

# GENERAL SERVICE TERMS

## 1. PREAMBLE

- 1.1. These General Service Terms regulate the conditions of service interventions of JHV-ENGINEERING s.r.o., with headquarters at Nádražní 641, 533 51 Pardubice, Czech Republic, company ID: 25922505, registered in the Commercial Register kept by the Regional Court in Hradec Králové, section C, folder 14 755 (hereinafter referred to as "JHV") for the Customer.

## 2. SERVICE DEPARTMENT

- 2.1. Contacts of the Service Department:
  - 2.1.1. Hotline: +420 775 770 690, +420 778 443 411, landline: +420 464 625 901
  - 2.1.2. E-mail: servis@jhv.cz
- 2.2. Service Department Office Hours: Mon-Thu 8.00 am – 5:00 pm, Fri 8.00 am - 4.00 pm
- 2.3. Technician´s primary location: JHV-ENGINEERING s.r.o., Nádražní 641, 533 51 Pardubice, Czech Republic

## 3. SERVICE DEFECTS DISCLAIMER

- 3.1. The failure must be reported to the Service Department (paragraph 2.1).
- 3.2. The failure report must contain an accurate description of the failure. If this failure is described or identified incorrectly, JHV shall not be liable for the costs caused by sending an incompetent service technician.

## 4. THE SERVICE DEPARTMENT REACTION TIME

- 4.1. JHV is ready to react / respond within 8 hours after reporting the failure. Reaction means contacting with the customer and diagnosis the problem (by phone, email, remote machine management etc.).
- 4.2. In case of failure reporting out of the Office Hours (Section 1.2.) or within 30 minutes before the end of working time, the deadline for contacting the customer begins at 7:00 on the next working day. The same applies even in the case of failure reports in days of rest or before the days set by law.
- 4.3. In case that the failure cannot be removed in another effective way, JHV is ready to send a service technician within 48 hours.
- 4.4. After the failure reporting, the first step is an attempt to resolve the fault in cooperation with the customer through telephone advice. If this is not possible, begins to count the service technician posting period according to Section 4.3.
- 4.5. In case of obstacles on the way, that are not caused by our service personnel or are not in our liability, the deadline for sending a service technician according to paragraph 4.3 does not apply.
- 4.6. If at the moment of failure reporting there is already a clear indication that the spare parts will be required for the repair, the duration of the defect removal is extended for the time it takes to manufacture or purchase these parts. This regulation also applies to every ordered subsequent spare part.
- 4.7. The reaction time of the JHV Service Department is valid only for machines and equipment under the warranty.

## 5. JHV SERVICE DEPARTMENT COMPETENCIES

- 5.1. JHV decide, on their own discretion, on the service personnel for the failure fix. JHV can call up their own service personnel, subcontractor´s personnel or JHV´s foreign businesses organization´s personnel. The decision will be made on the basis of qualifications.

- 5.2. Unless it is a recognized warranty repair - the dispatch of the service technician, in accordance with the valid conditions and the applicable charging rates, follows only after payment of all Customer's outstanding obligations upon expiry of the maturity date.
- 5.3. JHV reserves the right not to provide service or eventually service supply of spare parts in case of the Customer's unpaid liabilities after maturity toward JHV.
- 5.4. JHV reserves the right to refuse support and service in case of Customer's (or machine operator's) machine misuse, which is not in accordance with the machine's operating documentation, also in case of non-original parts or accessories use, or other improper manipulation with the provided equipment.
- 5.5. If the machine or equipment is under warranty, but the technician will identify the Warranty conditions breach on the site, the Customer is obliged to reimburse to JHV all the costs incurred for sending the service technician. In case of non-payment of incurred costs, JHV shall immediately revoke the warranty provided to the machine or equipment and shall not be liable for damages and losses caused by machine's malfunction.

## 6. CUSTOMER OBLIGATIONS

- 6.1. The Customer is obliged to provide cooperation to JHV and guarantee the presence of qualified and competent machine operators, including machine readiness.
- 6.2. JHV will perform the required operations in accordance with a specific order by the Customer. The Customer is obliged to confirm the acceptance of these operations by signature and company stamp on the Service Protocol, and pay the charged amount at the time specified on invoice.

## 7. MACHINE WARRANTY TIME

- 7.1. The Warranty Period for the newly handed over machine starts from the day of machine's delivery to operation or testing operation. This date is marked on the original Warranty Card, which is provided with the Machine Documentation.
- 7.2. The Warranty Period for delivered machines and equipment is usually 12 or 24 months, as specified in the Warranty Certificate.
- 7.3. JHV does not provide warranty on Wearable Parts listed in the Wear Parts List in Machine Documentation and adjustment works.
- 7.4. The warranty period and conditions of the components of the other Subcontractors are governed by their warranty period and their service conditions.

## 8. RATES AND PENALTIES

- 8.1. JHV provides a repair service free of charge in case of recognized warranty repairs and ensures ordering and supply of necessary spare parts except for Wear parts according to Section 7.3.
- 8.2. If the personnel (referred to in Section 5.1) has been called in for the failure repair, service conditions and charges of the company (subcontractor) which dispatched the staff apply for the Customer.
- 8.3. The Customer is obliged to pay all costs incurred for the dispatch of a service technician in the case of a breach according to Paragraph 5.5.
- 8.4. In case that the Customer confirms the Service Protocol, and is in delay with payment for the services provided, the Customer is obliged to pay to JHV 5% of the order price for each day of the delay.

In Pardubice 1. 1. 2016

**Ing. Prokop Moravec**

Head of Service Department of JHV-ENGINEERING s. r. o.



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CEO