

DPF Cleaning



DEUTZ Netherlands B.V.

e-mail address:
technicalsupportNL@deutz.com

Malachiet 300
NL-3316 LD Dordrecht

Company Name :

Purchase ordernumber:

Amount of DPF-filters:

Request for:

- Cleaning of DPF (Deutz genuine DPF)
- Cleaning of DPF (Third party DPF)

Please fill in completely (If you want to clean more than 1 DPF filter, fill in the table on page 3 of this document) :

Engine Serial No.: _____

DPF assembly date: _____ Running hours (Since Assembly): _____

OE-Filter-Nr.: _____

Emission class: Stage 4 or lower | Stage 5

Existing Oil pollution: No | Yes

Attempts of self-cleaning: No | Yes, by using: _____

Are there any damages visible from outside No | Yes, described as follows:

Gasket Set required: No | Yes

Requested date for pick-up of the DPF (Mo. – Fr.): _____

Package dimensions (cm/kg): Length: _____ Height: _____ Width: _____ Weight: _____

Note:

1. The cleaning requires only the filter core and no sensors or other secondary components to the DPF.
2. Delivering a whole filter system will generate additional charges for dismounting.
3. DEUTZ is not liable for defective components, damages of the filter before cleaning or functionality related to dismantled sensors.

Pick-Up Address: _____

Delivery Address: _____

Invoicing Address: _____

Contact Person: _____ E-Mail: _____

Phone No.: _____ Fax: _____

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I hereby accept the Terms and Conditions and the General Data Protection Rules (GDPR), both of which can be found in full in the second part of this document (page 5-9). These general terms and conditions can also be found at www.deutz.nl

GDPR:

<https://www.deutz.com/datenschutzerklaerung/fragen-und-antworten-zum-datenschutz-bei-deutz/>
<https://www.deutz.com/en/data-protection-notification/faq-on-data-protection-at-deutz/>

Date

Company Stamp

Name / Signature

(Fill in the form correctly, we cannot provide you with the cleaning of DPF without a signature)

Send this information (page 1-3) back by e-mail and a copy in the packaging/box.

Please note the following packing instructions (page 4)

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Packaging Instructions

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	<p>Please, package the DPF in a Foil, and close the foil carefully with tape (protection against dust)</p>
	<p>Use Currogated Cartboard to protect the DPF extra</p>
	<p>Put the DPF into a solid box, and fill up again with currogated cartboard</p>
	<p>Close the box and use solid tape and/or straps; please mark clearly at the outside of the box with your name and address</p>

**GENERAL TERMS AND CONDITIONS DEUTZ BENELUX BV / DEUTZ NETHERLANDS BV
 DPF FILTER CLEANING v1.0**

I. Scope of validity

The services of DEUTZ Netherlands B.V. (DEUTZ) as below mentioned in article II "Subject of the contract" are exclusively subject to these General Terms and Conditions (GTC). As a precaution, DEUTZ expressly objects to the inclusion of any terms and conditions other than the present ones.

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The General Terms and Conditions of DEUTZ shall also apply if DEUTZ carries out the services without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these General Terms and Conditions. By placing an order or accepting services, the customer expressly recognises the General Terms and Conditions of DEUTZ.

II. **Subject of the contract**

DEUTZ shall clean soot/diesel particle filter cores (DPF) of combustion engines on behalf of the customer, in particular for agricultural machinery, commercial vehicles, construction machinery and ships.

The subject of the contract in the area of DPF cleaning is basically the cleaning or replacement of a DPF against payment of the fee by the customer. The DPF of the customer, which is to be cleaned by DEUTZ, will be sent by the customer to DEUTZ or, at the request of the customer, collected by DEUTZ from the customer. If the customer chooses to have the DPF cleaned, DEUTZ shall carry this out in a separate procedure and send the DPF back to the customer. If the customer chooses to exchange the DPF, the customer shall receive an identical DPF from the Xchange product range from DEUTZ in exchange for the DPF (old filter) to be sent to DEUTZ or collected by DEUTZ. The subject of the contract for a replacement filter is thus the transfer of ownership of the DPF (replacement filter) from DEUTZ to the customer against payment of the remuneration and transfer of ownership of the customer's DPF (old filter) to DEUTZ.

III. **Conclusion of contract**

Each order that is received from the customer can be accepted by DEUTZ within ten working days. DEUTZ offers are only binding if they have been issued in writing by DEUTZ. DEUTZ shall be bound by its offers for a maximum of six weeks, unless an offer states otherwise. If DEUTZ does not receive a written declaration of acceptance from the customer within six weeks after submission of the offer by DEUTZ, the offer shall lose its validity. Deviations or additions to the DEUTZ quotation must always be confirmed in writing by DEUTZ for them to become effective.

