



Address: European Transport Solutions Ltd.
Manor House, Howbery Park, Benson Lane,
Wallingford, Oxon, OX10 8BA, England
VAT: GB 123 6438 28 | Company Registration: GB 07786168

Warranty Terms & Conditions

Warranty Period

Pursuant to this warranty certificate, European Transport Solutions (hereafter referred to as 'E.T.S') warrants that all new parts purchased from E.T.S & its authorized distribution network, that have been purchased by a member of that network from E.T.S, are free from design and manufacturing defects for a period of 12 MONTHS from the date of purchase, subject to the terms set out in this certificate.

General Terms

1. Repair or Replacement

The sole and exclusive remedy against E.T.S under this warranty is limited to, at E.T.S's option, the repair or the replacement of the defective part free of charge for the customer by E.T.S or by workshops E.T.S will designate for this purpose. The defective part replaced shall become the property of E.T.S.

2. Conditions for applicability

The provisions set out in this certificate are only applicable if the following conditions are met:

- a). The entitlements under this warranty are adequately evidenced by copies of the sales and invoice documentation, that at the request of E.T.S be provided by the customer; and
- b). The defect was not caused by inadequate or insufficient repairs or maintenance; and
- c). The defect was not caused by the use of fuel, oils, greases, coolants, AdBlue or any fluids that do not meet the E.T.S specifications; and
- d). The deficiency was brought to the attention of E.T.S immediately upon discovery and in any event ultimately within ten (10) days of its discovery; and
- e). The defective part was made available for repair of the defect or replacement by E.T.S within a reasonable time period at a workshop and at the time indicated by E.T.S; and
- f). No modifications were made to the standard specifications of the defective part, including but not limited to: identity numbers, marks, seals, warnings or operating instruction labels, the technical, electric and software configuration, tuning, unless the relevant modification was expressly approved by E.T.S in writing and was completely carried out in accordance with E.T.S's instructions; and



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- g). the defective part was not subject to negligence, use of undue force, misuse or abuse; and
- h). the defective part was not used for any purpose for which it was not intended when sold and was not operated in any different, exceptional manner; and
- i). the defective part was operated in compliance with the instructions issued by E.T.S and the original manufacturer; and
- j). the defective part has not had any damage resulting from an accident, improper customer installation, misapplication, lack of or insufficient maintenance, improper maintenance, storage, transport; and
- k). the defective part has not had any damage resulting from an external cause (including but not limited to: fire, strike of lightning, loss of electrical power, water damage, earthquake, acts of God) due to which the root cause - at E.T.S's sole discretion- cannot, respectively cannot unambiguously, be ascertained; and
- l). the customer has fulfilled all his payment obligations with respect to the defective part; and
- m). the customer has invoked his rights under the warranty during the warranty period.

3. General Exclusions

3.1 Excluded Causes

From this warranty are excluded:

- a). any and all deficiencies caused by the continued use of the defective part after a defect was discovered or could reasonably have been detected.
- b). repairs and/or replacements of parts as a result of abnormal wear and tear and/or improper use, to the discretion of E.T.S.

3.2 Excluded Products

Excluded from this warranty are further all defects related to:

- a). all parts in which normal wear is part of their function, and which can be strongly influenced by usage, such as but not limited to brake discs, brake pads, fluids/lubricants, adhesives, bulbs, belts, filters, filter-elements.
- b). tyres and tubes.
- c). glass breakage and scratches unless positive manufacturing responsibility is established.



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3.3 Excluded Costs

Moreover, excluded from warranty are all costs of and compensations for items not expressly within the scope of this warranty, such as call-out charges, overtime surcharges, telephone charges, travelling costs, costs of oil or other fluids, any other consequential damages of whatever nature and all indirect damages, such as loss of profit.

Also excluded from this warranty are costs related to the dismantling or refitting of (body) parts, superstructures, installations or loads impeding or obstructing work under warranty.

4. Miscellaneous provisions

- 4.1 Warranty repairs do not constitute an extension of the original warranty period for the defective part or any part thereof.
- 4.2 The factory warranty is given to the first purchaser of a purchased part and, may be transferred for the remainder of the warranty period to subsequent owners by completing a E.T.S warranty transfer form, which can be obtained from E.T.S or from authorised E.T.S dealers and workshops. If this form is not submitted to E.T.S within two (2) weeks after the transfer of the ownership in the purchased part, E.T.S may at its sole discretion decide that the warranty is withdrawn or limited.
- 4.3. By invoking E.T.S's warranty, the customer agrees and acknowledges that he/she bought the purchased part in the course of his/her profession and business activities, that customer is not a consumer and that the purchased part is not a consumer good.
- 4.4 Warranty replacements will only be free of charge if both the replaced defective parts and the parts by which these will be replaced are original parts sold by E.T.S.
- 4.5 The replacement or repair of parts under the terms and conditions of this warranty shall not constitute an admission of any liability or fault on the part of E.T.S.
- 4.6 The defective part or any part thereof shall not be returned to E.T.S without E.T.S's prior written instruction or consent, but the defective part or the part to which a warranty claim relates shall be placed at E.T.S's disposal at E.T.S's first request, free of postage, carriage and freight charges.
- 4.7 If a warranty claim proves to be unfounded, any inspection costs may be charged to the customer, and the customer will be required to take back the defective part and parts that were subject of the claim.



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- 4.8 The warranty does not cover any additional costs that may be incurred due to the superstructure or an installation impeding or obstructing work on the defective part, unless such superstructure / installation has been fitted by E.T.S.
- 4.9 Any terms and conditions deviating from the printed standard language of this warranty certificate will not be valid and will remain unenforceable. The English language version of these terms and conditions will be the authentic and binding version. Any translations of these terms and conditions made available will be free translations provided without representation from E.T.S that the translation accurately reflects the authentic version.
- 4.10 In case of any dispute about (warranty) claims the burden of proof of the existence and extent of a justified claim shall be on the customer.
- 4.11 No E.T.S agent, importer, employee, representative or dealer has the authority to make or imply any representation, promise or agreement which in any way varies the terms of these warranty terms and conditions.

5. Disputes, Governing law,

- 5.1 All E.T.S's decisions related to the question as to whether any warranty applies to a particular product, whether a claim under any warranty is justified and whether the terms and conditions applying to such a warranty claim have been fulfilled, as well as what the awarded amount will be under any warranty claim, will be subject to E.T.S's sole discretion.
- 5.2 Any disputes about the rights and obligations pursuant to this warranty certificate shall in first instance be submitted for resolution to the competent court in The United Kingdom.
- 5.3 This warranty shall, with the express exclusion of any other laws, be governed and interpreted in accordance with the laws of the United Kingdom.
- 5.4 To the extent any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction leaving the remainder of this warranty certificate unaffected.