

Sales Terms & Conditions

Valid from 05/01/2010 Pages #6

Quotation Submission

Every quotation must be submitted to the client within a certain time-span from the inquiry, always depending on the type of the inquiry and on the specialness of the project as described below:

- **Typical Lift as described in the "Range of Application" of the product.**

Maximum Time of Reply: 24 hours.

Regarding the typical lift pricing, an on-line pricelist is available on the corporate website at www.doppler.gr. Access to the pricelist can be achieved through a password supplied by the Sales Department of Doppler SA.

- **Non-Typical or Special Lift**

Maximum Time of Reply: 5 working days

The differentiation might concern:

- o Large Capacity Lifts
- o Special Doors (e.g. circular, or with big height)
- o Alteration of the standard driving mechanism
- o Special Cabin design or Special Cabin finishing.

Order Procedure & Delivery Terms

The order is concerned active when

- The client sends the formal order form, with all the technical data completed.
- The agreed payment terms are accomplished

The next step is the preparation of the installation drawings as described below:

- Preparation & e-mail of Installation Drawings
 - Time of Reply:
 - Typical Lifts: 2 working days
 - Non-Typical or Special Lifts: 5 working days
 -
- In case of Drawing Amendments
 - Response Time: 2 working days



Typical Order Delivery Time: is valid from the final confirmation of the installation drawings (which must be done with accurate measurements on site, so as to detect possible differentiations from the architectural drawings and from the technical specifications):

- **Typical Lifts:**
 - **Hydraulic Lifts : 8 weeks**
 - **Traction Lifts**
 - **With Motor Room: 8 weeks**
 - **Machine Room Less: 8 weeks**
- Non-Typical or Special Lifts:

Depending on the specification requirements and the availability of the required materials.

The typical lifts are described in product's "Range of Application". There are specific components in stock in order to observe the aforesaid delivery periods. The client should be aware of all other parts that do not appear in stock like:

- Automatic door mechanisms more than 1000mm or less than 700mm wide
- Motors for Traction lifts for rated load bigger than 1000kg.

The client is informed for his order's status and delivering time according to the time schedule already agreed. All technical information in terms of shaft measurements and definitive dimensions should be cleared and agreed 45 days before the dispatch date; if not, the dispatch date could be moved.

The products are packed in woodwork boxes and cartons, all wrapped by shrink film. Each package is registered with the delivery address and docket labels respectively to the official packing lists. Each lift is accompanied by Installation Manuals including:

- Instructions for Installation, Use and Maintenance
- Complete Installation Drawings
- All vital Certificates for lift's Commissioning



The delivery terms could be:

- **EXW Polykastro Kilkis, Greece**
- **FCA, when the client arranges for the transportation**
- **CIP to Forwarder storehouse when DOPPLER S.A arranges for the transportation**
- **CIF to the named port**
or any other term according to INCOTERMS 2000 standard.

In case of potential penalties relating to installation finishing dates, these should be written onto the original DOPPLER's order form to assure the needful delivery time schedules.

Payment Terms

Generally the following terms apply:

- **Payment in advance with the following terms:**
 - **Deposit of 50% of the total value of the order upon the receipt of the order**
 - **Payment of the remaining 50% of the total value one week before delivery of the goods.**
- **By irrevocable Letter of Credit payable at sight from First Class Bank**

The proprietorship of goods remains to DOPPLER S.A till the invoices' acquaintance. The Kilkis Court in Greece are competent in case of any financial dispute.

Insurance Policy

The insurance policy concerning the transportation of the goods, in case freight and insurance are arranged by DOPPLER S.A., is valid if the following terms apply:

- It is necessary that the consignee-client should inspect the products in every detail, during delivery, in order to make sure that no damage exists. Then at least packing should be checked for obvious damages.



- Any findings from the inspection of the received products should be necessarily mentioned on the C.M.R., before signing it for delivery affirmation.
- Immediately after the delivery of the goods, the consignee must inspect them in every detail and if any damage exists, should immediately inform – in writing and by photos– DOPPLER S.A. Moreover, the client should send a copy of the C.M.R. and photographs of the damaged products.

Guarantee Terms

DOPPLER S.A. grants a guarantee period of **sixty (60) months** for its complete lift packages. A period of **twenty-four (24) months** applies for parking systems, for escalators - travelators and for components sold separately.

Guarantee for motor windings and coils of the valves block is two (2) years (in case that the lift controller and hydraulic oil have been supplied by Doppler; otherwise no guarantee is granted)

Guarantee for machine, motor, traction sheaves (with the exception of the motor and break winding) is two (2) years (the same guarantee period is valid for the motor and break winding provided that the lift controller used has been supplied by Doppler).

The guarantee period starts with the date of purchase according to the invoice issued by DOPPLER S.A. A guarantee case is given when a defect is discovered within the guarantee period provided that this defect is not expressly excluded from guarantee due to the following provisions.

