

# GENERAL SERVICE TERMS AND CONDITIONS

## 1. PREAMBLE

- 1.1. These General Service Terms and Conditions (hereinafter referred to as 'GSTC') regulate the terms and conditions of all service warranty and after-warranty calls of **JHV – GROUP s.r.o.**, with its registered office at Nádražní 641, 533 51 Pardubice, Business ID: 25922505, registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section C, Insert 14 755, **and all its subsidiaries** (hereinafter referred to as '**JHV**') for the Client.

## 2. OPERATIONAL INFORMATION

- 2.1. Contacts – Service Department:
- 2.1.1. Online fault reporting form [www.jhv.cz](http://www.jhv.cz)
  - 2.1.2. Landline: +420 464 625 901
  - 2.1.3. Email: [servis@jhv.cz](mailto:servis@jhv.cz)
  - 2.1.4. HOTLINE: +420 770 101 094, +420 775 770 690
- 2.2. Service Department working hours on working days:
- Mon–Thu 8 AM – 5 PM  
Fri 9 AM – 3 PM
- 2.3. Technician's location: JHV – ENGINEERING s.r.o., Nádražní 641, 533 51 Pardubice – Rosice

## 3. BASIC PROVISIONS

- 3.1. JHV provides a warranty for the subject of delivery under the relevant work agreement, i.e., machines, parts or accessories of the manufacturer from the JHV Group, for the duration and under the conditions specified in the warranty card, from the date specified on the warranty card. This warranty applies to both manufacturing and material defects and is only valid for device located in the Czech Republic. If the warranty is not specified in the purchase agreement, the warranty is not provided.
- 3.2. If a device defect occurs during the warranty period, JHV will provide new or factory refurbished or manufacturer-approved spare parts needed to rectify the defect (the same warranty applies to spare parts installed as part of a warranty repair until the end of the device's original warranty period).
- 3.3. Damaged parts replaced during warranty repair become the Client's property.
- 3.4. During the warranty period, under penalty of loss of warranty, the Client is obliged to:
- maintain the device at their own expense in accordance with the maintenance instructions given in the Machine Documentation.
  - use only original spare parts, operating fluids, oils and filters
  - instruct JHV to perform regular inspections as part of device maintenance and according to the required service intervals according to the Machine Documentation.
  - immediately notify JHV according to paragraph 2.1 in the event of a defect
- 3.5. JHV is not responsible for defects caused by:
- improper handling or overloading of the device
  - negligence of maintenance or inappropriate repairs performed by the Client or a third-party

- device adjustment and settings
  - exposure to external mechanical or chemical influences
  - use of non-original spare parts, operating fluids, oils and filters
  - unreasonable delay by the Client with providing access to the device for warranty repair or regular maintenance or inspection
- 3.6. JHV may refuse warranty repair in the event of obvious non-compliance or breach of warranty terms and conditions.
- 3.7. Normal wear and tear and normal maintenance are excluded from the warranty.
- 3.8. Warranty claims expire if they are not asserted in writing to JHV by the end of the warranty period. The warranty periods stated in these warranty terms and conditions do not add up.

#### **4. REPORTING FAULTS TO THE SERVICE DEPARTMENT**

- 4.1. The fault must be reported in a proper manner, always using the Online Form according to paragraph 2.1.1.
- 4.2. The fault report must contain a precise description of the fault. If this fault is incorrectly described or identified, JHV bears no responsibility for the cost of sending an incompetent service technician.

