

## Warranty terms of BAS Trucks B.V.

Warranty for used vehicles

### (Only for use in respect of business customers)

#### § 1 Warranty objects

Conditions of acceptance:

1.1. The warranty applies to:

- A. Tractors, chassis cabin vehicles and box vans (> 12,000 kg GVWR) less than 24 months old and with an odometer reading of less than 300,000 km have a warranty period of 6 months.
- B. Tractors, chassis cabin vehicles and box vans (> 12,000 kg GVWR) more than 24 months old (and less than 48 months old) and with an odometer reading of less than 500,000 km have a warranty period of 3 months.
- C. Box vans (< 12,000 kg GVWR) less than 24 months old and with an odometer reading of less than 150,000 km have a warranty period of 6 months.
- D. Box vans (< 12,000 kg GVWR) more than 24 months old (and less than 48 months old) and with an odometer reading of less than 250,000 km have a warranty period of 3 months.
- E. All obligatory work activities set out in the technical inspection report must be carried out.\*
- F. A warranty may only be purchased in combination with "Complete Service" unless otherwise stated.\*\*

\*The technical report is provided by the seller. It includes obligatory repair items whose repair is necessary before a warranty can be provided.

\*\*Complete service includes: major servicing of EUR 950 or 1050, in which all filters, the engine, the box and differential oil are changed.

#### 1.2 Costs:

The costs of warranty are € 750 (for both 3 and 6 months). The warranty holder must have the obligatory BAS Trucks B.V. service and repair objectives carried out at BAS Trucks B.V.'s workshop prior to the handing over of the vehicle. These obligatory service and repair objectives are referred to in the inspection report enclosed.

#### 1.3 With the exception of vehicles:

- A. Of which the invoice value is less than € 10,000
- B. Intended for paid transport use at least temporarily and/or used by a changing pool of drivers (e.g. short-term rental vehicles, ambulances, driving school vehicles, courier service vehicles, taxis)
- C. Sold to, or with the intervention of, a professional trader
- D. Which have not been well maintained during the period covered by the BAS Warranty
- E. Equipped with a natural gas unit
- F. With an electric motor

2. The contact person for settlement is BAS Trucks B.V. Netherlands, at the following address:

BAS Trucks B.V.  
Mac Arthurweg 2  
5466 AP, Veghel  
The Netherlands  
Garantie@bastrucks.com



3. The warranty applies to the seller (hereinafter always referred to as 'the warranty holder') and to the company vehicle referred to in the purchase contract (hereinafter always referred to as 'the company vehicle') and covers all work on the powertrain (and/or its rotating parts) (only applies to tractor/chassis cabin) in accordance with § 2 point 1, in conformity with the supply package of the company vehicle manufacturer concerned. This does not include all maintenance activities, including filter and V-belt, and parts liable to wear and tear, such as brakes, clutch, wheel rims, tyres and electronics.
4. The warranty only applies to the replacement of the following parts, if these are replaced in relation to a claim which arises from the warranty: tubes, pipes, gaskets, sealings and gaskets, unless expressly specified under 'Parts covered'.
5. Not covered under the warranty are:
- a) Parts which are not licensed or approved by the company vehicle's constructor.
  - b) Raw materials and company materials and resources, such as fuels, chemicals, filter elements, refrigerants and anti-freeze agents, hydraulic fluids, oil, lubricants, additives and cleaning products.
  - c) All parts not described in §2, even when these theoretically are a part of the sub-component groups described.



## § 2 Content of the warranty, including exclusions

### 2.1

**Sub-component group:** **Parts covered (if parts are not covered, the term "not covered" is used):**

#### **Engine:**

<i>Engine block:</i>	engine block, oil sump, cylinder liner, valve housing with cog wheels and permanent support to flange (excluding drive shaft and parts not fitted by the manufacturer) and gaskets and packing rings which make removal of the engine or transmission necessary in order to carry out the repairs.
<i>Cylinder head:</i>	cylinder head, valves, valve guide, cylinder head gasket
<i>Drive unit:</i>	crankshaft, crankshaft bearings, drive rod and bearings, piston with piston rings and piston pin bearings, vibration damper, flywheel with starter ring gear
<i>Distribution:</i>	cam shaft and its bearings, cam shaft drive, tappets, push rods, rocker arms and their bearings, timing chain with pinion and chain tensioner
<i>Exhaust aftertreatment system:</i>	not covered
<i>Injection system:</i>	not covered
<i>Engine lubrication system:</i>	oil pump, oil cooler, pressure regulation valve
<i>Turbo compressor:</i>	all internal parts of the turbocharger, the inlet and exhaust pipe including clips and mounts
<i>Air compressor:</i>	all internal components of the compressor
<i>Inlet manifold/exhaust manifold:</i>	manifold assembly, bolts and screw thread attachments, exhaust valves and their bearings
<i>Engine brake:</i>	turbo brake, exhaust brake valve cylinder including bar mechanism, exhaust brake valve, idling stop cylinder, air pressure regulation cylinder, engine shutdown module
<i>Engine cooling system:</i>	water pump, thermostat and fan
<i>Radiator:</i>	not covered
<i>Engine mount:</i>	mounting, assembly
<i>Alternator:</i>	not covered
<i>Starter motor:</i>	not covered
<i>Power-assisted steering pump:</i>	steering pump with all internal components

