

GENERAL WARRANTY TERMS AND CONDITIONS

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Attachment 1

CONTACT

GAMON TRUCKS

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PRODUCTION

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95-050

Konstantynów Łódzki

Poland

ADMINISTRATION

ul. Sosnowa 5

44-203

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Poland

GENERAL WARRANTY TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1. GAMON TRUCKS Sp. z o. o. is a producer of high standard and high-quality vehicles. These vehicles shall be used in accordance with the user manual.
2. During the warranty period, GAMON TRUCKS Sp. z o. o. undertakes to make repairs, replace damaged parts and body assemblies, free of charge.
3. The GAMON TRUCKS Sp. z o. o. Company, hereinafter referred to as the guarantor, does not provide for replacing the vehicle as a whole with a new one, under the performance of its obligations.
4. During the warranty period, complaints shall be made by phone or via email to ASO [Authorised Service Station]¹, defining the type of vehicle malfunction. Handling of the complaint starts the moment the guarantor confirms the acceptance of the complaint notification.
5. If otherwise determined in the contract of sale between the guarantor and the purchaser, the herein warranty provisions shall apply to an extent that is not contrary to the wording of the contract concluded.
6. To all matters not provided for in the herein terms and conditions, the provisions of the Civil Code and other relevant provisions of the applicable law shall apply.

¹ Authorised Service Station (ASO) – an automotive workshop rendering vehicle repair and maintenance services, operating within the distribution system established by the vehicle supplier.

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II. SCOPE OF WARRANTY APPLICATION

1. The purchaser has the right to: free-of-charge rectification (parts and labour) of all material or manufacturing defects found in the vehicle body as well as potential repair of damages resulting from defects in other parts of the vehicle. The decision whether the defective part shall be repaired or replaced, shall be made by ASO, by way of furnishing a relevant information to the purchaser.
2. Warranty terms and conditions regarding the body are included in the body warranty book.
3. The warranty is granted for the body, and its terms and conditions are defined in the herein publication.
4. The warranty granted for the vehicle means solely the free-of-charge repair or replacement of the faulty element with a new one, free from defects resulting from the production process.

III. WHEN THE WARRANTY IS NO LONGER VALID

1. The warranty is no longer valid when:
 - the vehicle is used contrary to its intended use, the conditions of which are defined in the user manual (it regards both the body and the chassis, exceeding of the permissible operating conditions, load, velocity, etc....),
 - unauthorised user changes are made to the vehicle or its body (design or exploitation-related changes),
 - the vehicle is repaired by unauthorised persons or with the application of non-original or improper parts,

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- the required vehicle body inspections are not performed, as mentioned in the herein warranty terms and conditions within the period of +/- 30 days or 50 moto hours, following the required date, due to the reasons attributable to the purchaser (user),
 - periodical chassis inspections are not performed in line with the inspection's interval,
 - recommendations and maintenance indicated in the vehicle body manual are not met and performed.
2. The warranty excludes any malfunctions resulting from wear and tear of body elements, in particular such as:
- glass elements,
 - rubber or rubber covered parts,
 - bulbs and fuse boxes.
3. The producer warranty excludes:
- damages caused as a result of external reasons, like for example: road collisions, crashes, scratches, traces of gravel impacts, etc....
 - mechanical damages of elements and mechanical damages of paint finishes,
 - damages caused by chemical agents,
 - damages caused by a force majeure occurrence: lightning, hail, natural disasters,
4. The Guarantor bears no responsibility for indirect costs connected with the warranty repair, in particular for: travel expenses, allowance, accommodation, towage.

IV. WARRANTY PERIOD

1. The warranty for the vehicle commences the day on which it is released to the purchaser and is confirmed by way of signing the handover-acceptance report.
2. The warranty for the body is 12 months.
3. The 6-month warranty covers the below elements:
 - a) float valves,
 - b) pressure control valves,

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- c) equipment installed inside the tank,
 - d) ball valves,
 - e) water seals on rotating joints,
 - f) system switch drivers,
 - g) valve/gate valve tightness,
 - h) hose connectors.
4. The warranty longer than 12 months covers solely the below elements:
 - a) welded tank,
 - b) intermediate framework.
 5. In exceptional, well-grounded cases, e.g., delays in the delivery of required materials, the repair period may be extended.

V. OBLIGATIONS OF THE PURCHASER

1. The purchaser shall have the obligation to make necessary warranty inspections at the Authorised Service Station (ASO) during the vehicle warranty period.
2. Warranty inspections performed by ASO are chargeable. The payment includes also the materials necessary to perform the inspections.
3. The repair is performed during the warranty period provided that:
 - the fact that the inspections were performed at ASO in line with the table can be documented (Attachment No. 1),
 - recommendations and maintenance were met and performed in line with the body manual,
 - the vehicle is made available for the warranty repair, clean and disinfected, otherwise the service may not be performed.
4. Warranty repairs are performed at ASO or at a place indicated by the purchaser, against payment.

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Attachment 1

TABLE OF WARRANTY INSPECTION INTERVALS

| INSPECTION | PERIOD | NUMBER OF MOTOHOURS |
|------------|--------|---------------------|
| 0 | 1 MOS | 100 |
| 1 | 6 MOS | 250 |
| 2 | 12 MOS | 500 |
| 3 | 18 MOS | 750 |
| 4 | 24 MOS | 1000 |
| 5 | 30 MOS | 1250 |
| 6 | 36 MOS | 1500 |
| 7 | 42 MOS | 1750 |
| 8 | 48 MOS | 2000 |
| 9 | 54 MOS | 2250 |
| 10 | 60 MOS | 2500 |

* Apart from the inspections performed by the guarantor, maintenance works shall be performed in line with the user manual.

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