



## Warranty Terms and Conditions

The following standard warranty terms and conditions are applicable on all Haldex products sold after 1st January 2006.

1. Subject to the conditions set out below, the Seller warrants that the goods will be free from defect resulting from faulty design, manufacture, materials and/or workmanship for a period of:

- a) 18 months from the date of manufacture, or
- b) 12 months from proven first date of registration/date of purchase, or accepted date of installation; whichever is the first to expire.

2. Where a valid claim in respect of Goods, based on any defect subject to the above warranty, is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Purchaser the price of the Goods (or a proportionate part of the price for the balance of the warranty period calculated on a linear pro rata basis), but the Seller shall have no further liability to the Purchaser.

3. The Purchaser shall bear the cost and risk of transport, both to and from the Seller's works of defective or repaired Goods that are returned in accordance with this condition.

4. In the event that any repair or replacement is made pursuant to the above warranty, the repaired Goods, or part, or replacement, shall have the benefit of the above warranty until the expiry of the warranty period for the originally delivered Goods, and not thereafter.

5. The property in Goods, which are exchanged by the Seller, shall revert to the Seller and shall be promptly returned to the Seller at the risk and cost of the Purchaser.

6. The warranty above is offered by the Seller subject to the following conditions:

6.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser;

6.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage/abuse, negligence, improper maintenance, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Seller's approval, repairs carried out with the use of materials other than the Seller's original spare parts, the use of chemicals such as grease or lubrication oils not approved by the Seller;

6.3 The Seller shall be under no liability in respect to Goods that have exceeded the following Kilometre indication. This applies only to Goods ABA (Automatic Brake Adjuster), ADB (Air Disc Brake), LWS (Lining Wear Sensor) and ATP (Air Treatment Products);

<u>Installation</u>	<u>Max Kilometres (000)</u>
Truck, Trailer, Coach	200
City bus	65

6.4 The Seller shall be under no liability if periodical inspections and maintenance have not been properly carried out. Goods with grease nipple or connection to an automatic greasing system must be greased regularly in a proper way, throughout the lifetime.

6.5 The installation must be in accordance with/fulfil the requirements in the Haldex Designers Manual, per product.

6.6 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment, and

6.7 The above warranty does not extend to parts, materials or equipment, not manufactured by the Seller, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee, as is given by the manufacturer to the Seller.

7. Any claim by the Purchaser under the above warranty shall only be valid if notified to the Seller, within the warranty period, on the Seller's claim report form (available from the Seller on request) within 6 months following discovery of the defect.

8. The Goods, which are the subject of the claim under the warranty, must be returned to the Seller together with the Seller's claim report form in suitable packaging, so as to arrive undamaged in the normal course. The Seller's claim report form must be correctly completed with the name and address of the claimant, claim number (available from the Seller) arrangements made for the return of the product, part number of the product and description of fault. The following additional information must be provided, vehicle description, date of entry into service, date of failure, vehicle usage during this period (miles/kilometres), circumstances under which failure occurred, and the fleet operator using the vehicle.

9. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Purchaser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or the use of resale by the Purchaser and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods.