

	DOCUMENT Warranty conditions	Date : 2022/01/26 Version : 01
Document No. : DOC45	Process owner : Sales Manager	Page 1 of 3

Warranty conditions HAMOFA BV

1. WARRANTY PERIODS

- a. Hamofa BV provides the customer a warranty which, with the exception of partial overhauls (See here Item 10 - Partial overhauls) :
 - i. For reconditioned diesel engines : 12 months
 - ii. For used diesel engines : 3 months
 - iii. For new generators / power packs : 12 months
 - iv. For used generators / power packs : 3 months
 - v. For Core Engines: out of warranty
- b. This warranty shall take effect from the date of delivery

2. BENEFICIARY

- a. The warranty provided by Hamofa BV only benefits the customer/client and/or user who has endorsed this certificate of warranty and accepted the conditions attached to it.
- b. The warranty may under no circumstances be transferred to a third party, nor may it benefit any successor.
- c. Claims under the warranty can only be made by express written agreement with Hamofa BV.

3. REPORTING REQUIREMENT AND EXPIRY PERIOD

- a. The customer/client and/or user must apply to Hamofa BV for every intervention for which he wishes to make a claim under the warranty.
- b. The customer/client and/or user is obliged to immediately contact Hamofa BV after a possible defect or malfunction has been discovered, in order to make an appointment to present the engine in question for an inspection.
- c. To the extent that further damage is due to a failure or delay in reporting to Hamofa BV, Hamofa BV shall not be liable for any additional damage to the engine resulting from this failure on the part of the customer/client and/or user.
- d. Intervention in warranty is legally invalid if Hamofa BV is not notified within 2 working days of the defect/deficiency and a description of the facts is given, including a description of the circumstances. (driving) circumstances in which the findings took place, as well as the response shown.

4. REPAIRS AND FINDINGS OUTSIDE HAMOFA BV

- a. The customer/client and/or user is not entitled to have the engine repaired elsewhere without written permission from Hamofa BV at the expense of Hamofa BV.
- b. Any possible observation of a defect, either of the engine, made outside the work premises or outside the presence of Hamofa BV, is deemed to be unattributable to Hamofa BV.

5. EXCLUDED FROM REPAIR

- a. Defects and faults that are the result of wilful misconduct, negligence, missing normal maintenance of the engine, abnormal use (i.e. use that is not in accordance with the manufacturer's instructions), incorrect installation or connection of the engine, improper treatment, incorrect use, incorrect repairs and alterations that have not been carried out by Hamofa BV, automatically entail the exclusion of the warranty, in such a way that Hamofa BV cannot be held liable for any repairs or compensation.

	DOCUMENT Warranty conditions	Date : 2022/01/26 Version : 01
Document No. : DOC45	Process owner : Sales Manager	Page 2 of 3

6. ACCESSORIES AND IMPROPER USE

- a. Hamofa BV is not obliged to perform under the terms of the warranty with regard to defects and/or faults that have occurred as a result of
 - i. The accessories that belong to the engine and that are not controlled by Hamofa BV
 - ii. Participation in speed trials and/or competitions

7. SOURCES

- a. Hamofa BV is not obliged to intervene under the warranty regarding defects and faults caused, or partly caused, by the use of fuels for which the engine is not suitable.

8. TRUCKS

- a. The warranty on replacement engines includes repair of defects in so far as they become apparent during the warranty period, with the exception of defects to reused moving parts or parts subject to normal wear and tear.
- b. In the framework of the warranty repairs are carried out at the expense of Hamofa BV in the work facilities of Hamofa BV.
- c. To the extent that a claim is covered by warranty, the parties have agreed that the customer/client can only claim the repair of the defect that has manifested itself, without making any claim against Hamofa BV for any consequential damages attributable to the defect/issue that has manifested itself.

9. RECONDITIONED ENGINES

- a. The warranty on completely overhauled engines includes the re-performance of improperly performed operations as well as spare parts and components supplied by the manufacturer that become defective during the warranty period, subject to the conditions specified in Section 8 - Exchange Engines.
- b. Even with regard to completely overhauled engines, cylinder blocks, cylinder heads and crankshafts that are not supplied by Hamofa BV are excluded from the warranty, unless the defects that occur are due to incorrect processing by Hamofa BV.

10. PARTICULARS

- a. Warranties on partial overhauls or rotating parts are limited to 3 months and only apply to the operations carried out by Hamofa BV and the parts supplied.
- b. Warranties on repaired cylinder heads are limited to 6 months and only apply to the operations carried out and parts supplied by Hamofa BV.

11. COOPERATION OBLIGATION

- a. Both the client/client and the user must cooperate in the investigation of a timely submitted warranty complaint. Therefore, the owner must ensure that the engine is made available to Hamofa BV for inspection at its address, Bedrijfsstraat 4, 3930 Hamont, unless the inspection address is stated otherwise.
- b. The customer/client and/or user must warranty for himself, without any claims against Hamofa BV in this respect, that the engine concerned will be made available in time.

12. CHARGING FOR INTERVENTION

- a. In the case of a claim, the costs of repair and/or replacement and/or the costs of new processing shall be borne entirely by Hamofa BV, although this shall be limited to the amount initially charged and invoiced by Hamofa BV.
The surplus must be borne by the customer/client and/or user.

	DOCUMENT Warranty conditions	Date : 2022/01/26 Version : 01
Document No. : DOC45	Process owner : Sales Manager	Page 3 of 3

13. LIMITATION OF LIABILITY

- a. The warranties provided by Hamofa BV are explicitly limited to the goods sold and do not in any way extend to compensation for damage to persons and/or companies, whether or not belonging to third parties, as a result of the breakage or breakdown of the engine and/or spare parts/components, nor to compensation for any further costs that may arise from this for the customer/client and/or user.
- b. Any claim for consequential damages is hereby excluded.

14. MISCELLANEOUS

- a. No intervention and/or warranty claims can be made if payments for the engine in question have not been made in full.
- b. It is also a prerequisite that the exchange engine must be returned to Hamofa BV's workshops within 14 working days after delivery.
- c. Hamofa BV and the customer and/or user have agreed that any intervention by Hamofa BV during the warranty period for a covered warranty case will not suspend, interrupt or extend the initial warranty period.
- d. Any claim under the warranty is automatically barred for defects and shortcomings occurring outside the warranty period as provided for in Art. 1.

15. DISCLOSURES

- a. Any disputes should be submitted exclusively to either the Justice of the Peace in Pelt, or the Commercial Court in Hasselt.