#### **Transmission (excluding clutch and decoupling mechanism):**

<i>Gear box housing:</i>	housing and gaskets and packing rings which demand the removal of the engine or the gear box to carry out repairs, housing, all internal parts, pump, valve housing
<i>Axles:</i>	axle assembly, bearings, cog wheels, synchronisation, drive flange, as well as sealings and packing rings
<i>Splitter:</i>	housing, cog wheels, axles, synchronisation
<i>Range:</i>	housing, epicyclic gear train, bearings, synchronisation
<i>Converter:</i>	converter, all internal parts, housing, pump and bearings
<i>Gear mechanism:</i>	gear stick, acceleration switch spindle, shifting finger, gear select fork, sliding brackets and stop rings
<i>Lubrication system:</i>	oil pumps, oil cooler
<i>Retarder/Intarder:</i>	all internal components, including heat exchanger and magnetic valve
<i>Switching unit:</i>	all mechanical components (electrical, electronic and pneumatic components, incl. clutch and sensors are not covered)

**Drive shafts (without axle lift system):**

<i>Axle housing:</i>	axle housing, pinion including bearings, differential housing with cog wheels and axles, differential lock with gear selection fork and pneumatic cylinder, drive shafts, through-drive bearings, drive flanges, oil pump, gaskets and packing rings
<i>Hub reduction box:</i>	housing, epicyclic gear train, bearings, cover
<i>Centre differential:</i>	housing, differential bearings
<i>Cardan shaft:</i>	drive shaft assembly, vibration dampers, intermediate bearings and attachments

2. If a part under warranty proves faulty during the warranty period agreed (deviating more than 20% from the norm) and repair is necessary as a consequence, the warranty holder has the right to repair of damage covered under the warranty in accordance with these terms.

3. The warranty does not apply to damage:

- a) Due to accident, in other words due to externally originating mechanical force.
- b) Due to intentional or malicious actions, improper use, including theft, unauthorised use, robbery and misappropriation, due to the direct impact of storm, hail, lightning, earthquake or flooding, or resulting from fire or explosion.
- c) Due to acts of war of any kind whatsoever, civil war, domestic unrest, strikes, exclusion, seizure or other interventions on the part of the government or resulting from nuclear power.
- d) For which a third-party manufacturer, supplier or seller is liable, or should be held liable, due to a repair order, liability for hidden defects or a warranty commitment.

4. The warranty does not apply to damage:

- a) Arising from participation in race events or corresponding practice runs.
- b) Arising from the company vehicle's being exposed to axle loads or trailer weights which exceed the permitted axle load or towing capacity prescribed by the manufacturer.
- c) Caused by corrosion, contamination, freezing, misuse, the use of unsuitable lubricants and applications, or the consequence of a lack of oil or overheating.
- d) Arising from a change to the original construction of the company vehicle, such as tuning, through the incorporation of another manufacturer's parts or by the incorporation of accessories which have not been approved by the manufacturer.
- e) Arising from use of a company vehicle that is clearly in need of repair, unless it can be demonstrated that the damage is not related to the required repair or unless the company vehicle was at least provisionally repaired at the time the damage occurred and was used with the approval of the repair company and insofar as the damage referred to under § 2 points 4 (a) – (e) occurred because the warranty holder failed to meet its obligations, either intentionally or due to negligence.

5. The warranty also does not apply to damage:

- a) Arising due to failure to carry out the maintenance activities prescribed or recommended by the manufacturer during the warranty period at a branch of the manufacturer or by a dealer in the manufacturer's service network. In exceptional cases, the maintenance or repair activities can also be carried out at the warranty holder's own workshop, if such has already been agreed on commencement of the warranty and original parts are used.
- b) Arising due to failure to report the damage immediately and to present the company vehicle for repair.
- c) Arising due to failure to follow the manufacturer's instructions in the company vehicle's instruction manual.

### **§ 3 Validity of the warranty**

The warranty applies to vehicles sold by BAS Trucks B.V. within the European Union, and which are also registered and operated in the European Union.

