

WARRANTY TERMS AND CONDITIONS

- 1 The terms and conditions of warranty apply to all products supplied by TRIDEC BV, hereinafter referred to as: the Supplier.
The warranty is granted to the product purchaser, hereinafter referred to as: the Buyer, and hereby for the warranty period stipulated in section 2 to those to whom the ownership of the product is transferred by sale: hereinafter called: the End User.
- 2 The supplier warrants her products as follows:
 - 1 Year (12 Months)** warranty for material costs as well as the fixed rate for labour and fixed working times on:
 - newly supplied steering systems (with the exception of the TD steering systems);
 - Components and parts for material-, construction and mounting failures
 - 1 Year (12 months)** on the TD steering systems for material costs as well as labour provided it is in use in the following countries:
Benelux countries, Germany, France, United Kingdom, Austria, Switzerland and the Scandinavian countries.
 - 2 Years (24 months)** on the TD steering systems on material costs as well as labour provided it is in use in one of the following countries:
Benelux countries, Germany, France, United Kingdom, Austria, Switzerland and the Scandinavian countries
In all other countries a standard warranty period of 1 year (12 months) will apply

In case a central lubrication system is installed
5 Years (60 months) on a TD steering systems
2 Years (24 months) for the other type of steering systems
- 3 **Starting date of the warranty periods:**
The warranty periods mentioned in point 2 only go into effect once the warranty application form has been completed and returned to TRIDEC.
After 1 January 2007, this warranty application form will be included with the identity card. The effective date of the warranty period is the date of the first approval as specified on the vehicle registration. The effective date for used vehicles is the date on which the Supplier delivers the product to the Buyer.
- 4 The only liability covered by this warranty is free replacement, repair and/or arranging repair, to the discretion of the Supplier, of those parts the Supplier has found to be defective, on the condition that:
 - These defects are reported to the Supplier within 5 working days after detection by means of the standard Tridec warranty form,
 - A copy of the vehicle registration certificate is presented as proof of the effective date,
 - The Supplier will allow third parties to perform repairs only if advance written permission has been received for a specified labour charge,
 - Inspections for delivery, maintenance work and repairs shall be performed according to the instructions and maintenance schedules stipulated by the Supplier,
 - Only original parts supplied by the Supplier are to be used for maintenance and repairs.
 - The parts replaced under this warranty becomes the property of the Supplier,
 - Installation of the system/component, alterations, modifications or additions to or on the system/component must be approved in advance by the Supplier or performed fully in accordance with the specifications provided by the Supplier,



- Identification plates, numbers, brand signs, warning signs or operating instruction shall not be changed, moved or removed without the Supplier's advance written permission,
- The replacement or repair of parts under the stipulations of this warranty shall not be considered as any acknowledgement on the part of the Supplier of any liability or negligence.

All other costs such as downtime, replacement vehicles, towing costs, telephone charges, travelling expenses and the costs of oil and/or lubricants will not be reimbursed by the Supplier.

- 5 The liability under this warranty does not cover any repairs and costs ensuing from:
- Use of the system/component above the maximum specified fifth wheel/axle load and/or above the maximum load capacity,
 - Negligence on the part of the Buyer/End User,
 - Improper use, improper handling and/or overdue maintenance,
 - Damage caused by an accident,
 - Normal wear and tear,
 - Normal maintenance.

Other than in paragraph 4 mentioned liability, in particular to direct or indirect loss of profit turnover or results are excluded. These exclusions of liability are not intended to exclude or minimise responsibilities enforced by law.

- 6 The warranty period for replacement or repaired parts covered by the stipulations of this agreement shall end concurrently with the guarantee period for the entire system or component.
- 7 For parts of the system or component that the Supplier obtains from third parties, such as, but not limited to: bearings, the Supplier warranty shall not extend beyond the warranty provided by these third parties.
- 8 The Supplier shall provide information and instructions required in order to install the products, have them operate, and to service them. The Supplier shall also keep replacement parts in inventory. The Supplier shall endeavour to process claims within 60 days of written report of the claim.

The warranty, as described in this document, provides all the liabilities and maximum responsibility of the supplier for all of its products and materials and is limited to the value of purchase. No other warranties are given for special, in direct or other purposes. For any kind of occurrence the supplier can not be held responsible for indirect, incidental or specific damage resulting from the sale, use or application of its products. The supplier has no further responsibilities or liabilities to a distributor or other parties concerning the products and materials other than stated in this document.