DOPPLER warrants that it will make all necessary adjustments, repairs, and replacements at no cost to the original owner within the aforementioned period of the purchase date if:

- The product fails to perform its specified functions due to failure of one or more of its components.
- The product fails to perform its specified functions due to defects in workmanship.
- The product has been stored in appropriate conditions, away from moisture or anything else that could cause damage of the mechanical or electrical equipment, or the product as a whole.
- The product has been maintained and operated by the owner in strict accordance with the written instructions for proper maintenance and use as specified in its Installation and User Manual.



DOPPLER'S guarantee is based on the following requirements, which are binding for a guarantee claim to be asserted:

- Any defect/damage shall be immediately reported to DOPPLER's after sales department in written.
- It has to be proved that the rejected parts were purchased from DOPPLER S.A. A copy of the invoice issued by DOPPLER S.A. shall serve as a proof of this.
- All parts must have been submitted on a regular basis to the maintenance and/or inspection measures prescribed or recommended by the manufacturer. This has to be verifiable with the help of an appropriate document or receipt.
- The maximum load for a single part or for the lift as a whole must not have exceeded the respective load as permitted by the manufacturer and/or spare parts manufacturer.

The following defects/damages and costs respectively shall be excluded from guarantee, without exception:

- a. Normal wear and tear of parts.
- b. Defects/damages caused by abuse, accident, or negligence.
- c. Defects/damages caused by any tampering, alteration, or modification of the product: operating software, mechanical, or electronic components.
- d. Defects/damages caused by inappropriate storage.
- e. Defects/damages caused by failure to install, maintain and operate the product in strict accordance with the written instructions for proper maintenance and use as specified in the Installation and User's Manual.
- f. Defects/damages caused by repairs or attempted repairs by unauthorized persons.
- g. Defects/damages caused by natural causes and environmental influences such as, for example, damages incurred by hail, lightning, frost, water, earthquake, floods, storms, tornadoes, salt, chemical influences, etc.
- h. Defects/damages caused by incorrect installation, improper adjustments and/or improper maintenance.
- i. Defects/damages caused by operation on improper voltages.
- j. Defects/damages caused by usage of wrong or inappropriate operating materials (for example low-quality lubricants).
- k. Defects/damages caused by inappropriate use. This includes any utilization of the parts outside of the lift.
- l. Defects/damages caused by a change of the original shape and/or function.



DOPPLER S.A. neither assumes nor authorizes any person or entity to assume for it any other liability or obligation in connection with the sale or use of the goods, and there are no oral agreements or warranties collateral to or affecting the sale of the goods.

DOPPLER S.A. is not responsible and will not pay any labor charges, damage incurred during installation, repair or replacement, damage incurred to other related parts, injuries, loss of income, incidental and consequential damages, damages or any other loss whatsoever connected therewith. If DOPPLER S.A. has purchased the part from an identified manufacturer and resold it to the purchaser, the manufacturer's original warranty will apply. DOPPLER shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use, or inability to use the product.

Rejected parts that have been replaced shall pass into DOPPLER'S possession. In this respect, the purchaser and/or claimant waives all tenure of the parts sent back to DOPPLER S.A.

The remaining guarantee period for the originally bought part transfers to parts that have been replaced or exchanged during the guarantee period. The guarantee period shall not be extended.

In the event of an acknowledgement of a guarantee claim DOPPLER S.A. reserves the right to replace rejected parts with parts that serve the same purpose but that are not necessarily identical in nature. Any parts, which serve to improve the quality of the parts for the benefit of the client, are subject to technical modifications.

If any of the following terms are ignored or not be complied with respectively, DOPPLER S.A. reserves the right to deduct a percentage of the sum claimed for compensation. The amount of deduction lies within DOPPLER'S discretion, but shall not exceed thirty-five (35) percent (%) of the value as new.

If any term or part of these guarantee terms becomes void, the remaining terms shall remain unaffected.

The liability of DOPPLER shall not exceed in any event the price paid by the client for the goods. Under no circumstances is DOPPLER liable for loss directly or indirectly for any of the following:

1. Third-party claims against the client for losses or damages.
2. Loss or damage of the client's records, information or data.
3. Economic consequential damages including lost profits.



After sales service

It is the company's policy to offer its clients full and prompt support, not only before but also after sale takes place.

Therefore, the company has a client support department, whose technicians are available **24 hours** a day, ready to provide technical advice, answering the following numbers:

- **For mechanical issues: [+30 6932 346 771](tel:+306932346771)**
- **For electrical issues: (i.e. automatic doors, controllers, emergency evacuation systems) [+30 6932 346 770](tel:+306932346770) and [+30 6982 771 669](tel:+306982771669) *(one of these numbers is available every day)***

or e-mail: support@doppler.gr

ORIGINAL

