

乐吉腾（中国区）销售与交付条款

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Logitrans (China) Sales & Delivery

Terms

Product liability:

LOGITRANS is insured for product liability, but is only liable to the extent that responsibility may be placed on us. However, LOGITRANS accepts no responsibility for working deficits, loss of time, loss of profits or any similar indirect loss. In addition, we must be informed about the defect or deficiency in question at the latest 8 days after it has been discovered.

产品责任:

乐吉腾愿意接受并承担相关产品责任，但只限于当该责任确实应当被归咎于乐吉腾时。然而，乐吉腾不接受在工时延误、利润亏损或其它类同的间接性损失当中的责任。并且，所有购买乐吉腾产品的企业或个人如若发现或怀疑产品存在缺陷与问题，必须在发现该问题的8日之内将相关信息告知乐吉腾。

Dispatch:

Unless otherwise stated delivery shall be ex works (INCOTERMS 2010). Transport insurance is to be contracted by the seller.

交货条款:

乐吉腾所有的货物交付应遵循“卖方工厂交货”条款（按照国际贸易术语2010规定），有另作说明除外。运输保险相关细则由卖方乐吉腾最终商定。

Delivery:

The purchaser is not entitled to compensation or cancellation on the grounds of any delay in delivery unless specific agreement on this point has been reached. All orders are accepted with the customary reservation for strikes, lock-outs, the state of war, state intervention, the delay or non-arrival of supplies from subcontractors, etc.

送货条款:

除非买方在相关合同中要求并最终注明特殊条款，否则，买方无权以送货延误为由要求乐吉腾公司进行赔偿或单方面取消该订单。由于非卖方所能合理控制的原因，包括工人罢工、工厂停业、战争、政府干预等不可抗力，造成卖方（或其分包商）不能履行合同义务，卖方将不承担任何损失、损坏或延误的责任。

Agreements for payment:

If, in the seller's opinion, the solvency of the purchaser deteriorates after an order has been given, the seller is entitled either to withhold the goods in question or to demand pre-payment before carrying out the order.

支付条款:

在订单已经过买卖双方确认后，如果卖方认为买方的偿付能力可能或确实恶化，卖方有权利扣留该订单中的货物或要求买方预付费用。

Ordering spare parts

The correct spare parts are obtainable from Logitrans or Logitrans dealer.



When ordering, please state:

- Serial number of the product
- Type and width/length of the product
- Spare part no. Please find spare part no. on www.logitrans.cn

零部件订购:

乐吉腾及乐吉腾协定经销商有偿提供产品零部件。为保证客户购买到正确的产品配件，当客户需要订购配件时，请注明：

- 产品序列号
- 产品类型和宽度/长度
- 产品零部件编号（请登录乐吉腾官网 www.logitrans.cn 查询产品零部件编号。）

Warranty

The warranty covers material and assembly defects which, subject to inspection by us or our representative, are deemed to be faults or deficiencies that prevent normal use of the parts concerned.

Such affected parts shall be sent to us carriage paid within **1 year** after delivery, together with a copy of the documentation for the service performed. The warranty does not cover normal wear and adjustments.

The warranty period is based on single shift operation. By two-shift operation the warranty period is halved, and by three-shift operation reduced to 1/3.

For fully powered products, the warranty period shall be 1 year or 1000 equipment working hours (whichever comes first) and it doesn't matter if the customer is with single shift.

The warranty shall lapse, if

- The product is used incorrectly as regards instructions and guidelines,
- The product is used in environments for which it is not intended,
- The product is overloaded,
- Parts of the product are replaced incorrectly or with unoriginal parts, resulting in damage,
- The repair has not been performed by a qualified technician,
- The fulfilment of the requirements of the Instruction Manual concerning service checks (once each year, or at least for every 500 hours of operation), performed by a qualified technician, can not be proved (the service checks are to be proved on form B0280),
- The product is changed or accessories, not being approved by Logitrans, are used.

Batteries

The warranty is handled by the battery supplier and covers material and assembly defects under the following conditions:

- The batteries are treated according to valid maintenance and charging instructions
- The batteries are not allowed to be discharged more than 80% per day

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The warranty period is **1 year or 1000 equipment working hours (whichever comes first)** for monoblock batteries.

Incorrect use, such as deep discharge and incorrect charging, is not covered by the warranty.

In case of complaints or warranty questions concerning batteries, please contact Technical Support in Ningbo.

Parts not covered by the warranty

The following parts are considered to be wearing parts and are therefore not covered by the warranty:

Bushes - wheels - axles - brushes - brake washers/brake pads - gaskets - chains, and other parts being exposed to wear by normal use.

