

## **WARRANTY TERMS AND CONDITIONS OF ZOOMLION BUILDERS HOIST (FOR DISTRIBUTOR)**

### **中联重科施工升降机质量保修条款（经销商版）**

#### **1. Introduction to the Warranty Policy**

##### **前言**

**1.1** This Warranty is only applied for Zoomlion builders hoist licensed by overseas official distributors.

本质保政策仅适用于海外经销商销售的中联重科施工升降机产品。

**1.2** Zoomlion warrants its products to be free from defects in material and workmanship for a certain period of time. However, damages to products caused by human factors, accidents or force majeure are excluded from this Warranty.

中联重科承诺免费更换或维修那些由于材质或工艺问题而导致的产品功能失效、性能严重下降等缺陷部件，人为损坏、意外损坏及不可抗力损坏均不在保修范围内。

#### **2. Warranty Period**

##### **质保期限**

**2.1** Warranty of the following special parts shall be in accordance with industry regulations, details are as follows:

特殊零部件的保修将严格按行业相关标准执行，规定如下：

**2.1.1** Warranty period for imported parts follows the terms and conditions of warranty provided by corresponding component suppliers.

国外进口零部件：参照进口零部件供应商提供的质量担保条例执行。

**2.2.2 Main structures including suspension cage, guide rail bracket, powered float, framework adhered to wall, cable drum, mounting chassis and high-strength bolt:** warranty period would be twelve (12) months from the date of delivery to end user, while not exceeding sixteen (16) months from the date of B/L, which occurs first.

**主体结构：吊笼、导轨架、动力板、附墙架、电缆卷筒、安装底架、高强度螺栓：**质保期为自产品交付至终端客户之日起 12 个月，但不得超过提单之日 16 个月，以先到为准。

**2.1.3** Warranty period of the following parts is six (6) months from the date of delivery to end user while not exceeding ten (10) months from the date of B/L, which occurs first:

以下零部件的质保期为自交付至终端客户之日起 6 个月，但不得超过提单之日 10 个月，以先到为准：

- protective fence;  
防护围栏;
- gear rack;  
齿条;
- transmission: electric engine (band brake), shaft joint (quincuncial elastic spider) and gear-box;  
**传动装置：**电机（带制动）、联轴器（梅花形弹性元件）及变速箱;
- full protection device: anti-falling safety device;  
**全保护装置：**防坠安全器;
- electrical system: contactor, transformer, phase order protection relay, breaker, electric bell and limit stop.  
**电器系统：**接触器、变压器、相序保护继电器、断路器、电铃、极限开关。

**2.1.4** Warranty period of the following parts is three (3) months from the date of delivery to end user while not exceeding seven (7) months from the date of B/L, which occurs first:

以下零部件的质保期为自交付至终端客户之日起 3 个月，但不得超过提单之日 7 个月，以先到为准：

- all the buttons and electric control cabinet lockers;  
各种按钮、电控柜门锁;
- operating platform in driver's cab and braking system for transmission;  
司机室操作平台、传动装置刹车系统;
- all the pulleys, back gears and driver gears on the hoist.  
升降机上的所有滑轮、背轮及传动齿轮。

**2.2** Warranty on **parts replaced within warranty policy** shall refer to the corresponding categories specified in the articles above. In any conditions, the warranty would end after twelve (12) months from the delivery date of builders hoist to End User while not exceeding sixteen (16) months from the date of B/L, which is applicable.

质保期内新更换的属于质保范围内的零部件，其质保期将参照上述条款规定的相应备件的时间期限。无论如何，其质保期将在施工升降机整机交付至终端客户之日起 12 个月（但不超过提单之日 16 个月）结束，以先到为准。

**2.4 Parts ordered from Zoomlion while not covered by warranty (unwarranted items specified in Article 3 are excluded) would be guaranteed for three (3) months from the date of delivery to end user while not exceeding five (5) months from the date of B/L, which occurs first.**

向中联重科购买的非质保范围内的零部件（**不包含第三条所述的非质保部件**），自交付至终端客户之日起享受 3 个月质保，但提单之日起不超过 5 个月，以先到为准。