#### **5. SERVICE DEPARTMENT RESPONSE TIMES**

- 5.1. JHV is ready to respond within eight working hours after reporting the fault. Response means establishing contact with the client and diagnosing the problem (by telephone, email, remote machine management).
- 5.2. In the case of out-of-hours faults (paragraph 2.2.) or 30 minutes before the end of working hours, the period for establishing contact with the client begins to count from 8 AM on the following working day. The same applies in the case of reporting faults on national holidays or statutory days off.
- 5.3. If the fault is reported after 10 AM on working days, the response will take place no later than during the next working day. Time limits does not include time that takes place on days off, national or public holidays.
- 5.4. JHV is ready to send a service technician within 48 hours if it is not possible to rectify the fault in another effective way.
- 5.5. After reporting a fault, the first step is to try to rectify the fault in cooperation with the client through telephone counselling. If this is not possible, the period for sending a service technician according to paragraph 5.2. begins to run.
- 5.6. In case of obstacles on the way, which are not caused by our Service Department or cannot be found in the area of our responsibility, the deadline for sending a service technician according to paragraph 5.2. does not apply.
- 5.7. If it is already clear when the fault is reported that spare parts are required to actual begin the repair, the time for rectifying the fault is extended by the time required for production or purchase of such parts. This provision also applies to any subsequently ordered spare parts.
- 5.8. The stated response times of the JHV Service Department apply only to machines and devices that are within the regular warranty period and no proper service agreement has been concluded between JHV and the Client.
- 5.9. In the case of regular service calls and regular machine or device inspections, the execution period is determined individually on the basis of an inspection by JHV's authorised personnel and in agreement with the Client.
- 5.10. In the event that there is a delay compared to the repair's expected completion time, the Client is immediately informed of this fact.

## 6. THE JHV SERVICE DEPARTMENT'S POWERS

- 6.1. JHV may decide at any time in its discretion to designate service staff to rectify the defect. The decision shall be made according to qualification aspects.
- 6.2. JHV may decide on the deployment of its own experts or those from other subcontractors or staff from foreign or business organisations of JHV. The decision shall be made according to qualification aspects.
- 6.3. JHV reserves the right not to provide service or delivery of spare parts in the event that the Client has outstanding liabilities to JHV after the due date.
- 6.4. JHV reserves the right to refuse service call and support if the Client or the machine or device operator does not follow the machine's Operating Documentation or if it uses non-original parts and accessories or if it otherwise improperly manages the delivered device.
- 6.5. If the machine or device is still within the warranty period, but the service technician discovers a breach in relation to the Warranty Terms and Conditions onsite, the Client shall reimburse JHV for all costs incurred for sending the service technician. In the event of non-reimbursement of the costs incurred, JHV immediately cancels the warranty provided for the delivered machine or device and accepts no liability for damage caused by a malfunction of the delivered device.

## 7. CLIENT OBLIGATIONS

- 7.1. The Client allows the Contractor's representative to enter its premises in order to perform the subject of the order.
- 7.2. The Client undertakes to create conditions for performing service activities and related activities (e.g., hygiene, occupational safety, etc.).
- 7.3. The Client undertakes to send a written or electronic order to JHV before the delivery's commencement. The order must be legible when sent to the recipient and must contain at least the following information: order date, Client's order number, Client's name, Client's business ID, name + telephone and fax details of the contact person, address of the device, complete serial number of the machine from production label (if any), description of the required service or defect manifestations from the client's viewpoint. The order can only be cancelled with the Contractor's written consent. The Client undertakes to reimburse the Contractor for all provable costs incurred by cancelling the order.
- 7.4. In the case of the presence of a service technician at the Client's, the Client shall ensure the presence or reachability of the Client's contact person who is authorised to sign service reports on the Client's behalf.
- 7.5. The Client shall prove any right to the free delivery of services or goods to the Contractor's employee before commencing the delivery or performance by submitting a warranty card.
- 7.6. At the Contractor's request, the Client undertakes to provide a demonstration of defects to the Contractor's service employee.
- 7.7. If the Client themselves orders specific spare parts, the Client is responsible for the correct selection. If the Client does not know the part's catalogue number and if the catalogue number is required to order the required part from the device supplier, the Contractor may charge a fee for selecting the part's catalogue number, appropriate with the effort actually spent. When ordering spare parts, the main specification is its catalogue number. Other data is for information purposes only and may not be taken into account by the Contractor. A spare part is considered to have been delivered correctly if the catalogue number stated on the order agrees with the part's catalogue number according to the device supplier numbering for which the part is intended. In the event of problems caused by determining the part's catalogue number incorrectly, all processing costs shall be borne by the party responsible for identifying the catalogue number when ordering.
- 7.8. The Client shall cooperate with JHV and ensure the presence of qualified and competent machine operators, including the machine's technological readiness for the entire duration of the service procedure exclusively for the Contractor requirements.