Warranty on exchange parts and repairs

Exchange parts and repairs carried out by Logitrans are supplied **with a warranty of 1 year or 1000 equipment working hours (whichever comes first) for fully powered products or 1 year based on single shift operation for the other products** to the customer.

The warranty on repairs shall include only parts that have been repaired or replaced.

产品质保

本产品质保条款包含并适用于乐吉腾产品的材料质量缺陷及装配缺陷, 但只限于当该产品缺陷或质量问题经过乐吉腾公司代表检测后确认为妨碍相关部件的正常使用时。

相关产品的问题零部件应在产品交货后的**1年内**, 寄送给乐吉腾公司(运费由买方支付), 同时, 买方需要附送产品服务性能检测文件的复印件。本产品质保条款不适用于产品零部件的正常磨损与调整。

该产品质保期限的制定基于标准8小时工作的排班制度。如果买方企业采用“两班倒”的排班制度, 则质保期限应减半操作; 若买方企业采用“三班倒”的排班制度, 则质保期限应当缩减至原期限的三分之一。

针对全电动类产品, 其产品质保期限为产品交货后的**1年或1000个设备工作小时(以先到者为准)**。

产品质保不适用于以下情形:

- 没有根据产品说明书和操作指南正确使用本产品而导致的问题的;
- 在不合理的环境中使用本产品;
- 使用本产品时超过其额定载重的;
- 私自错误地更换零件或因没有使用原厂零件, 而导致产品的问题的;
- 非专业人员维修本产品而导致的问题的;
- 虽然产品的维修与检查(每年一次, 或每运行500小时检查一次)是由合格的技术人员按操作说明实施的, 但却无法提供有效的书面证明(维修与检查由B0280表单证明)而导致的问题的;
- 未经本公司允许, 私自改装本产品或使用了未经本公司认可的附件, 而导致的问题的。

电池



电池的质保承诺是由本公司电池供应商兑现, 质保范畴包括电池材料问题和装配瑕疵; 但必须符合以下情况:

- 电池是根据说明书进行有效地维护和充电的;
- 电池每天的放电量不得超过80%;

整体电池的质保期为**1年或1000个设备工作小时(以先到者为准)**。

不恰当地使用电池, 比如过度充电或不正确地充电而导致的问题, 将不在质保范畴之内。

关于电池方面的任何投诉或质保问题, 请联系本公司在宁波的技术服务部门。

不在质保范畴内的零件

以下零件属于易损件, 而所有易损件都不属于质保范畴:

衬套、轮子、轴、碳刷、刹车垫片或刹车片、垫圈、密封件、链条, 以及其他正常使用的易损部件。

关于曾经更换过的零件和维修的质保

所有被本公司更换过的零件和由其实施过的维修服务, 其质保周期为: a. 针对全电动类产品, 维修完成后的**1年或1000个设备工作小时(以先到者为准)**; b. 针对非全电动类产品, 维修完成后的**1年内(该“1年”时间为基于标准8小时工作的排班制度。如果买方企业采用“两班倒”的排班制度, 则质保期限应减半操作; 若买方企业采用“三班倒”的排班制度, 则质保期限应当缩减至原期限的三分之一)**。

该质保范畴仅仅局限于那些被本公司更换或维修过的零件。

Warranty/Compensation

Spare parts delivered during the warranty period will be invoiced. A credit note will be sent immediately after we have received and tested the defective parts and found that the warranty conditions have been met.

质保/赔偿

质保期内送达的相关产品零部件都将被开具发票。乐吉腾会在收到缺陷部件后对其进行测试, 如确定该零部件满足质保条件, 将立即发送给您一张红字发票以冲销此前的发票。

Service and repair

You should be able to make adjustments and perform minor repairs on the spot. However, major repairs should be left to Logitrans or Logitrans dealer who has well-trained personnel and the necessary special tools.

服务与维修

您应当能够针对小问题进行调整及维修。然而, 重大修理应由乐吉腾或乐吉腾协定经销商委派的专业人员使用必要的工具来完成。

Liability exemption

The manufacturer accepts no responsibility for personal injury or material damage arising from deficiencies, defects or improper usage. The manufacturer accepts no responsibility for lost earnings, operating losses, lost time, lost profits or similar indirect losses incurred by the purchaser or a third party.

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责任免除

因产品缺陷或使用不当导致的人员受伤或物资损失，以及对买方或第三方造成的收益损失、经营损失、时间损耗、利润损失或类似的其它间接损失，制造商不承担任何责任。

