

MANUFACTURER'S WARRANTY PROVISIONS

1. Subject to all the provisions contained in the warranty document, **TFM Industries (Pty) Ltd** (hereafter called **TFM**) hereby warrants in favour of the customer whose name appears on the warranty registration document, that all parts manufactured by **TFM** relating to the vehicle and/or equipment supplied by **TFM** shall be free of defects in materials used and workmanship applied for a period of 12 (twelve) months commencing from the date on which the equipment is delivered to the customer (the **WARRANTY PERIOD**).
2. Should any defect of the type envisaged in 1 above manifest itself within the **WARRANTY PERIOD**, and provided that the customer shall have notified **TFM** in writing of such defect as soon as is reasonably possible but not later than within 10 (ten) days of such defect having come to the notice of the customer, **TFM** shall as soon as is reasonably possible, replace, or in its unfettered discretion repair free of charge the defective part or the workmanship, subject to all of the terms and conditions contained herein.
3. No obligations of whatsoever nature shall attach to **TFM** arising from this warranty in the event that:
 - 3.1 **TFM** in its discretion determines that the warranty claim does not arise from defective materials used in the manufacture of the part fitted to the vehicle or equipment or defective workmanship in connection with the manufacture and installation of the parts; and/or
 - 3.2 The customer supplied parts, material or equipment or prescribed the use of specific parts, material or equipment, in which instance the customer will have to claim from the original manufacturer thereof under their original manufacturer's warranty; and/or
 - 3.3 The claim applies to consumable or expendable items or a charge for installation costs where **TFM** or its authorised agent were not responsible for the initial installation; and/or
 - 3.4 The cost of the vehicle or equipment has not been paid within the terms provided.
4. In the event of a warranty claim, the cost of the least expensive but reasonable mode of dispatch of the replacement parts supplied and the reasonable installation costs will be borne by **TFM**.
5. Parts in respect of which a warranty claim is lodged shall at **TFM's** choice either be forwarded to the factory or be kept at a place to be determined by **TFM** for the purpose of examination by a factory representative. Parts which **TFM** has recognised to be defective and which have been replaced shall become **TFM's** property.
6. The warranty hereby given shall forthwith expire and shall be of no further force or effect if the equipment suffers any damage contributed to or caused by:
 - 6.1 The removal, replacement, installation/reinstallation or adjustment of any part or accessory by any person other than a duly authorised employee or agent of **TFM** and such removal, replacement, installation/reinstallation or adjustment results in the warranty claim; and/or
 - 6.2 The use of the vehicle or equipment or any part thereof for any purpose other than the express purpose for which the vehicle or such part, equipment or materials have been manufactured and/or supplied; and/ or
 - 6.3 The installation of any other part or parts on the vehicle or equipment which may have a material effect on the parts and/or materials supplied and/or manufactured by **TFM**; and/or
 - 6.4 Neglect, misuse, abuse, improper handling or operation as well as normal wear and tear of the vehicle, equipment, or part thereof; and/or
- 6.5 Persons other than the employees or authorised agents of **TFM** having performed work on the vehicle or equipment except as expressly allowed in terms of this agreement; and/ or
- 6.6 Subjecting the vehicle or equipment to loads heavier than that permitted by **TFM's** recommendations or the road ordinance or subjecting the parts or materials to stresses in excess of that for which they were designed; and/ or
- 6.7 The customer's failure to properly operate, maintain the vehicle, equipment or part in accordance with the instructions and directives issued by **TFM**, or generally accepted maintenance procedures in this regard from time to time; and/or
- 6.8 Any act or omission which is not directly related to the normal use and function of the vehicle or equipment (including without limitation fire, explosion, civil commotion, war, force majeure or act of God, road accident, impact, collision or force); and/or
- 6.9 Any damage resulting from minor repair work not having been carried out which the customer could reasonably be expected to carry out in the circumstances, or which was not timeously reported to **TFM**; and/or
- 6.10 The customer's failure to immediately suspend operation of the vehicle or equipment until an inspection and repair are carried out.
7. **TFM's** liability under this warranty is limited to the repair/replacement/reinstatement of parts/components/workmanship. **TFM** shall not be liable for any claim whatsoever by the customer or 3rd 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.
8. **TFM** gives no warranty, express or implied, nor any representation that the goods are suitable for purposes and/or conditions for which they are not generally intended.
9. The warranty shall not cover the cost of travel (including costs incurred for tolls, ferries, travel time etc), the cost of transport or living expenses and the customer will be held responsible for payment thereof. **TFM** will provide warranty services requiring such charges only upon issue by the customer of a valid purchase order to **TFM** covering all travel expenses necessary to complete the repair. Travel expenses billed to the customer shall be for the least expensive (where possible) and reasonable charges under the circumstances.
10. Repair or replacement of any part(s) of the vehicle and/or equipment under this warranty shall not extend this warranty with respect to such repaired or replaced parts beyond the original warranty period.
11. The terms contained in this warranty document constitute the complete and entire recordal of **TFM's** obligations towards the customer in respect of parts and/or materials supplied and work carried out in connection therewith. No variation of the terms and conditions in this warranty will be of any force or effect unless reduced to writing and signed by the customer and a director of **TFM**.
12. This warranty supersedes all prior warranties and/or guarantees whether expressed or implied, orally or in written format and the customer expressly renounces any common law or statutory rights which it may have against **TFM** whether for damages, rescission or reduction of the purchase price.
13. Warranty outside the borders of South Africa shall only be valid if confirmed by a **TFM** director in writing at the time of order placement.