

HONSEL Service Conditions

(as of 01/01/2021)

1. Scope

- 1.1. These Service Conditions (hereinafter referred to as "Conditions") shall apply to all orders placed with HONSEL Distribution GmbH & Co. KG (hereinafter referred to as "HONSEL", "us" or "we") for maintenance, repair, overhaul as well as inspections and cost estimates (hereinafter referred to as "Service Work"). For Service Work under the manufacturer's warranty, they apply in addition to our manufacturer's warranty conditions. In the event of any contradictions between the manufacturer's warranty and these Conditions, the provisions of the manufacturer's warranty shall take precedence.
- 1.2. The Service Work offered is intended only for companies. As a private person, please contact a HONSEL service partner directly.

2. Conclusion of contract

- 2.1. The order is placed using the order form. The online order form ("online check-in") can be found on the website. By confirming the order by clicking the "send" button, the customer agrees to Service Work in accordance with the Service Conditions.
- 2.2. Orders placed outside our manufacturer's warranty are only possible within Germany.

3. Procedure

- 3.1. The customer can have the setting tool picked up by us at the collection address specified in the respective service order. We bear the costs for shipments made via the online form within Germany.
- 3.2. If the customer sends in the setting tool, he does so at his own risk and expense. Packages sent to us freight collect will not be accepted.
- 3.3. Communication shall be by e-mail via the customer's address indicated in the service order.
- 3.4. After the repair has been completed, we will immediately return the tool to you, charging you for the actual costs incurred.

4. Cost limit

- 4.1. A service order is binding up to the published cost limit. If the cost for the Service Work falls below the agreed cost limit, the customer will only be charged for the actual costs incurred. Cost limits for tools not listed are available on request from our Service department.
- 4.2. If the cost for the Service Work exceeds the agreed cost limit, a cost estimate or an alternative offer (e.g. new tool) will be prepared and sent to the customer.
- 4.3. If the customer has wrongly assumed a free warranty/guarantee claim when placing the order, he will receive a separate feedback.

5. Prices

- 5.1. Our service offers, in particular on our website, are without obligation and do not constitute an offer to conclude a contract. We reserve the right to make technical and other changes to our website within reasonable limits.
- 5.2. The prices quoted for the services and any other costs are based on our price list valid and published on the day the order is placed. The date indicated in the service order shall therefore be decisive. All prices are exclusive of the statutory value-added tax applicable at the time. Service Work within the scope of a guarantee or warranty claim is free of charge for the customer.

6. Cost estimate

- 6.1. [Acceptance]
If the customer accepts the service offer contained in the cost estimate within one week of receipt thereof, a service order shall be concluded under the terms and conditions of the cost estimate.
- 6.2. [Rejection]
If the customer rejects the cost estimate, we will return the setting tool, dismantled if necessary, to the delivery address specified in the service order at the customer's expense. Instead of returning the setting tool, the customer may also instruct us to dispose of the submitted setting tool properly and free of charge.
- 6.3. [No response]
If the customer does not respond to the cost estimate within one week of its submission, the customer will be reminded with a grace period of two weeks. On expiry of this grace period, the setting tool will be returned to the delivery address specified in the service order at the customer's expense. If the setting tool was disassembled for the purpose of preparing the cost estimate, it will generally be returned in disassembled condition.
- 6.4. In the event that no Service Work is performed or the service conditions are not accepted, we will charge a processing fee of € 25.00 for cordless and pneumatic tools, or € 10.00 for hand tools and return the setting tool to the delivery address specified in the service order at the customer's expense.
- 6.5. We inform the customer separately of the two-week deadline and the consequences of non-compliance when submitting the cost estimate.

7. Acceptance

- 7.1. [Deadline]
In the case of a service order with services, the customer shall accept the repaired setting tool within one week of receipt. If the customer does not accept the repaired setting tool within this period, although there are no or only insignificant defects, the tool shall be deemed to have been accepted. We waive receipt of the declaration of acceptance.

8. Claims for defects

Customer claims for defective Service Work that does not constitute a warranty or guarantee claim shall become statute-barred within one year of acceptance. The shortening of the limitation period shall also apply to claims in tort based on a defect in the Service Work.

9. Contact and service hotline

9.1. Please send your tools exclusively to the following address:

Honsel Distribution GmbH & Co. KG

Service-Werkstatt

Friedrich-Wöhler-Str. 44 24536

Neumünster

Germany

9.2. If you have any questions regarding our services, please contact

+49 (0)4321/9671-79 or e-mail: [toolservice\[at\]honsel.de](mailto:toolservice@honsel.de)

10. Place of performance and venue

Place of performance for both parties to the Agreement is Kiel District Court.