### **§ 4 Warranty period**

The warranty is valid for 3 or 6 months and becomes effective on the date the company vehicle is delivered. The warranty period ends, without the requirement of notice, as soon as one of the following situations occurs:

- a) The agreed warranty term ends.
- b) The vehicle has covered a distance of 580,000 km in total (330,000km < 12,000 kg) from its first road use.
- c) The purchaser has covered more than 40,000 km with the vehicle since purchase (3-month warranty).
- d) The purchaser has covered more than 80,000 km with the vehicle since purchase (6-month warranty).

### **§ 5 Scope of the warranty, warranty holder's contribution towards costs of replacement of component groups**

1. The warranty includes the repair of damage of parts falling under the warranty, in accordance with § 2 point 1, on the basis of the cheapest repair solutions. If the costs of repairing the damage exceed the value of a part which is usually fitted as a result of such damage, liability under the warranty is limited to the fitting of such a replacement component, including the costs of its removal and replacement. Any contribution to the costs on the warranty holder's part is charged immediately.

BAS Trucks retains the right to use after-market and/or used parts (provided these are acknowledged as being such by the constructor) in repairing the damage.

2. The warranty does not cover:

- a) The costs of testing, measurement and adjustment activities, unless these take place in combination with damage which falls under the warranty commitments.
- b) The payment of resulting costs, where these are not in accordance with § 1 Warranty objects.
- c) The costs of air freight, transport, breakdown assistance and towing away.
- d) The statutory VAT. The warranty holder offsets the VAT on the repair company's invoice via the tax authorities' VAT return (transitory item).

3. If repair and inspection activities falling under the warranty or otherwise are carried out at the same time, the term of the activities falling under the warranty are determined using the manufacturer's labour values/standard times.

4. The amount of the costs of a warranty claim for an individual repair of the sum of all repairs is limited to the value of the company vehicle on the date that the warranty is provided.

5. The warranty does not justify any claim whatsoever to termination of the purchase contract, reduction of the purchase price or compensation other than that agreed in the purchase contract.



## § 6 Terms of the warranty

If damage occurs, the warranty holder must report this damage immediately to the guarantor at the email address: [Garantie@bastrucks.com](mailto:Garantie@bastrucks.com). Bas Trucks will immediately make contact to ensure that the claim under the warranty is followed up properly. Please mention the following details in your warranty claim:

- : Chassis number
- : Defect
- : Odometer reading
- : Vehicle roadworthy/not roadworthy
- : Vehicle's current location
- : Contact details

If the warranty holder fails to comply with the above and, as a consequence, determination of the amount of damage falling under the warranty is made more difficult, the guarantor's obligation to repair the damage lapses. Repair of the damage will preferably take place at a repair workshop which is part of BAS Holding. If the claim is accepted, the warranty holder is informed of the amount that is to be paid to the guarantor. The remaining amount must be paid by the warranty holder. After a period of 90 days has elapsed, no payments are made. BAS Trucks B.V. always retains the right to have the defective vehicle returned to the workshop in Veghel. If the vehicle is not repaired at BAS Trucks' workshop, the guarantor is always the party who decides in which workshop the vehicle will be repaired. The warranty holder is obliged to have the vehicle repaired in the workshop of an approved brand dealer. The warranty holder is obliged to provide photos, videos or other proof demonstrating that the vehicle really was defective and has been repaired at the workshop selected by BAS Trucks B.V. If the warranty holder does not cooperate in this, the guarantor's obligation to repair the damage lapses.

2. The repair company must always make the invoice for the repair out in the name of the warranty holder. In addition, BAS Trucks B.V.'s instructions must be followed. The warranty holder may then claim the costs incurred from BAS Trucks B.V.

3. The warranty holder:

- a) Must, in case of damage, display the warranty certificate and the maintenance handbook for company vehicles on request. Insofar as maintenance activities are carried out in a warranty holder's own workshop, the warranty holder must provide evidence of this.
- b) May not manipulate or otherwise influence the odometer.
- c) Must demonstrate when the odometer is faulty or has been replaced, stating the odometer reading in question.

**§7 Note on rights in case of hidden defects**

In case of hidden defects, the statutory rights of the warranty holder remain in full force.

**§ 8. Prescription**

All claims based on a warranty expire six months from the date on which the damage event occurs.

**§ 9 Provision concerning material defects**

This warranty unconditionally respects the statutory rights of the purchaser provided for under Dutch law regarding the sale of consumer goods.

**§ 10 Agent**

The seller's agent in respect of these warranty terms is BAS Trucks B.V., established in the Netherlands at Mac Arthurweg 2, 5466AP in Veghel. In relation to other issues, please refer to the general terms and conditions of BAS Trucks.

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Signature and name of purchaser  
Date: