

# WARRANTY GUIDELINES

## FOR CUSTOMERS OF TRACTO GMBH & CO. KG

Dear customer,

Thank you for choosing a TRACTO product. We are delighted to have the opportunity to provide you with a high-quality technical product designed for a long service life. From development to design and manufacturing to delivery, we at TRACTO work with passion and the highest quality standards to provide you with a high-quality, faultless and reliable product.

In order to ensure the performance and reliability of your product, we ask you to carefully read the maintenance instructions in your operating manual and to implement them accordingly.

We guarantee that our product is free from defects as stipulated in legal and contractual provisions. In your interest, we would like to explain these provisions and their application in greater detail.

The warranty period normally begins upon transfer of the TRACTO product to you. We therefore kindly ask you to confirm the handover by signing and returning the certificate of acceptance prepared by your TRACTO branch office.

We hope you enjoy using your TRACTO product.

  
Timotheus Hofmeister

  
Meinolf Rameil

**TRACTO**  
**ADVANCED TRENCHLESS TECHNOLOGY**

# WARRANTY GUIDELINES

## 1. Basic information about the warranty

For all sales by TRACTO, our General Terms and Conditions of Sale and Delivery apply. As stipulated in the terms and conditions, we ensure that our products are free from material and manufacturing defects for the duration of the warranty period.

In the event of repairs covered by the warranty, we shall ensure that such repairs are performed free of charge for you. Details are regulated in our terms and conditions as well as in the text below.

## 2. Start of warranty and warranty duration

### 2.1 Machines and systems

The warranty period is generally twelve months from the transfer of risk, i.e. from the initial transfer of the product to you or your authorised representative. The certificate of receipt is used to document the handover date. This certificate is filled out by your TRACTO branch office or sales partner on the day of delivery and must be countersigned by you.

The certificate of receipt also serves to verify the start of the warranty period. This means that it is in your best interest to swiftly return the completed and signed certificate of receipt before the eventuality of a warranty claim arises.

### 2.2 Spare parts and accessories

Spare parts installed as part of a warranty repair do not stipulate a new warranty period, instead the original machine warranty period still applies. If, on the other hand, we sell spare parts to you, the warranty runs 12 months from the date of delivery to you (as documented by the sales invoice you have received from us). The same applies to accessories which you have purchased from us.

## 3. Your role in the TRACTO warranty process

Please ensure that your operating personnel are adequately trained and instructed. This shall be confirmed by your signature on the certificate of receipt. The machine may be used only for the intended purposes as described in the operating manual.

The inspection and maintenance work recommended by TRACTO must be carried out as described in the operating manual. If the necessary inspection or maintenance is not carried out and this leads to damage to the machine, we shall not be liable for such damage within the terms of the warranty.

In case of faults or failures of the machine, please notify your TRACTO branch office or the nearest TRACTO sales partner immediately, who will then contact us. If a repair is necessary within the scope of the warranty, you must provide us with the required time and opportunity to do so, which specifically entails handing over the machine for the purposes of inspection.

## 4. The role of your TRACTO branch office

We shall be required to carry out incidental repairs covered under warranty for you free of charge. We shall endeavour to carry out the work required as soon as possible.

Should we determine that the damage forming the basis of your claim has been caused by improper use, a lack of maintenance or other circumstances for which you are fault, or for other reasons not covered by the warranty, we shall notify you as soon as possible. You shall provide compensation for the costs we incur from removing a defect not covered under the warranty (in particular inspection and transport costs) unless it was not evident that the

damage was not covered under the warranty.

If you ask us to perform the repair despite the fact that the action is not covered under warranty, you shall be required to bear the costs of the repair. Parts that are replaced by such a repair are then your property and we shall be make them available to you on request.

## 5. Warranty restrictions

Damage is only considered a defect in terms of the warranty claim if such damage existed at the time of the transfer of risk (i.e. normally the handover of the machine). This applies regardless of whether or not such damage was evident at that time. However, defects which only become apparent after the transfer of risk may be used to justify warranty claims against us if it is possible to show that the cause existed back at that point in time.

Damage due to any of the following circumstances shall not constitute a warrantable failure:

- Damage during shipping or transport;
- External circumstances such as fire or flooding;
- Normal wear and tear;
- Installation of unsuitable or incompatible equipment (or the connecting of unsuitable or incompatible accessory equipment);
- Vandalism;
- Incorrect use, improper use or over use (against the instructions in the operating and maintenance manual);
- Improper storage;
- Exposure to corrosive substances
- Improperly performed repairs and maintenance work;
- Neglecting to maintain or perform required or recommended product improvement programmes;
- Neglecting to repair a defect, small or otherwise, in a timely manner;
- Unauthorised changes to the delivered item (including a change of performance parameters);
- Use of non-original spare parts;
- Use of unsuitable materials.

Please also note that, in accordance with existing law, any claims for warranty which you fail to bring to our attention in a timely manner (or at all) shall be rejected.

## 6. Damage after the warranty period

In the event of such damage, you can request a proportion of the costs to be handled as a goodwill repair by TRACTO through your TRACTO sales partner or your TRACTO branch office in justified, individual instances. If necessary, we may ask you to send back the defective parts. There shall be no basis for a legal claim demanding that TRACTO to assume the costs, either in full or in part.

## 7. Precedence of terms and conditions ahead of these guidelines

These guidelines are intended to clarify and supplement our general terms and conditions. In the event of any contradictions, the general terms and conditions shall take precedence.

If you have any further questions, please contact your local TRACTO contact person.

# TRACTO ADVANCED TRENCHLESS TECHNOLOGY