

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.

1. The manufacturer shall provide a 2-year warranty for the main construction (frame, body, electrical system, gas system, pipes) of the trailers, covering the costs of fixing production and material defects.
2. Technology and furnishing inside the trailers are subject to the manufacturer's warranty, if preserved in compliance with the user and maintenance manuals.
3. The warranty period starts from the moment the trailer is transferred to the contractual partner (vendor, mediator) of Respo Haagised.
4. 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.
5. The guarantee only applies when the purchaser is able to 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.
6. The warranty only applies to the trailer and its technology and furnishing if the user has strictly followed the user and maintenance manuals.
7. 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.
8. 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.
9. The following scenarios are not covered by the warranty:
 - If the owner fails to inform the dealer about a defect discovered on the trailer within 3 business days of its discovery.
 - If the owner has not discontinued the use of the trailer upon finding a defect;

- If 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;
- If 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;
- Damage caused due to 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.;
- Changes to parts caused by natural wear and tear (tyres, brake pads / discs, rubber shock absorbers, rims, lights, bulbs, etc.);
- Defects caused by misuse of the trailer, external factors or non-compliance with the requirements of the operating and maintenance manual:
 - overload,
 - cleaning marks,
 - improperly pressurised tyres,
 - wrong sized or unbalanced wheels and wheels with unexamined fasteners,
 - defects caused to the trailer by external electrical, water, and sewage systems,
 - defects caused by flying gravel or snow, road salt, or other chemical substances,
 - fire, vandalism, theft, natural disasters
 - *incorrect use of the lifting mechanism.*
- Malfunctions and defects caused by failure to comply with traffic regulations and other safety regulations, including the safety requirements for the electrical equipment and gas installations (if they are included in the trailer equipment);
- Defects caused by people being inside the trailer during driving;
- If the load has not been evenly distributed inside the trailer during driving, resulting in decreased steerability, and all the consequential implications, including uneven wear of tyres;
- If loose items or devices have caused defects or damage to the trailer or its interior and other equipment;
- If all the reservoirs (water, toilet, etc.) are not drained and covered before driving;
- If the gas installation and gas tank are not immediately closed after being used;
- If the parking brake, stop blocks on either side of the wheels, and support legs have not been used during a period of trailer immobility, causing the trailer to move spontaneously;
- If the roof of the trailer has not been cleared from a snow cover thicker than 10 cm, resulting in damage to the walls and/or roof of the trailer;
- If 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;
- If the parking brake is not used during the coupling or decoupling of the coupling device, causing the trailer to move spontaneously;
- Malfunctions caused due to incorrect use of the coupling device;

- Mechanical damage discovered after the trailer has been handed over to the buyer;
 - Improper use of the trailer, for example, as a production premise, storage, etc., except for trailers that are designed particularly for such conditions;
 - Defects caused due to the owner adding details to the trailer that are not part of its original equipment, or altering the construction of the trailer;
 - Defects and malfunctions caused due to the use of a trailer that has not undergone maintenance inspection;
 - Changes due to the natural characteristics of the materials used, or defects caused by environmental effects (aging of paint or coating, fading, surface defects to galvanised materials, etc.);
 - Smooth surface irregularities on isothermal panels with a maximum depth of 1 mm;
 - Surface scratches to the laminate layer which cannot be felt by touch;
 - Pattern differences in the structure of the laminate;
 - The difference in the width of joints ± 2.0 mm for a length of 0.5 m;
 - Changes due to the build-up of dust layers or dirt caused by prolonged immobility;
 - Malfunctions of devices caused by lightning or other natural events (force majeure);
 - Trailers with expired warranties.
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 reductions in revenue resulting from the technical malfunctioning of the trailer and other related costs (fuel, telephone calls, overnight stays, replacement trailer costs, etc.), as well as compensation for bodily injury or material damage to the owner or to third party resulting from an accident.
12. Items not covered under this warranty: inconvenience, loss of time, loss of trailer use, loss of revenue, rental or substitute equipment costs or any other loss or cost including travel time and expenses, such as food, fuel, lodging, etc., incurred to obtain warranty service. Also overtime labor rates, service calls, towing charges, expediting, freight or transportation costs.
13. 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.

14. 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.
15. 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.
16. 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.
17. All replaced devices, furnishing or the trailer itself, shall be transferred to the manufacturer for further technical inspection.
18. Only original parts and components may be used for warranty repairs.
19. 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.
20. The expenses for transporting the trailer to and from the location of warranty repairs shall be borne by the owner if the location of repairs is within a 100 km radius.
21. The trailer brought in for repairs or maintenance must be empty and clean, otherwise the person doing the repairs or maintenance is not obliged to accept it. If additional cleaning or maintenance is needed, the expenses shall be borne by the owner of the trailer.
22. Defects discovered by the dealer during pre-sale inspection shall be eliminated on the basis of current terms and conditions.
23. 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.
24. 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.
25. 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.
26. *When trailers have been delivered with tires unassembled the person doing the assembly is considered responsible for the quality of the assembly.*

27. The packaging of a trailer packaged for transport must be removed from the place of arrival. Prevent the packaged trailer from getting into precipitation.