

# General Terms and Conditions

## 1. General

- 1.1 All products have been developed and manufactured to meet established industry standards and are assumed to be handled and maintained in accordance with the description in the product's manual. In addition to the product's technical manual, Atlas Copco's worldwide dealer and service organization can also provide additional information and assistance.
- 1.2 General Terms and Conditions NL 17 (available on Atlas Copco's website [www.atlascopco.com](http://www.atlascopco.com)) will apply to delivery of the products, with the exception of the specific deviations set out below.

## 2. Payment terms

- 2.1 Payment terms as set out above.
- 2.2 Freight will be added in accordance with clause 1, *Product specification and price*.
- 2.3 The customer is responsible for ensuring that an invoice reference or purchase order number is submitted to Atlas Copco. If there is no invoice reference or purchase order number, Atlas Copco will be entitled to invoice the customer for the agreed price without the customer having the right to contest the invoice for this reason.
- 2.4 In the event of late payment, interest will be charged in accordance with statutory provisions.

## 3. Guarantee

- 3.1 The guarantee covers the repair of defective parts due to faults related to the manufacture of the product. The guarantee covers spare parts and working time spent if the product is handed in and repaired in the country in which the product was purchased. The claim and guarantee period is 12 months and commences as from the date of delivery.
- 3.2 The product's guarantee does not apply in the event of a missing serial number, for external reasons such as modifications or service performed by anyone other than Atlas Copco or an authorized distributor, or due to use outside the technical limits specified in the product manual.
- 3.3 If it is not possible to undertake repair within a reasonable period of time, Atlas Copco, Atlas Copco's distributor and/or dealer reserves the right during the guarantee period to replace any defective product with the nearest equivalent replacement product.
- 3.4 The product must be returned to Atlas Copco, Atlas Copco's distributor and/or dealer in the country where the product was purchased. Valid guarantee claims will then be settled in accordance with NL 17
- 3.5 Alternatively, products used in countries other than the country of purchase may be returned to the local national distributor or dealer. Valid guarantee claims will then be reimbursed free of charge in the form of spare parts, but working hours and any additional freight costs will be charged to the purchaser on the basis of applicable prices.

#### **4. Claims**

- 4.1 Defects in the goods upon receipt may only be invoked if a written claim has been received by Atlas Copco within 14 days after receipt of the goods for sale, or performance of the service/repair.

#### **5. Penalties and cancellations**

- 5.1 The penalty will constitute 1% of the agreed price for each week of delay or part thereof. If only part of the product is delayed, the penalty will be calculated for the element of the price that relates to the part of the product that cannot be taken into use due to the delay. The penalty may not exceed 7.5% of this calculation basis.
- 5.2 If the purchaser, despite a written demand from Atlas Copco, fails to receive the product within the agreed time, Atlas Copco will have the right, by written notification to the purchaser, to terminate the agreement and charge the purchaser a penalty of 7.5% of the purchase price relating to the part of the product that has not been received.
- 5.3 Unless otherwise agreed, Atlas Copco will be entitled to a cancellation fee of 20% of the total sales value.