IV. **Services of DEUTZ**

1. Cleaning of the DPF

a) Cleaning If the customer orders the cleaning of his DPF, DEUTZ is obliged to clean the DPF sent by the customer for cleaning. The cleaning shall be carried out according to a special procedure under consideration of manufacturer-specific specifications. The cleaning process gently removes oil, soot and ashes. Any further disassembly (e.g. of sensors or other attachments) which is necessary to prepare the DPF for cleaning, is not part of DEUTZ's cleaning services and will therefore be invoiced separately to the customer as extra services.

b) Replacement If the customer orders the replacement of the DPF instead of cleaning according to IV.1.a) above, the customer shall receive an identical DPF from the Xchange product range of DEUTZ in exchange for his DPF (old filter) from DEUTZ. If the customer orders the replacement of his DPF, DEUTZ is obliged – subject to acceptance of the order and availability of the DPF – to send a replacement filter to the customer within two working days of the order. The customer shall receive notification from DEUTZ that the replacement filter has been dispatched. DEUTZ shall transfer ownership of the replacement filter to the customer subject to full payment of the purchase price. The customer shall accept the transfer of ownership under reservation of title. In return, the customer shall transfer the ownership of his old filter to DEUTZ in addition to the remuneration; DEUTZ shall accept the transfer of ownership of the customer's old filter. If a replacement filter is not available or not available within the agreed time, DEUTZ shall inform the customer of this immediately.

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c) Quality control/lump sum for damage The DPF (old filters) sent by the customer for cleaning or replacement shall be subjected to a quality control, taking into account the customer's specifications according to section V.1, when they are received by DEUTZ (incoming inspection) or after cleaning before being returned to the customer. The quality control includes a visual inspection with regard to externally visible damage (in particular dismantling damage, oiling, water damage)A protocol shall be compiled concerning the quality control. If the quality control reveals that the old filter has been damaged, DEUTZ shall inform the customer of this immediately. DEUTZ reserves the right to refuse to carry out the commissioned cleaning in the event of a reported damage to the old filter or damage detected during the incoming goods inspection and to return the DPF to the customer uncleaned for a flat-rate charge of EUR 90 net. DEUTZ is entitled to make the customer a purchase offer for a replacement filter (if available). If, in the case of an order for a replacement filter, the old filter transferred by the customer is damaged according to the incoming inspection or notification of the customer, DEUTZ is entitled to invoice the customer for the costs of a brand-new identical DPF or XCHANGE filter plus deposit fees. At the request of the customer, the damaged filter shall be returned to the customer against payment of a lump sum of EUR 90 net, otherwise it will be disposed of by DEUTZ.

d) Transport DEUTZ shall arrange the transport of the DPF if this has been agreed with the customer. The transport includes both the collection from the customer and the return to the customer. In the case of collection, the customer shall be notified of a date by which the DPF to be collected must be packed by the customer without sensors and other attachments in a sufficiently secure manner and made available ready for transport. The customer can also send the DPF to DEUTZ on his own initiative. The return shipment of the cleaned or replacement DPF to the address provided by the customer is always effected by DEUTZ as insured return shipment. The DEUTZ packaging instructions, which are sent to the customer or can be downloaded from www.DEUTZ.nl/DPF-cleaning must be observed and complied with by the customer.

V. **Obligations of the customer to cooperate**

1. Cleaning and replacement of the DPF The customer regularly gives DEUTZ the order to clean or replace his DPF in writing using the order form and stating the information necessary for the execution of the order. Regardless of the form in which the order is placed, the customer is obliged to provide DEUTZ with the following information: Vehicle type, date filter installation, km reading filter upon installation, km reading upon removal, OE filter number, information on self-cleaning attempts, previous damage to the filter, information on problems or abnormalities with regard to the engine mileage of the vehicle, gasket set required, valid address for collection and return, on collection: Dimensions and weight of the package / pallet. This information is necessary for DEUTZ to provide services in accordance with the contract. The customer is obliged to send the removed DPF without sensors and other attachments to the address notified to him by DEUTZ. If the customer orders a replacement filter, he must, for his part, make an appointment with DEUTZ without delay, regularly with the order, to collect the old filter to be replaced, at the latest within seven days of the replacement filter being handed over to the customer by the forwarding agent. For the purpose of sending the cleaned DPF or replacement filter to the customer, the customer must provide a deliverable address and ensure receipt of the shipment.

