

# Parts Warranty Certificate

## Warranty Period

Pursuant to this warranty certificate, DAF Trucks N.V. (DAF) warrants that all new parts purchased from DAF's authorized distribution network, that have been purchased by a member of that network from DAF, are free from design and manufacturing defects for a period of **12 MONTHS** from the date of purchase, subject to the terms set out in this certificate.

## Extended Warranty Coverage

Selected items set forth in the Extended Warranty Schedule are warranted for extended periods in addition to and beyond this Parts Warranty.

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## General Terms

### 1. Repair or Replacement

The sole and exclusive remedy against DAF under this warranty is limited to, at DAF's option, (i) the repair or (ii) the replacement of the defective part free of charge for the customer by DAF or by workshops DAF will designate for this purpose or the refund of the purchase price by DAF. DAF will, in addition, (iii) compensate the workshop labour costs reasonably related to the removal of the defective part and the installing of the replacing part, in the event that both the defective and replacing part was installed by an authorised DAF Dealer or DAF Service Partner.

### 2. Conditions for applicability

The provisions set out in this certificate are only applicable if the following conditions are met:

- a. the entitlements under this warranty are adequately evidenced by copies of the sales and invoice documentation, that at the request of DAF be provided by the customer; and
- b. the defect was not caused by insufficient/inadequate repairs or maintenance, or inadequate installation of accessories/ancillary equipment; and
- c. the defect was not caused by the use of fuel, oils, greases, coolants, AdBlue or any fluids that do not meet the DAF specifications; and
- d. the defect was not caused by the use of replacement parts that do not have at least the same quality as the original DAF replacement parts sold by DAF; and
- e. the drivers of the vehicle have acted in compliance with the drivers instructions and no warning signals from the vehicle's board computer systems have been ignored; and
- f. the deficiency was brought to the attention of DAF immediately upon discovery and in any event ultimately within ten (10) days of its discovery; and
- g. the defective part was made available for repair of the defect or replacement by DAF within a reasonable time period at a workshop and at the time indicated by DAF; and
- h. no modifications were made to the standard specifications of the defective part, including but not limited to: identity numbers, marks, seals, warnings or operating instruction labels, the technical, electric and software configuration, tuning, remapping or alteration of engine characteristics and/or tampering with the tachograph, hour-meter or hubometer, unless the relevant modification was expressly approved by DAF in writing and was completely carried out in accordance with DAF's instructions.
- i. the defective part was not subject to negligence, use of undue force, misuse or abuse; and
- j. the defective part was not used for any purpose for which it was not intended when sold and was not operated beyond the factory rated gross weight or legally authorised loading capacity and was not operated in any different, exceptional manner; and
- k. the defective part was operated in compliance with the instructions issued by DAF and/or the original manufacturer;
- l. the defective part has not had any damage resulting from an accident, improper customer installation, misapplication, lack of or insufficient maintenance, improper maintenance, storage, transport, and
- m. the defective part has not had any damage resulting from an external cause (including but not limited to: fire, strike of lightning, loss of electrical power, water damage, earthquake, acts of God) due to which the root cause -at DAF's sole discretion- cannot, respectively cannot unambiguously, be ascertained, and
- n. the customer has fulfilled all his payment obligations with respect to the defective part, and
- o. the customer has invoked his rights under the warranty during the warranty period.

### 3. General Exclusions

#### 3.1 Excluded Causes

From this warranty are excluded:

- a. any and all deficiencies caused by the continued use of the defective part after a defect was discovered or could reasonably have been detected
- b. repairs and/or replacements of parts as a result of abnormal wear and tear and/or improper use, to the discretion of DAF.

#### 3.2 Excluded Products

Excluded from this warranty are further all defects related to:

- a. all parts in which normal wear is part of their function, and which can be strongly influenced by usage, such as but not limited to brake discs, brake pads, fluids/lubricants, adhesives, bulbs, belts, filters, filter-elements.
- b. tyres and tubes;
- c. glass breakage and scratches unless positive manufacturing responsibility is established.

#### 3.3 Excluded Costs

Moreover, excluded from warranty are all costs of and compensations for items not expressly within the scope of this warranty, such as call-out charges, overtime surcharges, telephone charges, travelling costs, costs of oil or other fluids, any other consequential damages of whatever nature and all indirect damages, such as loss of profit. Also excluded from this warranty are costs related to the dismantling or refitting of (body) parts, superstructures, installations or loads impeding or obstructing work under warranty.

**4. Miscellaneous provisions**

- 4.1 Warranty repairs do not constitute an extension of the original warranty period for the defective part or any part thereof.
- 4.2 The factory warranty is given to the first purchaser of a new part and, may be transferred for the remainder of the warranty period to subsequent owners by completing a DAF warranty transfer form, which can be obtained from DAF or from authorised DAF dealers and workshops. If this form is not submitted to DAF within two (2) weeks after the transfer of the ownership, DAF may at its sole discretion decide that the warranty is withdrawn or limited.
- 4.3. By invoking DAF's warranty, the customer agrees and acknowledges that he bought the purchased part in the course of his profession and business activities, that customer is not a consumer and that the purchased part is not a consumer good.
- 4.4 Warranty replacements will only be free of charge if both the replaced defective parts and the parts by which these will be replaced are original parts sold by DAF.
- 4.5 The replacement or repair of parts under the terms and conditions of this warranty shall not constitute an admission of any liability or fault on the part of DAF.
- 4.6 The defective part or any part thereof shall not be returned to DAF without DAF's prior written instruction or consent, but the defective part or the part to which a warranty claim relates shall be placed at DAF's disposal at DAF's first request, free of postage, carriage and freight charges.
- 4.7 If a warranty claim proves to be unfounded, any inspection costs may be charged to the customer, and the customer will be required to take back the defective part and parts that were subject of the claim.
- 4.8 The warranty does not cover any additional costs that may be incurred due to the superstructure or an installation impeding or obstructing work on the defective part, unless such superstructure /installation has been fitted by DAF.
- 4.9 Any terms and conditions deviating from the printed standard language of this warranty certificate will not be valid and will remain unenforceable. The English language version of these terms and conditions will be the authentic and binding version. Any translations of these terms and conditions made available will be free translations provided without representation from DAF that the translation accurately reflects the authentic version.
- 4.10 In case of any dispute about (warranty) claims the burden of proof of the existence and extent of a justified claim shall be on the customer.
- 4.11 No DAF agent, importer, employee, representative or dealer has the authority to make or imply any representation, promise or agreement which in any way varies the terms of these warranty terms and conditions.

**5. Disputes, Governing law,**

- 5.1 All DAF's decisions related to the question as to whether any warranty applies to a particular product, whether a claim under any warranty is justified and whether the terms and conditions applying to such a warranty claim have been fulfilled, as well as what the awarded amount will be under any warranty claim, will be subject to DAF's sole discretion.
- 5.2 Any disputes about the rights and obligations pursuant to this warranty certificate shall in first instance be submitted for resolution to the competent court in Amsterdam, The Netherlands.
- 5.3 This warranty shall, with the express exclusion of any other laws, be governed and interpreted in accordance with the laws of the Netherlands
- 5.4 To the extent any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction leaving the remainder of this warranty certificate unaffected.