- 7.9. JHV shall perform the required actions according to the Client's specific order. The Client shall take over these actions and confirm their receipt by signing the Service Report and paying the invoice within the specified period.

## 8. MACHINE WARRANTY PERIOD

- 8.1. The warranty period of the newly handed over machine or device begins on the day the machine is handed over for operation or trial operation. This date is marked on the original Warranty Card.
- 8.2. The warranty duration for the delivered machines and devices is 6 months, the exact warranty duration is stated in the Warranty Card. JHV also provides a standard warranty period of 6 months for workmanship and 6 months for new spare parts that have been used under the Agreement, unless otherwise specified by the original spare parts manufacturer or contractually agreed.
- 8.3. JHV does not provide a warranty for the Expendable and Replaceable Parts listed in the List of Expendable and Replaceable Parts in the Machine Documentation.
- 8.4. The warranty period and conditions for other Subcontractors' components are governed exclusively by their warranty period and their service terms and conditions. JHV is not responsible for third-party service calls.

## 9. EXTENDED WARRANTY TERMS AND CONDITIONS

- 9.1. The extended warranty is not offered for modified machines and devices, unless these modifications are mandatory due to local legislation concerning, for example, safety-related issues.
- 9.2. The extended warranty or the standard warranty does not apply to the extent that it is probable that the defect in material or workmanship for which the warranty is invoked is the result of the following:
- The machine or device has not been properly operated or has not been properly maintained as recommended by JHV.
  - The prescribed service and service inspections have not been performed either as prescribed by JHV or within the correct deadlines/intervals of operating times.
  - Service or maintenance has been performed by an organisation other than one that is authorised.
  - Use of parts other than original JHV parts/components.
  - The defect/error has worsened due to the operator not taking immediate and appropriate action after such situations where the defect/error became known or should have become known to the operator or after the warning systems of the machine or equipment being triggered.
  - Operation in applications/work environments without JHV's consent granted for a JHV machine or device.
  - Operation beyond the capacity and/or design of the JHV machine or device.
  - Wear and tear and normal performance degradation, including, but not limited to the overall performance of the machine or device.
  - Chemical corrosion and physical or mechanical erosion.
  - Unauthorised changes or settings to the machine or device.
  - Device operation with incorrect levels, contaminated liquids or filters.
  - Operation at a power setting different from the standard JHV specification.
  - Accelerated component wear due to operation method or application.
- 9.3. Furthermore, the extended warranty or the standard warranty does not apply to devices/parts that have not been assembled/installed by JHV.

- 9.4. The extended warranty or standard warranty does not apply to consumables and parts and components subject to normal wear and tear, including, but not limited to:
- Batteries
  - Greases and lubricants and their distribution
  - Ventilators
  - Fittings, fasteners
  - Light bulbs
  - Lights
  - Filters
  - Cover panels (glass, PCB covers)
  - Circuit breakers
  - V-belts and other belts
  - Parts, tools and edges in contact
  - Pins and bushings
  - Hydraulic hoses, hydraulic lines and fasteners
  - Coatings and prints
- 9.5. Any repairs where the JHV machine or device has been exported from a regulated market to an unregulated market and the JHV machine or device has not been converted in accordance with the JHV recommendations and instructions.
- 9.6. Technical maintenance must be conducted in accordance with the current JHV service schedule and the service instructions/operating instructions only with the help of original JHV components.
- 9.7. Extended coverage does not apply to any technical maintenance costs. All repairs in connection with the extended warranty must only be conducted with the help of original JHV components and authorised by JHV.
- 9.8. The extended warranty is not subject to any interruption.
- 9.9. JHV makes no statements or guarantees other than those expressly set forth above and does not accept any implied guarantees of any kind, including, but not limited to, quality, performance, tradability or fitness for a particular purpose. Consequently, except as specifically provided in this extended coverage, JHV does not accept any liability for direct or indirect damage, including consequential damage of any kind, costs or damage that may result from defects in material or workmanship.
- 9.10. These extended coverage terms and conditions supersede any previously issued extended warranty terms and conditions.

