

## VALX bv Warranty Commitment 9 tonne axles and air suspension systems

### Definitions:

- 1.) "VALX" = VALX bv, Nederland
- 2.) "Customer" = First owner of the vehicle
- 3.) "Product" = VALX 9 tonne axle and/or air suspension system
- 4.) "Warranty" = The VALX bv Warranty Commitment
- 5.) "Workshop" = An authorized VALX Repair Workshop

### Scope:

All VALX products are covered by a comprehensive warranty system.

Within this system, VALX will cover the costs of repair and/or unscheduled maintenance of the product in case of malfunction or manufacturing errors, if agreed upon in advance with VALX.

### Applicable for:

The warranty is applicable for the vehicle equipped with the product, excluding wear parts.

### Duration: \*)

If a vehicle is registered and used in a country in Zone 1 of the VALX geographical zone map, the warranty period is 60 months or up to 1.000.000 km whichever is reached first, starting from the moment the vehicle is first put into service, but max. 69 months after the production date of the axles.

If a vehicle is registered and/or used in a country in zone 2 of the VALX geographical zone map, or is being used in Off-road conditions in zone 1 of the VALX geographical zone map, the warranty period is 36 months or up to 500.000 km whichever is reached first, starting from the moment the vehicle is first put into service, but max. 45 months after the production date of the axles.

If a vehicle is registered and/or used in a country in zone 2 of the VALX geographical zone map and is being used in Off-road conditions, the warranty period is 24 months with unlimited mileage, starting from the moment the vehicle is first put into service, but max. 31 months after the production date of the axles.

If a vehicle is registered and/or used in a country outside zone 1 and 2 of the VALX geographical zone map, the warranty period is 12 months with unlimited mileage starting from the moment the vehicle is first put into service, but max. 21 months from the production date of the axles.

If a vehicle is registered and/or used in a country in zone 1 or 2 of the VALX geographical zone map, the warranty period on wear parts is limited to 24 months, excluding normal wear and tear.

### On/Off-road use:

On-road use is when a vehicle drives on roads with sealed and metalled surfaces (like concrete or asphalt). Off-road use is when a vehicle is leaving the road with sealed and metalled surfaces (like a gravel road), even if it is for a short period of time.

### Conditions:

- The vehicle is equipped with an EBS brake system when registered in a country in zone 1 or 2 of the VALX geographical zone map.
- The vehicle is equipped with a load dependent ABS brake system when registered in a country outside zone 1 or 2 of the VALX geographical zone map.

- The vehicle is equipped with a VALX recommended product. If a vehicle is registered and/or used in a country outside zone 1 of the VALX geographical zone map, or is being used in off-road conditions in zone 1 of the VALX geographical zone map, the product recommendations may deviate from standard. Please contact VALX for more information.
- The vehicle is not used in earthmoving, racing or military applications.
- The product is only equipped, repaired and maintained with original VALX (spare) parts or parts that have been approved by VALX for that purpose in writing.
- The customer or the workshop grants VALX access to all stored data in the on-board equipment of the vehicle.
- The vehicle owner or the workshop maintains and repairs the product according to the VALX maintenance guidelines and is keeping record of this.

**Exclusions:**

- Normal wear and tear.
- Damage to the product caused by:
  - accident or other extreme force;
  - improper or impermissible use of the product;
  - overloading the product;
  - modifications to the product that were not authorized by VALX.
  - not observing the operating-, maintenance- and/or installation instructions.
- All subsequent damage resulting from failure of the product is explicitly excluded.

**Procedural conventions:**

- In case of a warranty claim, the customer or the workshop has to notify the vehicle builder first in accordance with the guidelines stipulated by the vehicle builder.
- Either the vehicle builder, the customer or the workshop should inform VALX of the claim within 2 working days after the failure was first discovered. This can be done either by e-mail, fax or letter stating the chassis number of the vehicle, the axle identification number and the nature of the claim.
- The customer or the workshop must offer VALX the opportunity to inspect the vehicle and/or the damaged parts. VALX will confirm the reception of the claim within 2 working days after its reception at VALX and process the claim within a reasonable amount of time.
- The customer or the workshop should only send parts for investigation of the defect to VALX when asked by VALX to do so. Transportation charges are not covered under this warranty.

**Terms of the warranty:**

The sole responsibility of VALX under this warranty is limited to repairing or replacing damaged parts at a location appointed by VALX.

VALX is entitled to change the terms of the warranty without prior notice.

**Choice of law and place of jurisdiction:**

This warranty is governed by the "General terms and conditions of sales VALX bv", unless explicitly specified otherwise in this warranty.

The Warranty is subjected to Dutch law. The exclusive place of jurisdiction is Den Bosch.

\*) The following parts are subject to normal wear:

Disk brake axle:	Drum brake axle:	Suspension:
- Brake disk / rotor	- Brake drum	- Shock absorber
- Brake pads	- Brake linings	- Air spring
- Brake cylinder	- Brake cylinder	- Silent bush
- Seals in disc brake callipers	- S-cam bearings	
	- S-camshaft	
	- Slack adjuster	

All other items are covered as stated in this VALX by Warranty Commitment

## VALX by Warranty Zones

