

WARRANTEE TERMS AND CONDITIONS – NEW MACHINES, ACCESSORIES AND SPARE PARTS

1. STANDARD WARRANTY

- 1.1 Zeppelin CZ s.r.o. (the "Seller") provides, for the subject of delivery under a purchase contract, i.e. machines, parts or accessories of a manufacturer in the Caterpillar Inc. group ("Machinery"), a warranty lasting 12 months from the day of handover to the buyer (the "Buyer"). This warranty applies to both production and material defects in the Machinery and is valid only for Machinery on the territory of the Czech Republic.
- 1.2 If a defect occurs in the Machinery during the warranty term, the Seller will arrange and/or perform:
- new, factory-reconditioned or manufacturer-approved spare parts needed for the correction of the defect (the same warranty until the end of the original warranty term for the Machinery applies to spare parts installed as a part of a warranty repair);
 - All work needed to correct the defect;
 - It will exchange lubricating oils, filters, antifreeze and other products that became unusable due to the defect.
- 1.3 The damaged parts exchanged during the warranty repair become the Seller's property.
- 1.4 During the warranty term, under the sanction of loss of the warranty, the Buyer is obligated:
- To include the Equipment in the SOS programme operated by the Seller as a part of which chemical and physical analysis of samples of operating fluids is performed by the Seller or a third party on the Seller's account (the "SOS Programme"). The terms and conditions of the SOS Programme are available at the website www.zeppelin.cz;
 - To maintain the Equipment, at its expense, in accordance with maintenance instructions stated in the Operating and Maintenance Manual;
 - To use only genuine spare parts, operating fluids, oils and filters;
 - To authorise the Seller to perform regular maintenance at the requested service intervals in accordance with the Operating and Maintenance Manual;
 - In the event of a defect, to immediately notify the Seller and promptly bring in the Machinery for a repair. The costs related to transporting Machinery to and from the Seller's service centre are paid by the Buyer, unless agreed otherwise.
- 1.5 The Seller is not liable for defects arising as a consequence of:
- Unreasonable handling of the Machinery or its overburdening;
 - Neglecting of maintenance or inappropriate repairs made by the Buyer or a third party;
 - The effect of external mechanical or chemical influences;
 - The use of other than genuine spare parts, operating fluids, oils and filters;
 - The installation of work tools or attachments whose use is not approved by the Seller or the Machinery's manufacturer;
 - An unreasonable delay by the Buyer making the Machinery available for the performance of a warranty repair or regular maintenance.
- 1.6 The Seller is entitled to refuse a warranty repair in the event of evident noncompliance or a breach of the Warranty Terms and Conditions.
- 1.7 Ordinary wear and tear and running maintenance are not covered by the warranty.
- 1.8 Claims resulting from the warranty terminate if they are not made in written form to the Seller by the end of the warranty term. The validity of standard and extended warranties, as stated in these Warranty Terms and Conditions or in a purchase contract is not added together.
- 1.9 The warranty does not apply to these main parts or is restricted in the manner specified below.
- Earthmoving tools and accessories, which are governed by separate warranty terms and conditions (see Article 2);
 - Hydraulic quick couplings—the warranty is limited to 50 mth for components installed on machinery and three months from the day of handover to the Buyer for components installed in accessories;
 - Starter batteries—the warranty does not apply to the natural fall in capacity and is limited to two years from the day of handover to the Buyer;
 - Tyres—the warranty applies only to cracks and is limited to 12 months from the day of handover to the Buyer;
 - Tracked machinery chassis components, which are governed by separate warranty terms and conditions (see Article 4 and 5);
 - Rubber and metal belts and related components;
 - Yellowmark spare parts, which are governed by separate warranty terms and conditions (see Article 6).

2. WARRANTY TERMS AND CONDITIONS FOR EARTHMOVING TOOLS

- 2.1 By concluding a purchase contract, the Seller provides a lifetime warranty for damage by fracturing for selected earthmoving tools. This warranty applies to:
- Noses and adapters secured by a pin, end and side edges;
 - Cutting edge segments and cutting edges (with the exception of edges with a high carbon content for graders);
 - Ripper shank protectors, scarifier tips;
 - Boots and scoops for compactor wheels;
 - Exchangeable wear plates fixed using screws, corner elements for cutting edges for loaders;
 - Cat® GraderBit adapters and elements for graders (with the exception of carbide plates and binders).
- 2.2 This warranty does not apply to wear and tear of the aforementioned tools.
- 2.3 The costs of work (disassembly, assembly and transport) with the exchange of damaged parts, including the costs of joining material necessary for disassembly and reassembly, are paid by the Buyer.
- 2.4 The Seller is not liable for defects arising as a consequence of inappropriate use or wear and tear of joining parts of work tools.
- 2.5 Cracks in the abrasion-resistant material (ARM) or breaking of hard parts of material from buttering are not regarded as "fractures" in the sense of this warranty.
- 2.6 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions (excluding the SOS Programme) and other activities for the duration of the standard warranty.