## 10. STANDARD WARRANTY CONDITIONS

- 10.1. The standard JHV warranty applies to new JHV machines and devices.
- 10.2. The standard warranty covers parts/components that become unfit for use during the warranty period due to defects in material or workmanship.
- 10.3. The warranty period is not extended due to any interruption or stopping caused by replacement, testing or repair of the JHV machine or device or any of its subject parts/components. The warranty period for repaired parts/components according to this standard warranty is the remaining warranty period for the delivered JHV machine or device.
- 10.4. During the warranty period, JHV undertakes to repair specified defects in material or workmanship. JHV or its authorised workshop or dealer will, in its sole discretion, determine the corrective action to be taken to rectify the defect.

- 10.5. This standard warranty does not cover any of the following costs that may arise in connection with warranty work: travel expenses (e.g., travel costs, travel time, accommodation and meals), transport expenses, overtime, additional shipping and additional packaging costs.
- 10.6. This standard warranty does not apply to the extent that it is probable that the defect in material or workmanship for which the warranty is invoked is the result of the following:
- The JHV machine or device has been used in a manner other than normal and has not been properly operated or maintained as recommended by JHV.
  - The prescribed service and inspections have not been performed either as prescribed by JHV or within the correct deadlines/intervals of operating times.
  - Use of parts other than original JHV parts/components.
  - The defect/error has worsened due to the operator not taking immediate and appropriate action after such situations where the defect/error became known or should have become known to the operator or after the machine warning system being triggered.
  - The JHV machine or device does not meet the legal conditions and requirements of the market in which the warranty is invoked.
- 10.7. This warranty does not apply to parts (e.g., 6-axis robots, conveyor systems, pneumatic and hydraulic components, electric drives) which are covered by a warranty provided by other manufacturers or their representatives.
- 10.8. Furthermore, this warranty does not cover additional costs incurred due to devices/parts, changes to the original basic specification of the JHV machine or device or other installations that have been assembled/installed by someone other than the Supplier, which makes warranty work more difficult or prevents the warranty.
- 10.9. This standard warranty does not cover any type of routine service or maintenance, routine use of consumables and parts or routine wear and tear.
- 10.10. Fast-wearing material and parts and components subject to normal wear and tear include, but are not limited to, the following:
- Light bulbs and lights
  - Glass covers and PCB fillings
  - Greases, lubricants and filters
  - Fittings, fasteners
  - Circuit breakers
  - V-belts and other belts, except for defects caused by a defective part covered by this standard warranty
- 10.11. JHV makes no statements or guarantees other than those expressly set forth above and does not accept any kind of implied guarantees, including, but not limited to, quality, performance, tradability or fitness for a particular purpose. Consequently, except as specifically provided in this standard warranty, JHV does not accept any liability for direct or indirect damage, including consequential damage of any kind, costs or damage that may result from defects in material or workmanship.
- 10.12. This standard warranty supersedes all previously issued warranty terms and conditions.

