

SERVISNI USLOVI

Vreme rada i vreme provedeno u putu

Vreme rada i vreme provedeno u putu obračunavaju se prema cenovniku. Primenjuju se cene koje važe na dan intervencije.

Vremena angažmana i doplate

Za vreme normalnog radnog vremena od 06.00-19.00 h vreme rada i vreme provedeno u putu obračunavaju se po važećoj osnovnoj satnici. Za vreme rada i vreme provedeno u putu van normalnog radnog vremena na osnovnu satnicu dodaju se sledeći faktori doplate:

	6 ⁰⁰ -18 ⁵⁹ h	19 ⁰⁰ -05 ⁵⁹ h
Radnim danom	1.0	1.5
Subotom	1.5	2.0
Nedeljom i državnim praznikom	2.0	2.0

Nadoknada za pređene kilometre

Za vožnju servisnog vozila u svrhe ispunjavanja radnog naloga predviđena je naknada po pređenom kilometru koja se zaračunava nalogodavcu.

Rezervni delovi

Isporučeni ili zamenjeni rezervni delovi obračunavaju se prema cenovniku.

Ako nalogoprimac ne može isporučiti neophodne ili zahtevane rezervne delove (viša sila, poremećaji u proizvodnji ili poteškoće oko nabavke materijala itd.) to ne može biti osnov za potraživanje nadoknade štete ili raskidanje ugovora. Konvencionalne kazne se ne prihvataju.

Delovi koji se menjaju

Za posebno definisane rezervne delove postoji koncept zamene. Nakon vraćanja nekog dela koji se menja sledi i povraćaj maksimalno 50% od cene prema cenovniku a u zavisnosti od proizvođača.

Transportni troškovi

Svi transportni troškovi i troškovi pakovanja rezervnih delova i delova koji se zamenjuju zaračunavaju se odgovarajuće.

Izvođenje radova

Svi radovi na održavanju i popravkama stručno se i uredno izvode i dokumentuju prema propisima proizvođača.

Pomoćna sredstva

Ukoliko je prilikom izvođenja radova na održavanju i popravkama neophodna dodatna radna snaga, dizalice ili druga pomoćna sredstva, nalogodavac po mogućstvu iste treba besplatno da stavi na raspolaganje. Ako su neophodna još i druga pomoćna sredstva onda se ista zaračunavaju nalogodavcu.

Servisni izveštaji

Svi radovi, koji su obavljani kod nalogodavca, dokumentuju se servisnim izveštajem. Nalogodavac svojim potpisom potvrđuje da su radovi obavljani odnosno da su rezervni delovi isporučeni.

I elektronski potpisi na sistemima nalogodavca takođe su dozvoljeni i obavezujući. Ukoliko nalogodavac ili lice, koje je on ovlastio, u trenutku završetka radova nije prisutan u tom slučaju zapisnik, sačinjen od strane nalogoprimca, važi takođe i bez potpisa nalogodavca.

Odgovornost

Nalogoprimac ne preuzima odgovornost za oštećenja mašine za vreme radova na održavanju i radova na popravkama ukoliko se ne može dokazati da ih je izazvao on odnosno njegov predstavnik. Usmeno priznavanje odgovornosti od strane servisnog personala nalogodavca nije važeće. Bilo kakvo priznavanje odgovornosti važeće je samo u pisanoj formi.

Garancija

Na radove, obavljene sa naše strane, kao i ugrađene rezervne delove odobravamo garanciju u trajanju od 6 meseci, ograničenu na maksimalno 1000 radnih sati. Važi uslov koji se prvi ispuni.

Servisne intervencije u garanciji načeno se obavljaju radnim danima.

Garantna potraživanja

O svojim garantnim potraživanjima nalogodavac je dužan da u pisanoj formi obavesti nalogoprimca odmah nakon njihovog konstatovanja. Reklamirani delovi u garanciji nalogodavcu se isporučuju bez naplate transportnih troškova, u protivnom isti će se naknadno zaračunati nalogoprimcu.

