CC 9200392723
Tannery Road 38A
Hamilton, Bloemfontein
PO Box 871
Bloemfontein, 9300
Tel: 051 435 8000
Email: jonathan@mksweis.co.za

# WARRANTY TERMS AND CONDITIONS FOR NEWLY MANUFACTURED TRUCK BODIES AND COMPONENTS.

Subject to provisions, MK Sweiswerke CC (Hereafter called MK Sweiswerke) hereby warrants in favour of the customer that truck vehicle bodies and other components, as the case may be, shall be free of defects, in the materials used, and in workmanship, for a period of 12 months, commencing from the date on which the equipment is delivered to the customer.

## Conditions

1. Fair wear and tear, abuse, improper handling, and/or accidental damage are excluded from this warranty.
2. Complete parts that are used expressly carries the warranty as set out by its supplier.
3. Customers must notify MK Sweiswerke, in writing, of any defect, by not later than one week after such defect was first noticed.
4. MK Sweiswerke shall to its own discretion repair or replace defective parts or workmanship.
5. MK Sweiswerke shall not be liability for any claim by the customer or any other third party for cost, loss, charge or damages whether direct, indirect or consequential (including, without limitation, loss of profits and loss of use) howsoever suffered, and irrespective of whether such damages arose under a claim in delict or in contract or otherwise.
6. Defects due to a customer's own designs are excluded from this warranty obligation, taking into account that MK Sweiswerke will inform clients of potential problems beforehand and not execute designs that are certain to fail or are against regulations, if MK Sweiswerke is aware of such a potential failure or regulations.
7. Alterations, additions, adjustments, removal and or any repairs that were done by customers or other agents, are expressly excluded from this warranty, and might nullify the warranty as a whole, unless agreed upon beforehand and in writing.
8. No warranty work will be done if payments for the product are not in order as per agreed terms.
9. MK Sweiswerke, to its own discretion, and if other options are not feasible, will determine whether any repairs should be carried out on premises at MK Sweiswerke. In this regard, all travel costs will be for the expense of the customer.
10. Repairs to the truck body or any components, performed under this warranty, or any other repairs or alterations performed by MK Sweiswerke, does not extend the warranty beyond its original period.
11. The following will nullify the warranty.
    a. If the vehicle and or any components, including the truck body, are used for a purpose other than what it was designed for. It is the customers' responsibility to assure that MK Sweiswerke knows beforehand what purposes the vehicle and its components, including the truck body, must fulfil.
    b. Damages due to an accident.
    c. Overloading or improper loading of the vehicle relating to the road regulations as well as design.
    d. Alterations, additions, adjustments, removal and or any repairs that were done by customers or other agents, that impacts the overall design of the vehicle or any of its components, including the truck body, unless agreed upon beforehand, and in writing.
    e. If the customer fails to suspend operation immediately if any defect arises.
    f. If the customer fails to properly maintain the vehicle as per directives or generally accepted maintenance procedures.
12. The terms and conditions as set out in this document constitutes the complete warranty and MK Sweiswerke will not be liable to any other warranty claims whether it was expressed or implied, unless in writing and signed by the customer and owner of MK Sweiswerke.