

## Service Order

Notes: ① Fill in the form online or on paper ② Send in service order by email  
 ③ Attach the service order to the outside of the item or hand it over personally.

Customer No.*1): _____ Company *2): _____ Street & No.*2): _____ Postcode & place *2): _____	Contact*3): _____ Telephone office*3): _____ Mobile phone*3): _____ E-mail*3): _____
Different address: <input type="checkbox"/> Collection <input type="checkbox"/> Return <input type="checkbox"/> Collection and return <input type="checkbox"/> Service address	
Occupied on working days by _____ to _____ (Time) Co./ Contact: _____ Str. & No.: _____ Postc. & place: _____	

### Articles related to repair or maintenance

Pos.	Product description:	YOM*4):	Serial No.*4):	OH*5):	Error occurs: <input type="checkbox"/> always <input type="checkbox"/> occasionally	<input type="checkbox"/> Warranty check*6
01	(1) Detected defects / description of defects:		(2) What caused the defects:		(3) What repairs have already been carried out:	
Remote control: <input type="checkbox"/> functioning <input type="checkbox"/> defective <input type="checkbox"/> FFB500 <input type="checkbox"/> FFB2000 <input type="checkbox"/> FFB2000-Pro		Dynamic pressure supply air*7): _____ mbar Dynamic pressure amplifier*7): _____ mbar		<input type="checkbox"/> Error agitator unit <input type="checkbox"/> Error electric sluice gate <input type="checkbox"/> FI trips <input type="checkbox"/> Error rotary valve <input type="checkbox"/> Unusual running noises <input type="checkbox"/> Breathing protection *11)		
02	(1) Detected defects / description of defects:		(2) What caused the defects:		(3) What repairs have already been carried out:	
Remote control: <input type="checkbox"/> functioning <input type="checkbox"/> defective <input type="checkbox"/> FFB500 <input type="checkbox"/> FFB2000 <input type="checkbox"/> FFB2000-Pro		Dynamic pressure supply air*7): _____ mbar Dynamic pressure amplifier*7): _____ mbar		<input type="checkbox"/> Error agitator unit <input type="checkbox"/> Error electric sluice gate <input type="checkbox"/> FI trips <input type="checkbox"/> Error rotary valve <input type="checkbox"/> Unusual running noises <input type="checkbox"/> Breathing protection *11)		

 More items or details added on separate form

 Description, pictures or video clips submitted by email on \_\_\_\_\_ 202\_\_ \*8)

### Service options

- Bring-in service or repair or maintenance at the Renningen location. Typical service duration: 1-4 working days from provision.**  
 Provision of the items by the customer for repair or maintenance at our location in Renningen during normal business hours\*10). After timely prior appointment and a prior assessment of the feasibility by our order acceptance department, individual or all items can be processed and handed back on the same day if necessary. This usually requires submission in the early morning.
  - ➔ Requested date for bring-in service on which the goods will be made available in Renningen: Date: \_\_\_\_\_ 202\_\_, Time: \_\_\_\_\_
- Pick-up and return service (only DE). Typical service time: 2-4 working days from provision plus 3-5 working days for outward and return transport.**  
 Provision of the items by the customer for repair or maintenance at a collection address to be named. Collection of the goods by the forwarding agent commissioned by X-Floc. Carrying out the repair or maintenance work. Subsequent return of the goods to the delivery or return address to be specified.
  - ➔ Dimensions **package 01\*12):** \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ cm (LxBxH) and weight: \_\_\_\_\_ kg. **Package 02\*12):** \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ cm, weight: \_\_\_\_\_ kg.
  - ➔ Date and time from which the goods will be available at the collection address specified above.: Date\*9): \_\_\_\_\_ 202\_\_, Time: \_\_\_\_\_
- On-site service. Typical service duration: 1 working day plus lead time for planning and coordination of the on-site service call.**  
 Service call on site after prior appointment and provision of the items regarding repair or maintenance at a service or object address to be named. A prerequisite is a prior assessment of the feasibility of the planned measures. There is no entitlement to complete execution; as a rule, the articles that have not been repaired can be handed over by the service technician for further processing.
  - ➔ Desired date for service call on which the goods are ready at the service address specified above: Date\*9): \_\_\_\_\_ 202\_\_, Time: \_\_\_\_\_

