

## SAF-HOLLAND Performance Guarantee

SAF-HOLLAND GmbH, Hauptstraße 26, 63856 Bessenbach, hereinafter SAF-HOLLAND, provides as manufacturer with respect to its customers, irrespective of any statutory warranty claims they may have against the seller, the following manufacturer's guarantee for the durability of fifth wheel top plates and mounting brackets (hereinafter: the Unit):

**SK-S 36.20, Imposed Vertical Load up to 20t, D-value 152kN**  
**SK-S 36.20 W, Imposed Vertical Load up to 20t, D-value 152kN**  
**SK-S 36.20 NoLube, Imposed Vertical Load up to 20t, D-value 152kN**  
**HOLLAND FWAL-E, Imposed Vertical Load up to 20t, D-value 150kN**  
**HOLLAND FW3510, Imposed Vertical Load up to 20t, D-value 150kN**

The beneficiary of this guarantee is the party which operates a vehicle equipped with the Unit, for its own purpose (final customer).

### Term and Scope of Guarantee

SAF-HOLLAND guarantees to the final customer that the Unit will run without defects for 3 years from the initial registration of the vehicle equipped with the Unit or for up to a maximum of 500,000 km, whichever occurs first, but for no longer than up to 3.5 years from the day of manufacture of the Unit.

The claims under this guarantee are restricted to repair or, at the discretion of SAF-HOLLAND, replacement of the Unit at the workshop of an SAF-HOLLAND Competence Partner (Germany) or a specialist workshop authorized by SAF-HOLLAND or the local SAF-HOLLAND country representative (other countries). SAF-HOLLAND is entitled, in this connection, to read and analyze the "Protocol Operating Mode" from the EBS-brake system of the towing vehicle. More extensive claims, especially claims for damages, cannot be derived from this guarantee. In particular, SAF-HOLLAND shall not be liable under this guarantee for the reimbursement of transport and towing costs, or for loss of profits, loss of use, etc. Any more extensive claims against the seller shall remain unaffected by this guarantee.

The guarantee is valid for the operation of vehicles in geographical Europe up to the Ural mountains and Turkey.

### Defects Excluded

Defects caused by the application of external force, by installation errors, operating errors, off-road use (driving on non-asphalted /non-concrete routes, e.g. on ballast-coated roads, agricultural or forestry tracks, on construction sites or gravel pit terrain), by use in races or for military purposes as well as by failure to observe operating, maintenance or installation instructions and by the use of spare parts not approved by SAF-HOLLAND, are excluded from this guarantee; defects caused by the assembly of the Unit on non-EC-type approved components are also excluded. Natural wear and tear of service and wear parts such as, in particular, lube plates, wear ring, coupler jaw, play adjustment and pocket inserts, are not covered by this guarantee.

### Processing of Guarantee

Claims under this guarantee have to be made in writing to SAF-HOLLAND (SAF-HOLLAND GmbH, Hauptstraße 26, 63856 Bessenbach, Fax No. +49 (0) 60 95 - 301 259) without undue delay following the occurrence of a defect and no later than one month after expiry of the guarantee period. Instead, the final customer may address an SAF-HOLLAND Competence Partner (Germany) or the local SAF-HOLLAND representative (other countries) in writing or in person. A list of SAF-HOLLAND Competence Partners and of the local SAF-HOLLAND country representatives can be obtained on the Internet at the website [www.safholland.com](http://www.safholland.com) or at SAF-HOLLAND (see the above-mentioned address or telephone number +49 (0) 60 95 - 301 602). Parts replaced within the context of performance under this guarantee shall become the property of SAF-HOLLAND. Insofar as SAF-HOLLAND performs under this guarantee and the customer has reimbursement claims against third parties, such claims shall be assigned to SAF-HOLLAND.

This guarantee is governed by German law. Place of exclusive jurisdiction is Aschaffenburg.