### **3. Un-guaranteed Items**

#### **非质保部件**

Items not stipulated in **Article 2** of this Warranty are unguaranteed parts, including but not limited to:

本质保**第二条**约定的质保内容以外的部件，均为非质保部件，包括但不限于：

#### **3.1 Fading, damage and flake-off to product appearance, components paint and label etc..**

整机外观及各部件油漆和标识退色、损伤、剥落等。

#### **3.2 All wearing parts, fragile parts and consumable parts, including but not limited to:**

所有易磨损件、易破碎件及易耗件，包括但不限于：

- wearing parts: sealing parts (O-rings, rhombus rings etc), braking block and hoisting cable, etc.  
易磨损件：密封件（如 O 型圈、菱形圈等）、刹车片、钢丝绳等；
- fragile parts: all types of buttons, switches, plugs, sockets, barrier lamps, illuminative lights and glass etc.;  
易破碎件：各类按钮、开关、插头、插座、障碍灯、照明灯、玻璃等；
- consumable parts: lubricating oil, etc.  
易耗品：润滑油等。

**3.3 Such delivery attached documentation as certificates and operation manuals are not included in the warranty scope, so please keep them properly.**

随机资料包括塔机的监检证、合格证、说明书不在保修范围内，妥善保管，如有丢失原则上不给予补办。

### **4. Exclusions & Limitations**

本“协议”质保不包含：

**4.1** Faults caused by End User's failure in correct operation or conducting daily maintenance and adjustment, without following instructions specified in *Operation Manuals* and/or other relevant safety operation requirements.

因用户违反产品使用操作说明及有关安全操作规程要求，未正确操作或未进行日常维护、保养和调整而造成的产品故障。

**4.2** Within the warranty period, damages caused by product repair conducted in any organizations not designated by Zoomlion if without Zoomlion's prior written approval.

在“质保”期内，产品出现故障，未经中联重科书面同意和授权，用户在非中联重科指定的维修机构进行修理所产生的问题。

**4.3** Within the warranty period, problems caused by product repair conducted in any organizations not designated by Zoomlion when major accident happens on machine, without Zoomlion's prior verification of the accident reasons and consequences.

在“质保”期内，产品出现重大事故，未经中联重科对事故原因及产生后果进行有效鉴定，用户在非中联重科指定的维修机构进行修理后出现的问题。

**4.4** Damages caused by force majeure, human factors or unexpected accidents.

因不可抗力所造成的损坏、人为或意外事故造成的损坏。

**4.5** Quality problem caused by any alteration or modification of parts by Customer/ End User himself/herself without Zoomlion's prior written approval; fault caused by using fuel, hydraulic oil, lubricating oil, anti-freezing fluid not conformed to *Operation Manuals* or not adopting designated material in maintenance.

未经中联重科书面同意，用户自行改装或换装零部件引起的质量故障，使用不符合《产品使用说明书》规定的燃油、液压油、润滑油、防冻液或在保养中未采用规定材料而造成的故障。

**4.6** Damages caused by improper operation and shipment during product transportation, delivery and storage, which without Zoomlion's involvement.

在中联重科未参与的产品运送、交付、保管过程中，因用户不当操作、装运，造成产品缺损或毁坏。

**4.7** Within the warranty period, damages caused by keeping the faulty machine operating without Zoomlion's prior written approval.

在“质保”期内，产品出现故障后，未经中联重科书面同意，用户继续使用而造成的损坏。

**4.8** Damages caused by use of non-original Zoomlion parts supplied.

未使用中联重科提供的原装零配件造成的产品故障。

**4.9** If payment is not executed according to the payment terms stipulated in main Sales Contract, Warranty would be refused by Zoomlion.

未按照主合同要求付款。

## **5. Fees & Expenses**

### **第五条：费用**

Zoomlion shall be responsible for delivering the warranted parts to port (including inland port) designated by distributor and cover the freight and insurance arising therefore. However, fees and expenses incurred after shall be borne by distributor, including but not limited to duties, customs clearance fee, transportation cost and etc.

中联重科负责将质保备件发运至经销商指定港口（包括内陆港），并承担由此产生的运输费及保险费。但是，质保备件此后产生的费用则由经销商自行承担，包括但不限于税费、进口清关费、境内运输费等。