### Maintenance/repair options

- Cost estimate required, flat-rate expense charge in the amount of 3% of the cost estimate. 3% of the cost estimate, but at least EUR 30. The amount will be charged in the event of an order.
- Repair/repair immediately if the costs do not exceed an amount of \_\_\_\_\_ EUR (fastest processing).
- Hand over defective or replaced parts upon return. Otherwise, the parts will be disposed of properly by X-Floc at no further cost.
- Inspection according to VDE0113 (approx. 0.5 hours/machine) is not commissioned. The machine is then usually returned without a valid inspection sticker.
- The approx. 1-hour test run routinely recommended after completion of repair and maintenance should not be carried out. This will reduce the warranty claim.
- An extended final inspection using insulation material (effort approx. 1h) is to be carried out. The required insulation material must be provided and taken back by the customer.

### General notes

- Breathing apparatus submissions can only be accepted and processed in conjunction with a completed [Service-/Repair Form Breathing Protection](#).
- Contaminated or not emptied machines/articles can only be accepted after cleaning. Carry out cleaning and disposal at a charge.
- In addition to the [Terms and Conditions of Sale and Delivery](#), the repair and service conditions printed overleaf shall be deemed agreed.

Date \_\_\_\_\_ Signature of client \_\_\_\_\_

Internal notes: _____ Clerk: _____	<input type="checkbox"/> SU <input type="checkbox"/> FW <input type="checkbox"/> JK <input type="checkbox"/> AS
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\*1) 5 digits, e.g. invoice and other documents

\*3) Mandatory field / information required

\*5) Operating hours, see hours counter

\*7) See Quick Check Guide [x-floc.com](http://x-floc.com) → [Quick Check](#)

\*9) Empty runs due to inaccurate data will be recalculated

\*11) Note the information on respiratory protective equipment under "General information"

\*2) Required if no customer no. available

\*4) Year of manufacture / see type plate

\*6) Copy of invoice required for verification of warranty claim

\*8) Email to [info@x-floc.com](mailto:info@x-floc.com), Attachment of max. 10MB, or via [www.wetransfer.com](http://www.wetransfer.com)

\*10) Mo-Fr 7:00-12:15 Uhr and 13:00-16:15 Uhr, Fridays to 15:00 Uhr

\*12) Damage due to improper packaging is not insured

## Repair and Service Conditions Status 22.04.2021

### 1 Scope of services

1.1 The scope of services is determined by our offer, our written order confirmation and these terms and conditions, which shall remain binding even if individual provisions are invalid. Ancillary agreements and subsequent amendments require our written confirmation to be valid.

1.2 In the event of repair at the customer's premises, he shall provide us with technical assistance free of charge. He shall point out to us possible sources of danger, existing safety regulations and unrecognisable risks which may arise when carrying out the repair.

### 2 Cost estimates / repairs that cannot be carried out

2.1 Cost estimates contain non-binding guideline values. If the repair cannot be carried out at the estimated cost limit or at the cost limit specified by the customer, the limit may be exceeded by up to 15% without obtaining the customer's prior consent. Only written estimates expressly designated as binding shall constitute binding price estimates.

2.2 If a repair order is terminated prematurely or cannot be carried out for other reasons, we shall charge for the services rendered.

2.3 In the event of repairs that cannot be carried out, we exclude liability for damage to and outside the object of repair.

2.4 If items are no longer or not economically repairable and we recommend scrapping to the customer, the item to be repaired can be collected dismantled within the set period. We can carry out the scrapping no later than 6 weeks after the cost estimate has been drawn up.

### 3 Warranty

3.1 If a time period for the repair order is not agreed, we will carry out the repair in a reasonable time. If a binding repair time is agreed, the period for carrying out the repair shall be extended appropriately if previously unrecognised repair work becomes necessary. The same shall apply in the event of hindrances - including those of our suppliers - due to measures within the scope of industrial disputes, as well as unforeseen events beyond our control, insofar as such events have a significant influence on the performance of the repair.

