

Mobile trailer warranty terms

The warranty terms are the basis for providing warranty and resolving warranty related issues for mobile trailers manufactured by AS Respo Haagised (hereinafter 'the manufacturer'). In order to minimise all unforeseeable damage, we recommend making a non-life insurance contract for the mobile trailer, because trailers are complex technical objects.

GENERAL TERMS:

1. The manufacturer shall provide a 5-year warranty for the main construction (frame, body, electrical system, piping) of the trailers, covering the costs of fixing manufacturing and material defects.
2. The warranty for the replaced or repaired trailer is valid for the duration of the initial warranty. The warranty for the replaced or repaired technology and furnishing is valid for the duration of their initial warranty.
3. Technology and furnishing inside the trailers are subject to a 1-year warranty, if preserved in compliance with the user and maintenance manuals.
4. The warranty period starts from the moment the trailer is transferred to the contractual partner (vendor, dealer) of AS Respo Haagised.
5. The manufacturer guarantees that at the time of manufacture the trailer complies with all the requirements of the EC directives currently in force according to the EC type-approval certificate issued to the trailer, and that it has no material or factory defects. In the event of non-compliance with these requirements, the manufacturer undertakes to eliminate them at their own expense.
6. The guarantee only applies when the purchaser can provide the trailer passport or the original purchase document, and if the trailer has a clearly identifiable VIN code or if the purchaser has clearly demonstrated the origin and the date of purchase of the trailer.
7. The warranty only applies to the trailer and its technology and furnishing if the user has strictly followed the user and maintenance manuals.
8. The trailer and its technology and furnishing may be repaired solely by a person having the necessary technical expertise and only after receiving an approval from the manufacturer for which a list of repair works and expenses needs to be submitted.
9. Trailer tyres are subject to tyre manufacturer's warranty and, therefore, are not covered by the trailer manufacturer's warranty; however, the dealer shall assist the owner in filing tyre-related claims if necessary.
10. The warranty precludes manufacturers liability for inconvenience, time commitment, destruction of cargo or any accidental or consequential damage that may be caused to the owner or a third party due to a defect covered by this warranty.
11. The warranty precludes loss or reductions in revenue resulting from the technical malfunctioning of the trailer and any other related costs (towing charges, fuel, telephone calls, lodging, rental or substitute trailer costs or any other cost incurred to obtain warranty service), as well as compensation for

bodily injury or material damage to the owner or to third party resulting from an accident.

12. Under warranty terms, the elimination of malfunctions/defects shall be carried out in one of the following ways:
 - repairing the malfunctioning or defective devices/furnishing or trailer;
 - replacing the malfunctioning or defective devices/furnishing of the trailer with a new one;
 - if repairing a device or furnishing appears to be impossible, or necessary details are no longer produced, then the manufacturer has the right to replace it with an equivalent product.

THIS WARRANTY DOES NOT APPLY IF THE DAMAGE OCCURS DUE TO:

1. fire, vandalism, theft, natural disasters
2. incorrect use of the lifting mechanism
3. atmospheric conditions (rain, hail, strong wind, etc.) have damaged the interior and equipment of the trailer due to openings in the superstructure (doors, windows, hatch etc.) not being securely sealed
4. misuse of the trailer (overload, cleaning marks, improperly pressurised tyres, wrong sized or unbalanced wheels, defects caused by external electrical, water and sewage system, flying gravel or snow, road salt or other chemical substances
5. incorrect storage or maintenance, for example, keeping the trailer in extremely intense or damaging conditions, such as on the sea, at a manufacturing unit, in direct contact with water, chemicals, ashes, concrete, dirt, etc.
6. unevenly distributed load
7. reservoirs (water, toilet, etc.) are not drained and covered before driving
8. improper use of gas system
9. the roof has not been cleared from snow cover thicker than 10 cm
10. incorrect use of the coupling device
11. improper use of the trailer, for example, as a production premise, storage, etc., except for trailers that are designed particularly for such conditions
12. modification made by owner
13. the trailer has not undergone the mandatory inspection
14. natural characteristics of the materials used, or defects caused by environmental effects (aging of paint or coating, fading, surface defects to galvanised materials, etc.)

THIS WARRANTY DOES NOT COVER THE FOLLOWING ITEMS:

1. Pattern differences in the structure of the laminate
2. Smooth surface irregularities on isothermal panels with a maximum depth of 1 mm
3. Surface scratches to the laminate layer which cannot be felt by touch
4. The difference in the width of joints ± 2.0 mm for a length of 0.5 m
5. Changes due to the build-up of dust layers or dirt caused by prolonged immobility
6. Pattern differences in the structure of the laminate
7. Malfunctions of devices caused by lightning or other natural events (force majeure)

8. Trailers with expired warranties

THE FOLLOWING SCENARIOS ARE NOT COVERED BY THE WARRANTY:

1. the owner fails to inform the dealer about a defect discovered on the trailer within 3 business days of its discovery
2. the owner has not discontinued the use of the trailer upon finding a defect
3. the owner does not co-operate in eliminating the defect by failing to provide necessary additional information and evidence, and does not co-operate with the dealer in drawing up the claim act V-M-002
4. the trailer has been repaired or rebuilt without the consent of the manufacturer and the manufacturer has not received a list of repair works or expenses beforehand
5. Changes to parts caused by natural wear and tear (tyres, brake pads / discs, rubber shock absorbers, rims, lights, bulbs, joint sealings, etc.)

PROCESS OF CLAIMS:

1. For each warranty case, a written claim V-M-002 must be drawn up with the representative of the dealer provided that the case is subject to warranty. The dealership must be given the opportunity to check the alleged malfunction.
2. The manufacturer shall respond to the claim within 5 working days, or after check-up, in cases where a thorough technical inspection is required. In case of a reasoned claim for damages, the manufacturer is obligated to perform the repair works within 30 calendar days at the latest.
3. The warranty for the replaced or repaired trailer is valid for the duration of the initial warranty. The warranty for the replaced or repaired technology and furnishing is valid for the duration of their initial warranty.
4. All replaced devices, furnishing or the trailer itself, shall be transferred to the manufacturer for further technical inspection.
5. Only original parts and components may be used for warranty repairs, except if agreed otherwise with the manufacturer in writing.
6. The dealership or distributor shall arrange the repair of malfunctions that have been discovered during the warranty term. The manufacturer shall be contacted to carry out further actions.
7. The location of warranty repairs is the official location of the manufacturer's dealer or workshop designated by the manufacturer. The expenses for transporting the trailer to and from the location of warranty repairs shall be borne by the owner of the trailer.
8. The return and inspection of the equipment and components allegedly defective shall be paid for by the dealer if the expert determines that the equipment or component was not defective.
9. Defects discovered by the dealer during pre-sale inspection shall be eliminated based on current terms and conditions.
10. Distributors are required to check the quality and quantity of trailers delivered by the manufacturer immediately upon delivery and inform the manufacturer regarding non-compliances in writing within 3 working days in the form of claim V-M-002.
11. Damage due to transportation must be registered by the distributor before the unloading of goods. The defects and damage should be immediately

photographed and recorded in writing with the VIN code and manufacturer's factory data sticker. After receiving the trailers, responsibility for their condition is transferred to the distributor.

12. When trailers have been delivered with tires unassembled the person doing the assembly is considered responsible for the quality of the assembly
13. This warranty is the manufacturer warranty, which means that it does not affect the legal rights established in the purchase contract between the owner and the sales representative nor those established by national laws regulating the sale of consumer goods.