2. Payment obligation/prices/offset Unless otherwise stated in the order confirmation or offer, the prices are exclusive of transport costs and DEUTZ invoices are due for payment without deduction immediately upon receipt by the customer. Offsetting against payment claims of DEUTZ is only possible with counterclaims that are undisputed or legally established or recognised by DEUTZ.

3. Retention of title DEUTZ retains title to the delivered goods until all payments for the delivered

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goods have been received.

4. Performance time/availability of goods If a replacement filter is not available for a longer period of time, DEUTZ shall refrain from making a declaration of acceptance or an offer. In this case no contract is concluded. If the product designated by the customer in the order is only temporarily unavailable, DEUTZ shall also inform the customer of this in the order confirmation. In the event of a delivery delay of more than four weeks in the case of a binding delivery date agreed between DEUTZ and the customer, the customer has the right to withdraw from the contract. Any payments already made by the customer shall be refunded immediately.

5. Partial services DEUTZ is entitled to provide partial services insofar as these are not excluded by nature.

VI. **Warranty/liability for damages/breach of duty of the customer**

1. Warranty of DEUTZ Warranty claims of the customer with regard to a purchased item presuppose that the customer has properly fulfilled his obligations to inspect and complain. If there is a defect, DEUTZ shall be entitled to choose between subsequent performance in the form of rectification of the defect or delivery of a new defect-free item or new production. If the supplementary performance fails, the customer is entitled to choose between withdrawal or reduction. However, DEUTZ is not liable for any restrictions or cancellation of the functionality of the dismantled sensors or other attachments. In conjunction with replacement filters, DEUTZ assumes no liability that the replacement filter can be used for the intended vehicle or that a purpose beyond the proper function of the DPF itself (in particular compliance with exhaust emission standards) is achieved by means of the replacement filter. The limitation period for claims for defects is – in deviation from the statutory limitation period – 12 months, calculated from the transfer of risk. Subject to the following Section VI. 2. other or further warranty claims of the customer are excluded.

2. Liability for damages of DEUTZ For damages of any kind DEUTZ is liable – for whatever legal reasons – only:

- in case of wilful intent,
- in case of gross negligence by legal representatives or executives of DEUTZ,
- in case of culpable injury to life, body, health,
- in case defects that DEUTZ has fraudulently concealed or whose absence DEUTZ has guaranteed,
- in the case of defects, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used objects.

In the event of culpable breach of material contractual obligations, DEUTZ shall also be liable for the gross negligence of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract. Essential contractual obligations are such obligations that protect the legal positions of the customer which are essential to the contract and which the respective agreement must grant to the customer in terms of content and purpose; furthermore, essential are such contractual obligations whose fulfilment makes the proper execution of the agreement possible in the first place and on whose compliance the customer relies and may rely. Further claims for damages by the customer are excluded.

VII. **1. Breaches of duty by the customer** If the customer violates his obligations to co-operate in accordance with section V and if information is provided only incompletely or incorrectly, in particular with regard to possible self-cleaning attempts, damage or abnormalities, DEUTZ shall

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not be liable for damage to the customer's DPF which is caused or intensified by the proper performance of DEUTZ, in particular DEUTZ shall not be responsible for the functionality of this DPF after cleaning. If the customer has not sufficiently fulfilled his obligation, in particular if the DPF to be collected has not been made available packed in time and ready for transport or the acceptance of the return shipment is not ensured (e.g. because the delivered goods do not fit through the customer's entrance door, front door or staircase or because the customer cannot be found at the delivery address indicated by him, although the delivery date was announced to the customer with a reasonable period of notice), the customer has to bear any additional costs incurred as a result of the unsuccessful collection or unsuccessful delivery. The customer must also bear the costs that arise if not only the dismantled DPF is sent, and therefore further dismantling will be necessary. If the customer delays the collection of the old filter sent by him for the exchange filter by more than five working days calculated from the end of the exchange period, DEUTZ is entitled to invoice the customer for the costs plus the deposit value of an identical DPF of the DEUTZ Xchange product range and to refuse to send the old filter.

- VIII. GDPR General Data Protection Regulation Detailed information on the General Data Protection Regulation can be found at <https://www.deutz.com/datenschutzerklaerung/fragen-und-antworten-zum-datenschutz-bei-deutz/>
or English
<https://www.deutz.com/en/data-protection-notification/faq-on-data-protection-at-deutz/>

Place of performance/legal venue/final provisions The place of performance for all obligations under this contract is the registered office of DEUTZ. These Terms and Conditions of Business and the entire legal relationship between the customer and DEUTZ shall be governed exclusively by Dutch law. The place of jurisdiction for all disputes arising from or in connection with deliveries or services provided by DEUTZ is Rotterdam. Should a provision in these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.