

## **SAF Guarantee “INTRA ALL-IN“**

SAF-HOLLAND GmbH (hereinafter “SAF“) assumes the cost of maintenance and repair of the air suspension unit (hereinafter the “Unit“) under the guarantee set out hereinafter:

### **SAF INTRA ALL-IN with 22.5" Disc Brake**

The beneficiary of the guarantee is any person who uses a vehicle equipped with the Unit for own purposes, including hiring out, as owner (hereinafter the “END CUSTOMER“). The END CUSTOMER shall notify every vehicle, which is to be covered by the guarantee, to SAF for registration no later than six (6) weeks after the vehicle has been put into service with the “SAF INTRA ALL-IN“- axle production and serial number to be indicated. A sample registration form to be used for this purpose may be obtained from SAF free of charge. After successful registration, the END CUSTOMER will receive from SAF a SAF Guarantee Certificate. With delivery of the SAF Guarantee Certificate to the End Customer, the guarantee will take effect automatically. Claims of the END CUSTOMER against SAF on other legal bases, for example, under a SAF Guarantee of Competence, remain unaffected thereby.

#### **Scope of Guarantee**

Under the guarantee, SAF assumes the cost of maintenance and repair of the following parts of the Unit, performed by authorized SAF Service Partners or other appropriate workshops, due to wear and tear under normal operating conditions

- caliper including wearing parts
- brake disc
- brake cylinder
- air suspension bellows
- second and every subsequent pad change,

except the first pad change, if necessary, for which the END CUSTOMER will pay a fixed price of no more than 650.00 Euro. SAF will assume the direct material and labour cost of necessary spare parts and their replacement after determination that they are reimbursable; however, SAF will not assume any indirect towing costs, other travelling expenses, outlay and expenses, unless SAF is responsible for the indirect costs. A list of authorized SAF Service Partners may be accessed on the Internet at [www.safholland.com](http://www.safholland.com) or at SAF (SAF-HOLLAND GmbH, Hauptstraße 26, 63856 Bessenbach, telephone no. +49 (0) 60 95 - 301 602).

#### **Guarantee Period**

The guarantee period shall be up to 48 months or up to a mileage of 600,000 km, whichever is reached earlier, from the time when the vehicle fitted with the Unit is put into service.

#### **Guarantee Conditions**

This guarantee applies only if

- the vehicles (trailer and tractor) are fitted with an EBS brake system from WABCO or KNORR,
- the vehicle (trailer) is fitted with a brake wear indicator,
- the vehicle (trailer) is registered within the European Economic Area (EEA) or in Switzerland,

- the vehicle (trailer) has been registered with SAF with the information required by SAF within six (6) weeks from its having been put into service,
- the END CUSTOMER causes the vehicle to be inspected annually and returns to SAF the inspection sheet annually made available to the END CUSTOMER by SAF or a copy of the inspection record issued by an official inspection board (e.g. TÜV, DEKRA, GTÜ) as well as the EBS print-out at that time,
- maintenance and repair work on the Unit is performed by authorized SAF Service Partners or other appropriate workshops.

## Exclusions

The guarantee does not apply to

- damage to Units caused by accidents or other force, by the installation of spare parts other than original SAF parts and by operation contrary to contract, or by operating mistakes and/or other improper or impermissible intervention, in particular, by exceeding the permissible axle, use or load weight or non-observance of the SAF operating and fitting instructions,
- Units in tippers, off-road, military, racing and earth moving vehicles and in drawbar trailers,
- Pivot bolt and shock absorber bolt on aluminium hanger brackets and stainless steel hanger brackets.
- the use of the vehicle (trailer and tractor) without EBS installed (exception: driving at up to 15 km/h, positioning).

In the event of damage to the Unit, the END CUSTOMER is obliged to immediately notify SAF thereof in writing. SAF will decide after inspection of the Unit whether or not the guarantee for the Unit will continue to be valid, and it will notify the END CUSTOMER in writing of its decision. SAF shall be entitled to read and analyse the "Operating Conditions Protocol" from the EBS brake system of the trailer. Damaged and replaced parts of the Unit shall be made available to SAF upon request.

## Claims under the Guarantee

Claims asserted by the END CUSTOMER under the guarantee are handled such that the END CUSTOMER, indicating its SAF customer number, has the maintenance and repair work performed by an authorized Service Partner or other appropriate workshop after verification of the preconditions and approval thereof by SAF.

### 1. Maintenance and repair by another appropriate workshop:

Before commencing the maintenance and repair work, the consent of SAF must be obtained. Invoicing and payment shall take place directly between the other appropriate workshop and the END CUSTOMER. In this connection, the END CUSTOMER shall ensure that only original SAF parts or other spare parts of equal quality approved by SAF are used. The END CUSTOMER or the other appropriate workshop shall prepare, and transmit to SAF, a service report on the maintenance and repair work. Each service report must provide details of the work carried out for which particular Unit, the spare parts required and the working time required by the appropriate workshop for the work. SAF will immediately examine the items claimed in the service report as to whether or not they are reimbursable under the guarantee. If and to the extent that SAF determines that the same are reimbursable, SAF will, within four (4) weeks from such determination, issue to the END CUSTOMER a credit note for the costs of the relevant maintenance and repair work. However, if and to the extent that SAF ascertains that such costs are not reimbursable, no credit note will be issued to the END CUSTOMER.

## **2. Maintenance and repair by an authorized Service Partner:**

Invoicing and payment shall take place directly between SAF and the authorized SAF Service Partner. The authorized SAF Service Partner shall not issue an invoice to the END CUSTOMER. The authorized SAF Service Partner shall prepare, and transmit to SAF, a service report on the maintenance and repair work. Each service report must provide details of the work carried out for which particular Unit, the spare parts required and the working time required by the authorized SAF Service Partner for the work. SAF will immediately examine the items claimed in the service report as to whether or not they are reimbursable under the guarantee. If and to the extent that SAF determines that the same are reimbursable, the process is completed. However, if and to the extent that SAF determines that such costs are not reimbursable, SAF will invoice the END CUSTOMER for the relevant maintenance and repair costs.

## **3. Invoicing of first pad change:**

Invoicing and payment for the first pad change shall take place directly between SAF and the authorized SAF Service Partner or other appropriate workshop. SAF will invoice the END CUSTOMER for such maintenance and repair costs.

## **Extraordinary Termination and Transferability**

SAF and the END CUSTOMER are entitled to terminate this guarantee and any other guarantee existing between them by extraordinary termination for good cause. Good cause exists if circumstances arise which, taking into account the content and the purpose of this guarantee, all circumstances of the individual case and the mutual interests of one or both parties, render the continuation of the guarantee unreasonable. Such circumstances arise for SAF, in particular, if

- the END CUSTOMER fails to pay, in full or in part, the invoice for the first pad change or any other invoice for provided maintenance or repair work which is not the subject matter of this guarantee after having been reminded and after expiry of an additional period of four (4) weeks, unless the END CUSTOMER justifiably relies on objections or defences to the claim;
- the END CUSTOMER does not immediately notify SAF in writing of damage to Units.

Notice of termination must be given in writing.

In the event of change of owner, the END CUSTOMER is entitled to transfer this guarantee with all rights and duties under the guarantee to the new owner prior to the expiry of the guarantee period. However, this applies subject to the condition that the END CUSTOMER does not assert any claim for reimbursement under this guarantee against SAF and the new owner declares to SAF in writing that it accepts all conditions of this guarantee without limitation.

## **Choice of Law and Place of Jurisdiction**

This guarantee is subject to German law. The exclusive place of jurisdiction is Aschaffenburg.