Svojim garantnim obavezama nalogoprimac će tako odgovoriti što će po svom izboru popraviti ili zameniti sa novim sve delove koji su tokom garantnog roka oštećeni zbog manjkavog materijala ili neodgovarajućeg izvođenja njegovih radova.


Garancijom nisu obuhvaćeni kvarovi ili smetnje uzrokovani nestručnim rukovanjem, nepoštovanjem intervala servisiranja ili nepridržavanjem radnog uputstva proizvođača.


Za potrošne materijale i delove (ulja, masti, pogonsko remenje, zaptivači) u načelu ne postoji garancija.


Dodatne pravne informacije


Na sve slučajeve, neregulisane ovim servisnim uslovima, primenjuju se Opšti uslovi poslovanja Teximp SA.


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SERVICE CONDITIONS

Working and travel times

The contractor's working and travel times shall be invoiced in accordance with the price list. The prices valid on the date of intervention apply.

Working times and surcharges

During normal working hours (6 a.m. to 7.00 p.m.), working and travel times shall be charged on the basis of the valid basic hourly rates. For working and travel times outside normal working hours, the following surcharge factors shall be applied to the basic hourly rates:

	6 ⁰⁰ a.m. to 6 ⁵⁹ p.m.	7 ⁰⁰ p.m. to 5 ⁵⁹ a.m.
Weekdays	1.0	1.5
Saturdays	1.5	2.0
Sundays / statutory holidays	2.0	2.0

Mileage allowance

For trips made with the service vehicle when performing contractual duties, a kilometre allowance shall be charged in accordance with the price list and invoiced to the customer.

Spare parts

Any spare parts supplied or fitted shall be invoiced in accordance with the price list. If the contractor is unable to supply the necessary or requested spare parts, (due to an Act of God, disruptions to operations or material procurement difficulties, etc.), this does not give rise to any entitlement to compensation or cancellation of the contract. Penalties for non-performance shall not be accepted.

Exchange parts

An exchange concept is in operation for specially defined spare parts. Upon returning an exchange part, a sum up to 50% of the list price (depending on the manufacturer) is reimbursed.

Freight costs

All freight and packaging costs for spare parts and exchange parts shall be invoiced accordingly.

Performance of work

All maintenance and repair work shall be executed and documented professionally and properly in accordance with the manufacturer's instructions.

Aids and appliances

If, when performing maintenance and repair work, additional helpers, lifting tackle or other equipment should be required, these are to be provided by the customer free of charge wherever possible. If other aids and appliances are required, the customer shall be invoiced for these.

Service reports

All the work performed at the customer's shall be documented in a service report. In signing this report, the customer acknowledges the execution of the work and/or delivery of the spare parts. To this end, signatures generated electronically on the contractor's systems are also permissible and binding. If either the customer or an authorised agent of his is absent at the time of the work being completed, the documents produced by the contractor are also valid without the customer's signature.

Liability

The contractor does not accept any liability for any damage to machines arising in conjunction with maintenance and repair work, provided that it cannot be proven that this damage has been caused by him or his representative. Verbal acknowledgements of liability by the contractor's service personnel are not valid. Any acknowledgements of liability are only valid in writing.

Warranty

We provide a 6-month warranty, limited to max. 1000 operating hours, on the work we perform and the spare parts we fit. The first limit reached applies. Service call-outs during the warranty period are always performed on weekdays.

Warranty claims

Warranty claims issued by the customer are to be reported to the contractor immediately after their discovery and should be made in writing.

When submitting warranty claims, the parts relating to these are to be sent to the contractor carriage free, otherwise the freight costs will be subsequently charged to the customer. The contractor performs his warranty obligations at his own discretion either by repairing all the parts that have developed a fault during the warranty period as a result of a material defect or incorrect workmanship, or by replacing these with new parts.


This warranty does not include defects that arise as a result of improper use, failure to observe the service intervals or failure to observe the manufacturer's operating instructions.


No warranty provision whatsoever applies for wear parts (oils, lubricants, drive belts, seals).


Additional legal information


For all cases not governed by these service conditions, the General Terms and Condition of Teximp SA apply.


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