3.2 An agreed repair period shall be deemed to have been complied with if we have enabled acceptance of the object of repair by the agreed date at the latest. If the acceptance does not take place at the place of repair, the agreed date shall be the date of dispatch.

3.3 If we are in default with the execution of the repair, we shall pay damages after the expiry of a reasonable period of grace granted to us, with corresponding proof of damage. It is limited to 0.5% for each full week after the expiry of the grace period, but not more than a total of 5% of the repair price. The client's right to withdraw from the contract remains unaffected, further claims are excluded.

### 4 Transfer of risk, insurance, acceptance

4.1 The risk for the object to be repaired remains with the client in any case. We shall insure it against transport damage at our expense.

4.2 Acceptance of the object to be repaired shall take place immediately after completion or notification of completion of the repair work and shall be confirmed in writing. If this is not done, acceptance shall be deemed to have taken place if it is not refused within 2 weeks thereafter with written justification.

### 5 Remuneration, payment

5.1 The basis of the remuneration shall be our respective valid price and charging rates, unless otherwise agreed. The remuneration is due immediately after receipt of the invoice in cash, strictly net. Transport costs for the object to be repaired shall be borne by the client.

5.2 If payment is not made in due time, the client shall be in default without a reminder. We are entitled to demand default interest in the amount of the applicable bank gross interest rate for loans without separate proof. Furthermore, in the event of default, all our claims against the principal shall become due immediately and the principal shall then also be in default with these payments. If information or other circumstances indicate that our claims from the repair contract are at risk, we shall be entitled to withdraw from the contract without any obligation to pay compensation while maintaining our claims from partial performance.

5.3 The invoice shall be deemed accepted if it is not objected to within 14 days. The withholding of payments due to notices of defects or alleged counterclaims as well as offsetting against such is excluded insofar as these are disputed by us and have not been legally established.

### 6 Right of retention, lien

6.1 Until all claims have been settled, we shall have a right of retention and an extended lien on the object to be repaired.

## Data protection information Status 22.04.2021

Responsible in terms of the Data Protection Regulation (DSGVO) is X-Floc Dämmtechnik-Maschinen GmbH, Rosine-Starz-Str. 12, 71272 Renningen, Germany

Personal data: In the course of processing the service order, we process the following categories of personal data: Name, first name, addresses, company, telephone numbers, email addresses.

All personal data is processed exclusively for the following purposes: For the execution of the contractual relationship. The legal basis for this is Art. 6, Para. 1, S. 1b DSGVO (contract processing).

### 7 Warranty

7.1 We provide a warranty for defects in our services in such a way that, if notified immediately by the customer, we will remedy the defects by rectification of our choice. If we are in default by exceeding a reasonable period for rectification, the client may claim a reduction in price. If the cost of the repair is disproportionate to the remuneration, we shall be entitled from the outset to provide a warranty in such a way that we reduce the repair remuneration accordingly. If no agreement is reached on the extent of the reduction, the customer may declare rescission. Further claims are excluded.

7.2 For the essential third-party products provided and installed by us for the repair, our warranty and liability shall be limited to the assignment of the claims in this respect to which we are entitled against the upstream supplier.

7.3 We shall not assume any warranty for material provided to us by the client and for reused old parts even if we have inspected them and found them to be free of defects.

7.4 The warranty is excluded if the customer carries out rectification work without our consent or has it carried out by third parties. It shall also lapse if the customer does not give us the necessary time and opportunity for rectification work. We shall not be liable if the defect is insignificant for the interests of the customer or is due to a circumstance attributable to the customer.

7.5 The warranty period shall commence on the day the repaired device is handed over to the client or the carrier and shall be 12 months. If we have made subsequent improvements within the scope of our warranty conditions, the warranty period for the subsequent improvement work shall be 3 months. However, it shall run at least until the expiry of the aforementioned 12-month period.

7.6 The liability for defects does not apply to repair parts that are subject to premature wear and tear due to their material properties or the nature of their use. Furthermore, the liability for defects does not apply to natural wear and tear and to damage caused by unsuitable operating and installation conditions, improper storage, improper assembly or inadequate maintenance.

