

GENERAL GUARANTEE CONDITIONS OF ZUIDBERG:

1 DEFINITIONS

- Offer:** every offer by Zuidberg to conclude an Agreement;
- General Terms and Conditions:** The General Terms and Conditions of Sale and Delivery of the Zuidberg companies
- Services:** All (additional) services and/or work, technical or otherwise, of any nature whatsoever, performed by Zuidberg, in the broadest sense;
- End User:** The party who has purchased Goods from the Client, in its capacity as dealer/distributor, or has itself purchased Goods from Zuidberg and is the first user of the Goods;
- Guarantee:** The offering of Services and/or delivery of Goods at no cost, within a certain period of time following the performance of an Agreement and exclusively on the conditions as stated in these Guarantee Conditions;
- Guarantee Period:** The period within which the Client and/or the End User is entitled to make a claim under the Guarantee, as stated in these Guarantee Conditions;
- Guarantee Conditions:** These General Guarantee Conditions of Zuidberg;
- Client:** The natural and/or legal person or persons to whom Zuidberg makes an Offer and/or with whom Zuidberg concludes an Agreement.
- Agreement:** All Agreements between the Parties concerning the sale/purchase and delivery of Goods by Zuidberg to the Client and/or the provision of Services by Zuidberg to the Client;
- Parties/Party:** Zuidberg and the Client jointly or each of them individually;
- Goods:** All items of a tangible nature offered for sale or sold and delivered by Zuidberg;
- Zuidberg:** The private limited companies **Zuidberg Tracks B.V.** (Chamber of Commerce number 52649709), **Zuidberg Frontline Systems B.V.**, also trading under the name of **Zuidberg Transmissions, Zuidberg Tracks, Zuidberg Components**, and **Zuidberg Staalservice** (Chamber of Commerce number 39078483) and **Zuidberg StaalService B.V.** (Chamber of Commerce number 53939379), all having their registered office in Ens, being the users of the Terms and Conditions.

2 APPLICABILITY

In addition to these Guarantee Conditions, all Offers and Agreements are subject to the General Terms and Conditions. These can be sent on request or can be downloaded from our website. These Guarantee Conditions apply equally to the Client and the End User and the Client is obliged to inform the End User of these Guarantee Conditions.

3 GUARANTEE PROVISION

- 3.1 A Guarantee will only be provided for defects which, in the opinion of Zuidberg, are due to material, construction or manufacturing faults which manifest themselves within the Guarantee Period (see Article 3.3 et seq. of these Conditions). After proper investigation, Zuidberg will decide whether a Guarantee will be provided and in which manner this Guarantee will be settled.
- 3.2 Zuidberg is not liable for, *inter alia*, production loss, loss of profits, unusable goods, consequential loss, economic loss or direct or indirect loss caused by a defect in the goods delivered (for a complete overview Zuidberg refers to Article 13 of the General Terms and Conditions).
- 3.3 To claim compensation for labour, the Goods delivered to which the defects apply must have been delivered within a period of eighteen (18) months prior to the Client making a claim under Guarantee (Guarantee Period).
- 3.4 To claim compensation for parts for the Goods delivered, these Goods to which the defects apply must have been delivered within a period of eighteen (18) months prior to the Client making a claim under Guarantee (Guarantee Period).
- 3.5 For parts ordered from Zuidberg other than in connection with a guarantee case concerning Goods delivered by Zuidberg, a Guarantee Period of twelve (12) months applies. This period is based on the date on the packing slip of the Goods delivered.
- 3.6 The guarantee does not cover damage and/or loss or defects caused by, *inter alia*, the following: (at the discretion of Zuidberg):
- defects arising from incorrect use (not in accordance with the user manual);
 - negligence on the part of the user with respect to maintenance;
 - incorrect assembly;
 - the dealer incorrectly or incompletely putting the goods into service and providing incorrect or incomplete guidance;
 - repairs or modifications carried out by the End User without Zuidberg's permission;
 - damage caused by third parties, traffic accidents, outside of normal use;
 - normal wear and tear of the Goods.
- 3.7 Concerning the End User: Under no circumstances is the End User permitted to repair any defects to the Goods delivered. In such cases the End User must contact the dealer/importer where he has purchased the Goods of Zuidberg, who will subsequently take action to solve the problem. The dealer/importer may contact Zuidberg to discuss whether the defect is covered by the Guarantee.
- 3.8 Concerning the dealer: The Client is not permitted to modify any Goods without Zuidberg's permission.
- 3.9 If the Guarantee applies, only the costs of the relevant parts, and hours of labour, if any, will be compensated in accordance with the '*Zuidberg guidelines for compensation of repairs*', which will be determined exclusively by Zuidberg (the guideline will be provided on request). Travel costs and/or time spent in connection with travel to and from the location of the Goods delivered and costs of return shipments will not be reimbursed.
- 3.10 On acceptance by Zuidberg of a claim under the Guarantee, Zuidberg will only be obliged to repair or replace the part of the Goods which in the opinion of Zuidberg has broken down due to the use of faulty material and/or faulty construction.

- 3.11 If it turns out that third parties have performed repairs to the relevant Goods within the Guarantee Period without Zuidberg's permission, the Guarantee will be invalid.
- 3.12 A claim under the Guarantee will only be accepted and dealt with if the request is submitted via the designated Zuidberg guarantee form. Any claims under the Guarantee (including invoices and suchlike) other than via this guarantee form will not be dealt with.
- 3.13 The Zuidberg guarantee form must be fully completed by the dealer, including an exact description of the complaint or of the request for Guarantee. Guarantee forms which are not fully completed will not be dealt with.
- 3.14 A claim under the Guarantee (fully completed by the dealer) must have reached Zuidberg within fourteen (14) days of the discovery of the defect (reference is made in this respect to Article 10 of the General Terms and Conditions).
- 3.15 A guarantee form may not contain more than one complaint.
- 3.16 The owner of the Goods delivered is obliged to cooperate in an investigation immediately following a complaint filed by him. If the owner of the Goods does not cooperate in the investigation, the claim under the Guarantee will lapse.
- 3.17 The provisions of these Guarantee Conditions are only applicable to Goods delivered which are still in the possession of the first owner (End User).
- 3.18 Following a repair of a defect in a part of the Goods delivered, a new Guarantee Period of one year will apply from the date of the repair, on the same conditions as those applicable to the Goods originally delivered. For the other parts of the Goods delivered the period referred to in Article 10.7 of the General Terms and Conditions will remain unchanged.

4 RETURN SHIPMENTS TO ZUIDBERG

- 4.1 Return shipments must at all times be delivered carriage paid to Zuidberg.
- 4.2 Parts which are returned to Zuidberg (in whatever manner) must be cleaned before shipment and properly packaged. Return shipments must at all times bear the machine number of the Goods delivered from which the parts had originally been disassembled. Without this number the claim under the Guarantee will not be dealt with.
- 4.3 If, under the conditions described in Article 1, the Guarantee does not apply to the parts returned, the costs incurred by Zuidberg will be charged to the Client.