severely

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damaging its functionality, will be remedied by Supplier free of charge, in an appropriate fashion at its own discretion.

4. Damages caused to repaired parts by parts which have not been repaired are not covered by the warranty.
5. The Supplier is only liable for damages if such are due to wilful or grossly negligent breach of duty by himself, his legal representatives or vicarious agents or a culpable breach of essential contractual obligations (obligations whose fulfilment the Buyer has trusted and could trust). As far as the Supplier is not charged with intent, the liability is limited to the typical contractual, foreseeable damage. The Supplier shall be liable to a maximum amount of coverage of its business liability insurance. Applicable documentation will be provided on request. The above exclusions do not apply in cases of injury to body, health and life or the mandatory liability under the Product Liability Act.
6. For the carrying out of any modifications, operations or sub-operations, Supplier will delegate carefully chosen personnel, according to the requirements declared beforehand.

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