

# TERMS AND CONDITIONS OF DELIVERY

## 1. General

**1.1.** The following terms and conditions govern all orders/contracts. Terms and conditions other than those stated herein shall be binding on us only after they have been accepted by us in writing.

**1.2.** Oral agreements before or at the time when the order/contract is concluded require written confirmation by us to be binding.

**1.3.** Our quotations are subject to change without notice. All prices are estimates and not binding.

**1.4.** Invoicing shall be on the basis of prices in effect on the date of shipment plus value-added tax. Value-added tax will not be charged only in cases where the conditions for exemption of export shipments from such tax are fulfilled.

## 2. Delivery

**2.1.** Agreed delivery periods relate to the date when the product leaves our factory or the place of shipment. They will not begin before the customer fulfils existing obligations to give assistance in any form, particularly by providing documents of information to be procured by the customer or by making agreed payments on account.

**2.2.** Force majeure and other events beyond our ability to control which may affect the efficient fulfilment of an order, particularly delays by our suppliers, transportation problems and operational breakdowns, labour disputes, shortage of materials and energy, acts of governments as well as import and export restrictions entitle us to postpone the delivery date accordingly or, if the above-mentioned occurrences seriously affect fulfilment of the order or make it impossible, they will entitle us to cancel all or part of the order without any liability to the customer. The same shall apply notwithstanding the fact that the said events occur at a time when we are in default.

**2.3.** Partial deliveries and corresponding invoicing is permitted to a reasonable extent.

## 3. Claims and notices of defect, damage or loss

**3.1.** Claims for incomplete or incorrect delivery or complaints concerning visible defects must be made immediately in writing and not later than 15 days after delivery of the products. In determining whether this time limit has been met, reference shall be made to receipt of the claims of complaint by us. Stickers, labels identifying the contents or control slips accompanying the shipment shall be submitted to us together with the claim. Notice of other defects must be given in writing immediately after discovery.

**3.2.** Warranty claims will be excluded unless prompt notice is given of claims or complaints.

## 4. Warranty

**4.1.** We warrant that the products meet the specified characteristics and are free from defects, subject to state of the art.

### 4.2. Warranty Period

**4.2.1.** The warranty period for our products is 12 months subject to the following limitations.

**a)** In the case of wiper motors for all vehicles the warranty is limited to 500 hours of operation or 12 months, whichever occurs first;

**b)** In the case of heater motors for all vehicles the warranty period is 12 months or 2500 hours operation, whichever occurs first;

**c)** In the case of air condition motors for all vehicles the warranty period is 12 months or 5000 hours operation, whichever occurs first.

### 4.3. The warranty period begins

**a)** For automotive equipment, on the date when the product is put into use, i.e. in the case of original equipment on the date of first registration of vehicle, and in other cases on installation;

**b)** In all other cases, on the date of sale to the user;

**c)** In all cases, however, the warranty period begins not later than 6 months after shipment of product to our customer.

### 4.4. Nature of warranty

**a)** The warranty covers, at our option, the repair or replacement of the product. Replaced parts become our property. Our company will not accept any claim (from the damage concerning the usage of our product). The application and design errors are responsibilities of the customer.

**b)** The product in question shall be returned for repair to us first will be determined. If the complaint is found to be justified, we shall repair it freely. If it is not possible to repair, we shall exchange it new one or pay the cost of the least expensive means of consignment to us and return to the customer. If the complaint is found not to be justified or the warranty obligation becomes null, it is asked for repairment by cost. If it is accepted we repair the products If not we return to the customer.

**4.5.** The customer is not entitled to claim cancellation of the contract or a price reduction unless we are unable to supply a replacement or correct the defect, not even by modification of the product in question, or unless the repair or replacement must be regarded as ineffective.

**4.6.** The warranty obligation becomes null and void if the product is modified by an unauthorised party or by the installation of parts not manufactured by us, unless the defect has no causal connection with the modification. The warranty is also rendered null and void if our installation and handling instructions are not complied with.

**4.7.** Ordinary wear and tear and damage due to mishandling are excluded from the warranty obligation. In particular we assume no liability for any problems due to improper storage, climatic or other influences. The warranty obligation does not cover defect due to design errors or the selection of unsuitable materials where the customer has specified such design or material in spite of previous advice from us.

**4.8.** The warranty period will not be renewed as a result of repair or replacement.

**4.9.** As we are unaware of the many users that our products may be used for, no guarantee or warranty with respect to product result is implied and no liability is assumed. User should verify suitability, by sampling, for their particular use or purpose, for each product, prior to order placement.