3. WARRANTY FOR ACCESSORIES

- 3.1 By concluding a purchase contract the Seller provides a warranty for the accessories specified below. The accessories include accessories of the manufacturer Caterpillar sold with a new machine or independently. The warranty applies to both production and material defects arising during ordinary operation of a machine with accessories that correspond to its work use.
- 3.2 The Seller provides a warranty lasting 12 months from the day of handover to the Buyer.
- 3.3 Accessories are understood to mean all additional tools, such as buckets, shovels, grapples, fast coupling systems, hydraulic hammers, shears, etc.
- 3.4 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions (excluding the SOS Programme) and other activities for the duration of the standard warranty.

4. WARRANTY TERMS AND CONDITIONS FOR CATERPILLAR SYSTEMONE DOZER CHASSIS

- 4.1 By concluding a purchase contract, the Seller provides a warranty for sealing and damage by fracture for a Caterpillar SystemOne chassis lasting 48 months from the day of handover to the Buyer or 6,000 mth or up to 100% of wear and tear on the chassis, whichever is earlier. Idlers with a central belt that were resealed and are installed with less than 50% wear and tear are covered by a warranty that there will be no oil leakage or fracturing for 6,000 mth or up to 100% wear and tear, whichever is earlier.
- This warranty applies to tracks, track elements, rollers, idlers, track wheels, screws, washers.
 - The costs of work (disassembly, assembly and transport) with the exchange of damaged parts, including the costs of joining material necessary for disassembly and reassembly, are paid by the Buyer. If, before a repair to a part, a decision is taken that it is more economical to exchange a part for a new one, the Seller will reimburse a proportionate part of costs for parts in accordance with the percentage of wear and tear of the exchanged component.

- 4.2 By concluding a purchase contract, the Seller provides a warranty for the service life of a Caterpillar SystemOne chassis lasting 48 months from the day of handover to the Buyer or 6,000 mth, whichever is the earlier.
- This warranty applies to track elements, track rollers and idlers.
 - The costs of work (disassembly, assembly and transport) with the exchange of damaged parts, including the costs of joining material necessary for disassembly and reassembly, are paid by the Buyer. If the service life of a part to which the warranty applies ends before the expiry of the warranty term, credit will be provided for purchases of chassis spare parts. The amount of the credit will correspond to the value determined using the ratio of mth and the set mth limit for the warranty. Replacement idlers can be welded, recased or exchanged, as the Seller sees fit.
- 4.3 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions and other duties for the duration of the standard warranty.

5. THE WARRANTY TERMS AND CONDITIONS FOR CHASSIS FOR DOZERS OR TRACKED EXCAVATORS SUCH AS CATERPILLAR HEAVY DUTY (HD), SEALED AND LUBRICATED TRACK (SALT), GREASE LUBRICATED TRACK (GLT), POSITIVE PIN RETENTION (PPR) AND GENERAL DUTY (GD).

- 5.1 By concluding the purchase contract, the Seller provides a warranty for the quality of Caterpillar Heavy Duty (HD), Sealed and Lubricated Track (SALT), Grease Lubricated Track (GLT) and Positive Pin Retention (PPR) chassis lasting 48 months from the day of handover to the Buyer or 4,000 mth or up to 100% of the wear and tear of the chassis, whichever is earlier.
- This warranty applies to:
 - Oil leaks or damage by fracture of the track, rollers and idlers;
 - Damage by fracture of the belt plates, track wheels and track wheel segments;
 - Oil leaks from the idlers and rollers reconditioned through the welding of new parts;
 - Oil leaks from idlers and rollers reconditioned through exchange of a part.
 - This warranty does not apply to products designated Cat® Classic™ Parts.
 - The costs of work (disassembly, assembly and transport) with the exchange of damaged parts, including the costs of joining material necessary for disassembly and reassembly, are paid by the Buyer. If, before a repair to a part, a decision is taken that it is more economical to exchange a part for a new one, the Seller will reimburse a proportionate part of costs for parts in accordance with the percentage of wear and tear of the exchanged component.
- 5.2 By concluding a purchase contract, the Seller provides a warranty for the service life of a Caterpillar General Duty chassis lasting 48 months from the day of handover to the Buyer or 3,000 mth, whichever is the earlier.
- This warranty applies to:
 - Oil leaks or damage by fracture of the track, rollers and idlers;
 - Damage by fracture of the belt plates, track wheels and track wheel segments;
 - Oil leaks from the idlers and rollers reconditioned through the welding of new parts;
 - Oil leaks from idlers and rollers reconditioned through exchange of a part.
 - The costs of work (disassembly, assembly and transport) with the exchange of damaged parts, including the costs of joining material necessary for disassembly and reassembly, are paid by the Buyer.
- 5.3 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions and other duties for the duration of the standard warranty.

