

GENERAL GUARANTEE TERMS AND CONDITIONS

1. SUBJECT OF THE GUARANTEE

The quality guarantee shall apply to any goods and services sold by MOTORPAL a.s. (hereinafter only the Seller) to the Buyer.

2. GUARANTEE PERIOD

The guarantee period shall be 18 months starting from the date of customer's sale, maximum 24 months from the date recorded in the production code that is attached to the product, unless any of items a) through c) has been applied earlier.

The guarantee period shall be limited by:

- a) mileage of 100,000 km as regards products for road and motor vehicles;
- b) an operation period up to 1500 engine-hours as regards products for construction machinery, tractors, fork lifts, etc.;
- c) an operation period up to 2500 engine-hours as regards products for generation sets of emergency electric sources.

In case of a guarantee repair performed during the guarantee period, the guarantee period shall be prolonged by the time necessary for the repair to be performed, i.e. from the date of receipt to the date of return.

In case of a guarantee repair performed during the guarantee period, a guarantee of 6 months after the date of the takeover by the Buyer shall apply to the performed repair (work, material used).

3. SCOPE OF LIABILITY

The Seller shall be liable for the delivered goods and services to be ready for utilization under mutually agreed technical conditions or to have other common characteristics at least for the time agreed as the guarantee period. The Seller shall not be liable for any changes in the characteristics of goods caused by common wear and tear under operational conditions.

During the guarantee period, the Seller shall not execute any maintenance work related to the utilization of the goods, e.g. cleaning, adjusting, refilling operational cartridges, service checks, etc.

The Seller shall be responsible for any defects identified in materials or workmanship (dimensions, deviations, adjusting, heat treatment, packaging, etc.). The Seller shall not assume any responsibility for any defects caused by the utilization of unsuitable fuel or additional additives in fuel.

4. MANNER OF FILING A CLAIM WITH RESPECT TO DEFECTS OF GOODS

Any written or oral announcement of defects shall contain:

- a) Name and address of the buyer, contact data, identification number of the organization
- b) Exact type of the product in question, its production code (if applicable), a copy of the delivery note or tax document stating the date of the sale (takeover of a repair, delivery of goods)
- c) Exact description of the defect or symptoms indicating a defect
- d) Date when the defect was identified
- e) Data about the type and production date of the vehicle or motor, as the case may be
- f) Date when the finalised product was put into operation (with respect to new products)
- g) The mileage in kilometres or motohours (see 2. a, b, c)
- h) Claim of the buyer resulting from the liability for defects
- i) In case of a claim, injection systems and their components may only be returned in clean condition and in packaging that sufficiently protects the parts during transport.

If the terms and conditions set forth in these paragraphs are not met, the complaint may be considered unjustified.

Any complaint with respect to incomplete and incorrect delivery or to any visible defects of goods shall be filed no later than 7 days after the goods were received. The date of the mail stamp shall be decisive. Upon any failure to meet this term, the guarantee covering the goods shall expire due to the reasons stated above.

5. SETTLING CLAIMS WITH RESPECT TO DEFECTS OF GOODS

The Buyer shall be entitled to require any detected defects to be eliminated, especially by means of repairs and the provision of a corresponding deduction from a purchase price. In the event of an irreparable defect, the Buyer may require the defect to be eliminated by means of a product replacement or may withdraw from the contract.

The manner of repair of a product shall be determined by the Seller and the Seller may execute the repair also through a third party (e.g. contractual repairs of injection devices).

The Seller shall decide on the correctness of a claim as soon as possible, however no later than 30 days after its receipt.

The Seller reserves the possibility to announce its decision about the acceptance or refusal of a claim with respect to defects of goods after the inspection of the goods (if any) and review of the claimed defects if the Seller considers it necessary.

In the case of an unjustified claim, any expenses related to it shall be covered by the Buyer.

6. TERMINATION OF THE QUALITY GUARANTEE

Any claims with respect to defects of goods shall terminate when:

- a) The goods were not used for the agreed or common purpose or in an agreed or common manner;
- b) The Buyer or an unauthorized person has executed any changes, repairs or adjustments of the goods;
- c) Damage has occurred that was caused by the Buyer, the user, a third party, or force majeure
- d) The seals or control marks of Motorpal, a.s. have been ruptured. If there are any seals of the producer of a vehicle or motor on the product in question, the producer shall assume liability for any interventions executed by it;
- e) If any part of the goods has been replaced with a non-original part;
- f) If the Buyer has breached or failed to meet the provisions of the technical takeover conditions or operations manual;
- g) If a defect has been caused by any unprofessional or forced manner or by neglect of the determined or common operation and maintenance;
- h) The goods have been damaged due to incorrect or defective assembly at the Buyer's site;
- i) The provisions of the interim protection of the injection device of diesel motors against atmospheric corrosion have been breached or have been failed to be met by the Buyer;
- j) The defect has been caused by incorrect storage at the Buyer's site;
- k) A guarantee repair has not been executed by the repair shop or person authorized by the Seller;
- l) The Buyer is unable to present the defective goods for quality review or defect inspection;
- m) The guarantee period has been exceeded;
- n) The claim has been filed late.

7. GUARANTEE TERMINATION DUE TO UNSUITABLE FUEL UTILIZATION

- a) Defects and damage have been caused by the utilization of unsuitable fuel (e.g. water and impurities, light fuel oil content, etc.) and lubrication oils;
- b) Upon the utilization of a fuel (NM) with a higher content of MEĚO exceeding 10%
- c) Upon the utilization of raw pressing seed oils (i.e. without trans-esterization processing) as a fuel in any concentration.

Motorpal allows the utilization of mixed diesel oil after the guarantee period subject to compliance with the conditions and procedures stated below:

- any mixed diesel oil must be refuelled from distributors that guarantee the fuel quality according to CSN 65 6508 and EN 14214 or similar foreign standards;
- the operator of the vehicle or motor shall ensure regular maintenance, i.e. sediment separation from, dewatering and cleaning of the fuel installations (the fuel tank, pipes, exchange of fuel filters, etc.) at least twice a year, especially before and at the end of the winter season;
- keep the fuel installations clean, monitor any water presence and ensure its regular drainage; ensure regular refilling of the fuel tank content;
- eliminate any long-term idle times of vehicles and motors in locations with extreme temperatures;
- under common climate conditions, any idle time of a vehicle or motor may not exceed 1 month; ensure the purging of the injection system by a cleaning agent designed for fuel systems according to the instructions of the producer of the agent prior to any intended longer idle time;
- store mixed diesel oil for a period not longer than 3 months; reduce any storage in locations with extreme temperatures (sun, freezing, etc.)
- check the oil level and condition on a regular basis.

8. FINAL PROVISIONS

Unless provided or agreed otherwise, the respective provisions on the quality guarantee and claims with respect to defects of goods of the Commercial Code and Civil Code, as amended, shall apply.

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To supersede: the "General Guarantee Terms and Conditions" issued in Jihlava on 1 February 2019

Validity: for an indefinite period of time