### 8 Liability

8.1 If parts of the object to be repaired are damaged through our fault, we shall repair the object or deliver a new one at our discretion. The obligation to pay compensation shall be limited to the contractual repair price, unless the damage was caused intentionally or by gross negligence.

8.2 Ancillary repair services are not subject to the warranty and rectification obligation insofar as they fall within the operator's area of responsibility by their nature. In particular, we accept no liability for material that is damaged in the process due to its condition during normal handling.

8.3 For damages suffered by the customer as a result of suggestions or instructions given by us or the breach of other secondary contractual obligations as well as the law of tort, our liability to pay compensation shall be limited - to the exclusion of any further liability - to the benefits as set out in clause 7.

8.4 The customer may not assert any claims for compensation against us beyond the claims granted to him here, in particular no claims for damages, also not from non-contractual liability or other rights due to any disadvantages associated with the repair work, irrespective of the legal grounds on which he relies. This exclusion of liability shall not apply in the event of intent, gross negligence on the part of senior employees or culpable breach of material contractual obligations. In the event of culpable breach of material contractual obligations, we shall be liable - except in cases of intent and gross negligence on the part of executives - only for reasonably foreseeable damage typical of the contract. Furthermore, the exclusion of liability shall not apply in cases in which liability is assumed under the Product Liability Act in the event of defects arising from repair services for personal injury or property damage to privately used objects. It also does not apply in the absence of properties that are expressly warranted if the purpose of the warranty was to protect the customer against damage that did not occur to the object of repair itself.

8.5 In the event of an impossibility of performance for which we are responsible, the customer may withdraw from the contract - further claims are excluded.

### 9 Place of performance, place of jurisdiction

9.1 The place of performance for all monetary payments and the exclusive place of jurisdiction, also for actions arising from bills of exchange and cheques, is the court responsible for the contractor's registered office. We are also entitled to take legal action at the customer's head office.

Recipients of data: Your data will only be passed on to companies within the group of companies or to third parties for the purpose of implementing the contract. Your data will only be passed on to third parties if we are legally obliged to do so.

Right to object: If personal data is processed on the basis of legitimate interests pursuant to Art. 6 (1) p. 1f DSGVO, you have the right to object to the processing of your personal data pursuant to Art. 21 DSGVO, provided that there are grounds for doing so that arise from your particular situation. To exercise the right of objection, the written form is required.

## Packaging instructions Status 22.04.2021

- Choose the size of the packaging according to the contents. Boxes with too few contents run the risk of being crushed, overloaded packages can burst open.
- Always use high-quality materials for your shipment packaging.
- Look for tear strength, filling material and durability when choosing packaging material.
- Choose boxes made of corrugated cardboard with high-quality wrapping.
- Use heavy-duty, double-walled cardboard boxes for valuable items.
- Use filling materials for cushioning, especially to prevent the packaged contents from moving.
- Use strapping if necessary to seal and secure boxes well. Use strong tape if a strapping machine is not available.
- Ensure that liquids are packed in leak-proof containers with a light, strong inner material (e.g. polystyrene) and sealed with a film.
- Seal semi-liquid, greasy or strong-smelling substances with tape and then wrap them in grease-resistant paper.
- Fill powder and fine-grained material into heavy-duty plastic bags, close them tightly and then pack them in a sturdy, fibre-reinforced cardboard box.
- Use "directional arrow labels" ("Arrow-up") for non-solid materials.

- When reusing cardboard boxes, remove all stickers and labels. Make sure the carton is in good condition and not worn.
- Always remember that poor or unsuitable packaging can cause damage to surrounding consignments.
- The consignor must affix one address label to each of the parcels in a consignment and two address labels to each pallet. These labels must indicate the total number of parcels contained in the consignment.
- The special instruction labels must be clearly visible on each individual package and pallet.
- The consignor is responsible for the labelling of dangerous goods consignments in accordance with the applicable dangerous goods regulations.
- Do not use bags made of fabric or cloth.
- Do not over-seal your package. Make sure that all shipments can be opened by customs authorities for inspection.
- Do not use cellophane tape or twine to secure your shipment.
- Labels or stickers for fragile goods and goods to be handled with care ("Fragile" and "Handle with care") are no substitute for careful packaging! They are for information purposes only.