6. WARRANTY TERMS AND CONDITIONS FOR YELLOWMARK SPARE PARTS

- 6.1 By concluding a purchase contract the Seller provides a warranty for Yellowmark spare parts lasting 12 months from the day of handover to the Buyer.
- This warranty applies to all Yellowmark spare parts.
 - This warranty does not apply to damage to parts and sections of a machine other than the actual damaged Yellowmark spare parts and the covers of damaged parts of earthmoving tools (GET).
 - As a part of the performance of the warranty the Seller will only exchange a defective Yellowmark spare part for a defect-free one, through the delivery of a new part. The costs of work (disassembly, assembly and transport) with the exchange of damaged parts, including the costs of joining material necessary for disassembly and reassembly, are paid by the Buyer.
- 6.2 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions and other duties for the duration of the standard warranty.

7. EXTENDED WARRANTY

- 7.1 In the event of purchase of an "extended warranty" as a part of the purchase contract the Seller provides a warranty for selected parts of the Machinery specified below over the framework of the standard warranty ("Extended Warranty"). The duration of the Extended Warranty and limitation on the number of mth are set out in the purchase contract. An extended warranty can be concluded for the individual cases specified below in Article 7.3.1-7.3.7.
- 7.2 The validity of the Extended Warranty is conditional on the conclusion of a CSA contract that defines the extent and conditions of regular maintenance ("CSA Contract"). Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions (excluding the SOS Programme for the Extended Warranty in accordance with Article 7.3.4-7.3.7) and other duties for the duration of the standard warranty.
- 7.3 The warranty cannot be claimed in cases where the defect is caused by a part to which the warranty does not apply or the defect arose as a consequence of natural wear and tear.

7.3.1 EXTENDED WARRANTY FOR DRIVE SYSTEM

The extended warranty for the drive system applies to the following main parts:

- Motor (with accessories that are necessary for the operation of the motor—e.g. fuel pumps, oil pump, water pump, turbocharger, control units, etc.);
- Motor (with accessories that are necessary for the operation of the motor—e.g. fuel pumps);
- Torque converter, transmission;
- Selected brake components;
- Axles, hub gears, differential;
- Selected electronic parts of the drive;
- Hydraulic motors (hydraulic motors) of the drive system on selected models;
- The selective catalytic reduction (SCR) system;
- Emissions module including a solid particle filter, oxidation catalyst and regeneration system, including electrical wiring;
- Selected parts of the vibration system (vibration cylinders).

The warranty does not apply to the following main parts:

- Components for the chassis parts (types, belts, plates, rollers, idlers and other chassis segments), which are governed by separate warranty terms and conditions;



- Other motor accessories (alternator, starter, air compressor, air conditioning compressor, water cooler, starter battery);
- Oil, air and water hoses and lines (except the hydrostatic lines for the drive system);
- Tracked machinery chassis components, which are governed by separate warrantee terms and conditions;
- Rubber and metal belts and related components.

7.3.2 EXTENDED WARRANTEE FOR HYDRAULIC SYSTEM

The extended warrantee for the hydraulic system applies to the following main parts:

- Hydraulic pumps (hydraulic generators) and hydraulic motors, distributor, rotary converter;
- Hydraulic lines (tubes, hoses);
- Hydraulic tank;
- Hydraulic cylinders, valves and accumulators;
- Hydraulic oil coolers.

The warrantee does not apply to the following main parts:

- Hydraulic quick couplings;
- Pumps, valves and other components belonging to the transmission and winch;
- Hydraulic accessories, which are governed by separate warrantee terms and conditions.

7.3.3 EXTENDED WARRANTEE FOR WHOLE MACHINERY

The Seller provides an extended warrantee for whole Machinery for whole pieces of Machinery delivered. The warrantee cannot be claimed in the following cases:

- The defect was caused by a part to which the warrantee does not apply;
- The defect arose as a consequence of natural wear and tear;

The warrantee does not apply to these main parts or is restricted in the manner specified below.