## 11. RATES AND SANCTIONS

- 11.1. For machines under warranty, JHV provides repair free of charge in the event of a recognised warranty repair and ensures the ordering and delivery of the necessary spare parts, except the Expendable spare parts listed in the Machine Documentation.
- 11.2. If staff are called in to eliminate the defect in accordance with point 6.2, the third-party's service conditions and rates shall apply to the end customer.
- 11.3. The Client shall pay all costs incurred for sending a service technician in case of a breach of the conditions under paragraph 9 or 10.
- 11.4. If the Client confirms the Service Report and is in arrears with the paying the invoice according to paragraph 12.1, it shall pay JHV for each day of delay in paying the issued invoice after its due date a contractual penalty of 2% of the amount due for each day of delay. The date of payment means the date when the payment is credited to the payee's account.
- 11.5. After-warranty repairs or service calls or unrecognised service repairs or calls will always be charged according to the valid service price list in the given year. Prices of spare parts shall always be addressed individually.
- 11.6. The price of services that are provided by the Contractor to the Client is determined according to the Contractor's valid pricelist. The services pricelist is always valid for a calendar year (see Annexe 2 to the Service Agreement). The validity of the old pricelist expires when the new pricelist enters into force.

## 12. PAYMENT TERMS, INVOICING

- 12.1. The invoice due date is set at 14 days from the date of its issue. Non-standard due dates of invoices stated in the Client's orders must always be approved in advance and confirmed in writing by the Contractor. In other cases, the standard maturity of invoices applies.
- 12.2. To perform the work, JHV may request from the Client a deposit of 50% of the total estimated price of the Agreement. After the work's completion within the Agreement, JHV informs the Client about the completion of the Agreement and JHV issues a final settlement invoice.
- 12.3. The owner of the delivery subject is JHV until the moment of full payment, including VAT, or exchange rate differences and/or contractual penalties. For the period when the Client physically disposes of the delivery and the reservation of title lasts, the Client is liable for damage caused by its loss, destruction by a natural event or other damage.
- 12.4. The Contracting Parties acknowledge that any data arising from the business relationship, including offers, are the subject of trade secrets and the disclosure of such data to third-parties without the counterparty's consent is not permitted.
- 12.5. Any rules or changes agreed within the bilateral agreements between the Contractor and the Client shall take precedence over the provisions of these General Terms and Conditions. The validity of the old General Terms and Conditions expire with the issuance of new Terms and Conditions. The current General Service Terms and Conditions are also available on [www.jhv.cz](http://www.jhv.cz).

## 13. DELIVERY TERMS

- 13.1. The device shall be handed over to the Client together with the Service Procedure Report and related certificates.
- 13.2. In the case of repairs at the Contractor's site, the repaired device will be ready for personal collection at the JHV Service Centre or JHV will return the device to the Client's delivery address in accordance with its instructions.

13.3. In the case of sending spare parts by post or transport service or by courier service, this fact will be marked on the Service Procedure Report. A copy of the transport or courier service (transport company) then becomes a confirmation of receipt of the device.

#### 14. FINAL PROVISIONS

14.1. Relationships not regulated by this agreement are governed by Act No 89/2012 Coll., the Civil Code.

14.2. The Contracting Parties have agreed that any disputes arising between them from legal relationships established by this agreement or in connection with it will be decided in arbitration, namely by the Czech Chamber of Commerce Arbitration Court and the Czech Republic Agrarian Chamber under its rules by three arbiters. Both Parties undertake to accept the Arbitration Court's decision without reservation.

14.3. If the work or device is the subject of a licencing procedure, the client shall hand over to JHV all the documents necessary to secure the relevant licences, depending on the agreement's specifications.

14.4. JHV is not liable for indirect, incidental and consequential damages to the agreement's subject matter, loss of profits, sales, property or capital of the Client, even if the possibility of such damage has been notified to JHV in advance or could have been foreseen by JHV.

14.5. If doubts arise in the interpretation of individual provisions of the GSTC, the version written in the Czech is decisive.

In Pardubice 1.1.2021

**Tomáš Krpata**

Service Department Head



**Ing. Jaromír Hvižďala**

CEO



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