

DOCUMENT MD 855-01 – REQUEST FOR TOOLS ON REPAIR

FPT – FLUID POWER TECHNOLOGY srl requires, through this Form, the Customer/Potential Customer to complete the basic information accompanying the goods to be repaired. **Please complete one form for each individual device to be repaired.** The repair procedure will be taken over only if this form is filled out exhaustively in all its parts. The present form and the shipping document must **ABSOLUTELY** accompany the tool to be repaired inside the packaging. Failure to receive this Form will result in the rejection of the relevant shipped goods.

Destination address of the goods:

FPT Fluid Power Technology – attn. Repair Area - Via San Biagio, 18 - 16040 Ne (GE) Italy

RULES REGULATING THE MANAGEMENT OF REPAIRS

- 1) By signing this document, the Customer declares to have read and fully understood the general contract conditions available at the following link: <https://www.fpt-worldwide.com/wp-content/uploads/2019/05/Sales-condition.pdf>
- 2) To this form you can attach photos or send videos via email that you deem useful for the purposes of the repair.
- 3) Regardless of whether the Customer requests that the repair be carried out under warranty or not and regardless of FPT's assessment of whether the warranty is operational or not, the Customer has the obligation to send to FPT, at the address specified above as "Destination address of the goods" means the goods on which the repair is requested: FPT does not carry out repairs at the Customer's home or in other places. Sending the goods to FPT and collecting the goods from the FPT premises are always the sole responsibility and expense of the Customer.
- 4) If the Customer requests that the repair be carried out under warranty, FPT reserves the right to carry out any assessment regarding the verification of the actual applicability of the warranty terms to the specific repair request. In the event that, following the verification, FPT deems that the guarantee is not operational, FPT will send the Customer a quote: the Customer can accept the quote by means of the order sent to the Repairer, which, to be effective, must correspond exactly to the estimate.
- 5) In the event that the Customer does not request that the repair be carried out under warranty, FPT will send a quote prepared on the basis of a technical evaluation. If the customer does not respond after receiving the estimate or communicates that he does not wish to continue with the repair after receiving the estimate, he will still be charged a flat rate of €100.00: in this case, however, FPT will send a warning to the customer ordering him to recover his assets within thirty days of the formal notice. The Customer hereby authorizes FPT to destroy and dispose of such goods if not recovered within the aforementioned thirty-day period.
- 6) The estimate has a purely indicative value: the definitive price of the Repair will be determined, in the form of a final balance, at the end of the same and may increase compared to what is indicated in the estimate, without any need for the Repairer to justify the increase: the any necessary interventions/materials not identified during the preliminary analysis will be communicated to the Customer during the repair phase. The Customer undertakes from now on to accept the final cost statement, if duly justified.

DATA AND INFORMATION

CUSTOMER DATA

Type (mark "✓" on pertinent option)

Customer

Prospect (Potential customer)

Company Name

Address

Country

CONTACT PERSON

Name and Surname

E-mail address

Phone number

DATA OF TOOL TO BE REPAIRED

Product type

Product code

Product batch number (if available)

Detailed description of defect / malfunctioning

The Customer declares to have carefully read the aforementioned general conditions at the link: <https://www.fpt-worldwide.com/wp-content/uploads/2019/05/Sales-condition.pdf> and to approve them entirely and without reservation

(company stamp and signature)

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, the Customer declares to have read with particular attention and to specifically approve the following articles of the general conditions, the indication of which also includes each individual paragraph: 3 (FORMATION OF THE SUPPLY CONTRACT AND OF THE REPAIR CONTRACT), 4 (WAIVER OF THE CUSTOMER TO CERTAIN EXCEPTIONS ON THE CONCLUSION OF THE SUPPLY CONTRACT), 5 (TECHNICAL DATA, DRAWINGS AND DOCUMENTS IN THE SUPPLIER'S CATALOGS OR PROSPECTUS), 6 (MODIFICATIONS TO THE PRODUCTS), 7 (PROHIBITION OF USE NON-COMPLIANT AND OF DISCLOSURE OF INFORMATION AND DATA RELATING TO THE SUPPLY), 8 (DELIVERY OF THE GOODS SUBJECT TO THE SUPPLY AND/OR REPAIR), 10 (DEVICES IN THE GOODS SUBJECT TO THE SUPPLY AND THEIR REPORT TO THE SUPPLIER), 11 (GUARANTEE FOR THE DEFECTS), 12 (DECLARATION ON THE NATURE OF THE CUSTOMER AND THE CONTRACTUAL RELATIONSHIP), 14 (EXPRESS TERMINATION CLAUSE AND PENALTY CLAUSE), 15 (CONVENTIONAL WITHDRAWAL), 16 (APPLICABLE LAW AND INTERPRETATION CLAUSE), 17 (EXCLUSIVE JURISDICTION AND COURT).

(company stamp and signature)

Date of filling DOCUMENT MD 855-01 (pages 1 & 2)

/ /
Day Month Year