- Maintenance components—filters, chains, fuses, wipers, light covers, bulbs (with the exception of LED lighting), paint-work and stickers;
- Hydraulic accessories;
- radio
- Starter batteries—the warrantee does not apply to the natural fall in capacity and is limited to two years from the day of handover to the Buyer;
- Tyres—the warrantee applies only to cracks and is limited to 12 months from the day of handover to the Buyer;
- Tracked machinery chassis components, which are governed by separate warrantee terms and conditions (see Articles 4 and 5);
- Rubber belts and related components;
- Yellowmark spare parts, which are governed by separate warrantee terms and conditions (see Article 6).

7.3.4 EXTENDED WARRANTEE FOR CATERPILLAR HYDRAULIC HAMMERS

The warrantee does not apply to the following parts:

- All sealing and sealing sets;
- Rubber membranes in the pressure accumulator;
- Cases for storing work tools (chisel);
- Damage caused by incorrect assembly or incorrect setup of additional hydraulic circuit.

7.3.5 EXTENDED WARRANTEE FOR CATERPILLAR HYDRAULIC GRAPPLES: TWO-JAW, MULTI-JAW, DEMOLITION AND SORTING

The warrantee does not apply to the following main parts:

- Sealing, sealing sets, points/blades, abrasion parts;
- Damage caused by incorrect assembly or incorrect setup of additional hydraulic circuit.

7.3.6 EXTENDED WARRANTEE FOR CATERPILLAR HYDRAULIC WORK ACCESSORIES

The warrantee does not apply to the following main parts:

- Abrasion parts, points/blades, edges, cutting tools;
- Damage caused by incorrect assembly or incorrect setup of additional hydraulic circuit.

7.3.7 EXTENDED WARRANTEE FOR CATERPILLAR HYDRAULIC SHEARS AND CRUSHING JAWS

The warrantee does not apply to the following main parts:

- Jaws, teeth, edges, cutting tools;
- Damage caused by incorrect assembly or incorrect setup of additional hydraulic circuit.

8. CONDITIONS FOR CLAIMING WARRANTEE

- Defects ascertained after the handover and acceptance of Machinery are claimed by the Buyer from the Seller in a form in accordance with the purchase contract (hereinafter "Complaints").
- Evident defects must be complained about during handover and acceptance of Machinery. Hidden defects in Machinery and defects that come to light during the warrantee term must be claimed by the Buyer from the Seller (delivered to it) without undue delay after they are ascertained, but no later than by the end of the warrantee. In a complaint the Buyer will state a description of the defect and specifications about how it appears.
- The Buyer has rights under the warrantee in accordance with Section 2106(1)(a)–(c) or Section 2107(1) of Act No. 89/2012 Coll., the Civil Code. Unilateral withdrawal by the Buyer from the contract based on which the Machinery was delivered to the Buyer is prohibited. Only the Seller can choose between rights under the warrantee.
- The Seller will notify the Buyer, within 30 calendar days of the day of notification of a defect, whether it recognises the defect complained about as a defect covered by the warrantee or whether it excludes its liability under the warrantee. In the event the Buyer asks the Seller to give its opinion in accordance with the previous sentence and makes the correction of the defect conditional on its recognition as a complaint defect, the period for correction of the defect in accordance with Article 8.5 does not run until the Seller gives its opinion. If the Buyer does not request an opinion, it applies that it agrees to the correction of the defect at its expense. In such case the Buyer is obligated to compensate the Seller for expenses that were linked to the correction of the defect, within 30 days of the delivery of a request for performance by the Seller.
- The Seller is obligated to correct a defect complained about within 30 calendar days of the day of notification of an opinion in accordance with Article 8.4, if it is technically or technologically possible, i.e. if the current state of technology used, its connection and the dependence of other technologies enables the performance of the relevant activities necessary for the correction of defects under the conditions necessary to correct defects or in another period agreed between the Seller and the Buyer. If the Seller does not correct a defect by the aforementioned deadline, the Buyer is entitled to correct the defect itself, or have it corrected on the Seller's account. In such case the Seller is obligated to compensate the Buyer for expenses that were linked to the correction of the defect, within 30 days of the delivery of a request for performance by the Buyer.
- The course of all work performed in connection with the making of a complaint is recorded by the Seller in a service protocol.
- The Buyer undertakes to create for the contractor the conditions for the correction of a defect complained about for the necessary period. Unless agreed otherwise, a service action will occur in the Seller's place of business and the Buyer bears the costs related to the transport of the Machinery.

