

GUARANTEE PROVISIONS

General information

These are the (guarantee) conditions that Wagenbouw Hapert BV, located and with registered office at the Handelsweg 13 in (5527 AL) Hapert, the Netherlands (hereinafter referred to as: "Hapert") applies to the guarantee provisions during the first year after delivery of trailers manufactured by Hapert and delivered by its dealers to the first registered owner/holder of the Hapert Trailer (hereinafter referred to as: "the Buyer").

Subject to the terms, limitations and exclusions set forth in these Guarantee Provisions, Hapert guarantees that Hapert trailers as delivered by Hapert (hereinafter the "Trailer"), for the first calendar year after the date of delivery of the Hapert Trailer (the Delivery Date) is free from construction, manufacturing and/or material faults subject to the conditions stated below and with the restrictions and exclusions listed below.

Claims:

1. Under this guarantee, the Buyer may (solely) claim free repair or replacement of faulty parts by Hapert or (on behalf of Hapert) by a Hapert dealer if (i) the fault or faults have occurred within one year after the Delivery Date, have been reported to a Hapert dealer and have been investigated by the latter (and/or Hapert), as well as, (ii) in Hapert's opinion, being solely due to construction, manufacturing and/or material faults (hereinafter referred to as: "Faults") and (iii) not (partly) due to other causes, (iv) all (other) guarantee conditions have been met and (v) no exclusions or restrictions apply.

Guarantee conditions:

1. The Guarantee is valid for a period of one year after the Delivery Date. The Delivery Date must be demonstrated by means of an original sales invoice of a Hapert dealer. If the registration date of the Trailer and the delivery/invoice date stated on the sales invoice do not correspond, the Trailer is deemed to have been delivered on the earliest mentioned date and this date constitutes the Delivery Date.
2. The guarantee applies only if the Trailer is used exclusively in the EEA (EU + Liechtenstein, Norway and Iceland) and/or Switzerland.
3. The guarantee applies only to Faults that occur during normal use of the Trailer fully in accordance with Hapert's instructions (as included in the User Manual).
4. Any faults of the Trailer must be reported to an official Hapert dealer in writing as soon as possible, but no later than eight days after they have been discovered or could have been discovered. If a Fault is reported after the last-mentioned period, the Buyer will no longer be entitled to repair, replacement or compensation.
5. In order to enable the official Hapert dealer and Hapert to respond adequately, the Buyer's report must contain a description of the Fault that is as detailed as possible.
6. In case of Faults in which further use aggravates the Fault such that additional repairs or replacements are required or damage is caused to other parts of the Trailer, the Buyer will immediately suspend such use. Additional repairs or replacements that arise from further use in Hapert's opinion are not covered by the guarantee.

Exclusions:

1. No claim to this guarantee exists if (in Hapert's opinion):
 - a. the Trailer has not been used and maintained in accordance with Hapert's instructions (as included in the User Manual) (for example, it has not been inspected annually and/or spare parts or lubricants have been used that are of a different or lesser quality than original Hapert spare parts);
 - b. the Fault is the result of an accident, (attempted) theft or vandalism, collision or other external cause (such as but not limited to fire, water pollution, stone chippings, chemicals, corrosive maintenance and cleaning products, etc.) or damage caused by loading;
 - c. the Fault is caused by a use other than intended or by loading above the maximum permitted load;
 - d. the Trailer has been declared total loss;
 - e. the Fault has arisen due to normal wear and tear, inexpert or improper use, improper treatment, use of consumer items other than prescribed or improper or incorrect maintenance or repairs;
 - f. the Fault occurs after modifications or repairs carried out by the Buyer or by third parties or to a part, accessory, additions or installation that was not present on the Trailer when originally delivered by Hapert;
 - g. the Trailer's chassis number has been changed or removed.
2. Tyres, lamps and other wear parts that wear out during use and/or may become defective during the guarantee period without there being any case of construction, manufacturing and/or material errors are excluded from the guarantee.
3. If a repair or replacement requires more time and/or more spare parts due to a feature not installed by Hapert and/or installed after Delivery, the related costs will be borne by the Buyer who is required to pay them in advance to the repairing Hapert dealer or Hapert.
4. All costs associated with transport and repatriation of the Trailer, including transportation from and to Hapert or a Hapert dealer, are not covered by the guarantee. If the Hapert dealer has incurred such costs, these are payable by the Buyer and will be paid by the latter to the Hapert dealer. Other costs to claim guarantee costs, such as telephone charges or costs of replacement transportation and accommodation costs, are also excluded.

Other stipulations:

1. Replacing or repairing one or more parts implies no recognition of any fault, error or liability.
2. If the Buyer incorrectly makes a claim on this guarantee, Hapert may recover inspection costs and other costs incurred in that respect from the Buyer.
3. If repair or replacement of a part or parts in Hapert's opinion is disproportionately expensive compared to the depreciation of the Trailer as a result of the Fault, Hapert may choose to offer the Buyer compensation instead of replacement or repair in the amount of the depreciation that the Trailer has undergone in Hapert's opinion as a result of the Fault. The Buyer must accept this compensation, which replaces any claim to replacement or repair.
4. Replacement or repair of parts under this guarantee does not extend the guarantee period. The guarantee for repaired or new parts (installed to replace faulty parts) ends (likewise) one year after Delivery of the Trailer.
5. Parts replaced under this guarantee will become Hapert's property and will not be delivered to the Buyer.
6. In the event of sale or (other) transfer of the Trailer within one year after the Delivery Date, the Buyer may pass on this guarantee to a third party for the remaining period of the guarantee, provided that the sale or (other) transfer is reported to Hapert within five working days by completing the relevant transfer form online or in writing, and that it is evident from this that the new owner agrees to these Guarantee Provisions. Should the above conditions not be met, the guarantee ends when the Trailer is sold and/or transferred to the new owner/user.

7. In the event of a fault in the Trailer, the Buyer may only claim free replacement, repair and/or compensation from Hapert under the above conditions, exclusions and restrictions. Hapert has no other obligations. Any other or further liability is expressly excluded and the Buyer will waive all claims insofar as required. Hapert is therefore never liable for any damage suffered by the Buyer as the result of a fault. All claims for compensation for damage including consequential damage or damage resulting from not being able to use the Trailer are expressly excluded. This exclusion does not apply if there is a case of intent or gross negligence on the side of Hapert or if and insofar as the Buyer can claim compensation from Hapert under mandatory law (including legislation for the implementation of Directive 85/374/EEC).
8. This guarantee applies in the event of a consumer purchase, notwithstanding the rights that the law affords the Buyer as a result of Directive 1999/44/EC.

Applicable law and competent court

1. Solely the law of the Netherlands governs this guarantee. All disputes arising from or related to this guarantee agreement will be heard in first instance exclusively by the competent court in the district of East Capybara in the Netherlands.