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Co . Reg No. 2005/019759/07

Export Code. 20535466

Vat No. 4790223137

WARRANTY ON ENGINE PARTS

- A) All new engine parts (“the parts”) supplied by EHD Components 2005 (Pty) Ltd (“EHD”) are warranted to be free from defects in materials and workmanship for a period of twelve months or 100 000km from the date of purchase, whichever occurs first.
- B) This warranty is for the benefit of the original purchaser and all persons to whom the parts may be subsequently transferred by the original purchaser within the warranty period, provided that any transferee shall be required to show proof of the identity of the original purchaser from whom the parts are acquired.

WARRANTY LIMITATIONS

- 1. This warranty is not given in respect of any parts specially ordered at the specific request of the customer, secondhand items or consumables (i.e. lubricants, sealants, filters, glow plugs, thermostats, etc.) and electrical parts and components of any nature whatsoever.
- 2. This warranty will not be honored and shall not apply where –
 - a. the defect has been caused by the actions of the owner or operator or any other third party of any engine containing the parts or as a result of misuse. This includes, without limitation of generality, defects caused by operating the engine with unsuitable or inadequate lubricant or coolant, over- or under fueling, over speeding, lack of proper maintenance of the fuel injection, cooling, lubrication, air intake and exhaust system, improper storage, starting, warm-up, run-in or shutdown procedures, the continued operation of the engine after the first sign of a malfunction or failure to follow engine assembly, operation, maintenance and repair procedures contained in the engine manufacture’s published workshop operation and maintenance manuals which are made available to the customer upon purchase of the parts;
 - b. defects caused by modification, alteration or misapplication of the parts;
 - c. defects caused due to the parts being used in engines modified for competition purposes;
 - d. failure of or damage to engines, machines or components that are not caused as a result of a defect in a part subject to this warranty.
 - e. defects caused by the installation or repair of parts or engines, machines or components in which the parts are installed, by unauthorised persons and/or persons who are not properly qualified or certified.

- f. Parts which have had their branding, trademark, name, manufacturing or serial number removed, defaced or altered.

EHD's RIGHTS WHERE WARRANTY CLAIM IS MADE

EHD is entitled in the event of a customer submitting a claim under this warranty -

1. to send the parts and any affected engine, machine or components related to the warranty claim to destination of its choice for defect/failure analysis and to obtain a report in respect of the defect/failure;
2. to refuse to honor this warranty in the event that the claims procedure set forth below is not followed by the claimant;
3. to refuse to honor this warranty in the event that the claimant refuses or fails to provide such information about the alleged defective part or the circumstances from which the claim arises as may be reasonably requested by EHD.

The information which may be required from the claimant includes, but is not limited to the following -

- a) evidence of the date and place of purchase of the part/s , the purchase price paid and the identity of the seller and purchaser of the parts;
- b) Information as to the extent of adherence to assembly, operation, maintenance and repair procedures contained in the manufacturer's published workshop, operation and maintenance manuals;
- c) Information as to the usage of the part/s;
- d) the circumstances in which the failure arose, or the defect manifested itself;
- e) proof that the relevant engine assembler properly qualified and accredited.

CLAIMS PROCEDURE

1. The claimant must cease to operate any machine or engine after the first sign of malfunction.
2. The claimant shall give written notification to EHD as soon as it becomes aware of any defect or of any malfunction occurring and EHD will arrange for an inspection if so required.
3. The claimant shall at its cost deliver the engine or failed parts to the location nominated by EHD.

Directors: H van As (CEO) H.M. van As (Managing) L.E. van As E. van As

