



## York Warranty Policy 2009/10

### Warranties Policy Conditions.

#### Warranty Statement:

**Subject to the appropriate warranty registration within 1 month of first vehicle registration and / or entry into service and the conditions as specified below.**

- 1 Subject to the terms of the Warranty set out in these Conditions, Seller warrants that if any defect in any Goods (or part thereof) becomes apparent and is reported to Seller within a time frame stipulated by Seller from the date of delivery (time being of the essence) then Seller shall, at its sole discretion, either repair the defect or replace the equipment.
- 2 The Warranty shall be valid for a period of 12 months or upon the Goods having been utilized for a mileage of 100,000km, whichever occurs earlier, from the date of registration. Upon county/regions exclusions –extensions is applicable.

On complete beam weld assembly comprising finished axle beam, and all welded brackets on all axles supplied with suspensions fitted by Seller.

On axle end fixings, hub and conventional assemblies, drum brakes, disc brake rotor (mechanical failure only), disc caliper assembly (excludes damage due to off-road usage), camshaft, camshaft bearings, cam rollers, brake anchor pins, hub cap, dust covers and screws, brake shoe, ABS sensor with bracket, brake retaining and return springs, oil and grease seals.

- 3 Seller warrants only those Goods which are bought direct from Seller or Seller's authorized agents.
- 4 Seller will not be responsible under this Warranty, for any expenses which the Buyer may incur in removing or having removed or in replacing or having replaced any part or parts to be sent for inspection, or in fitting or having fitted any new parts in lieu thereof, and all labour expended on any such inspection or other work must be paid for by the Buyer.
- 5 This Warranty does not cover any defect or damage which may be wholly or partly caused by, or attributable to, or which arises through:-
  - i) Failure on the part of the Buyer to properly maintain any Goods;
  - ii) Failure on the part of the Buyer to follow any instructions or guidelines provided by Seller; or
  - iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or
  - iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
  - v) Fair wear and tear, any accident or act of God; or
  - vi) Dirt, misuse or neglect
- 6 This Warranty shall immediately cease if:-
  - i) A load has, at any time, been imposed in excess of the maximum load stipulated in writing or in any product literature published by Seller.
  - ii) The Goods have been used for a purpose other than they were intended;
  - iii) The Goods have, without the written consent of Seller, been altered or repaired otherwise than by Seller;
  - iv) Either the Goods or part or parts thereof have been applied to a use which, in the opinion of Seller, is unsuitable;

- v) Designs other than Seller's own are used, or work is done contrary to Seller's standard practice or against its advice;
- vi) Defects are aggravated by continued use after the defects ought reasonably to have been discovered by a reasonable prudent operator or user.
- vii) The defects have arisen due to the incorrect installation of the Goods;
- viii) The Goods have not been stored or maintained as recommended by the Seller;
- ix) The defect has arisen due to normal wear and tear of the Goods

**Scope of warranty :**

7 Subject to paragraph 8 below in order to make a claim under this Warranty, a person must:-

- i) Give the Seller written details of any defect in the Equipment together with documentary proof of the date of purchase and date of installation by the end user of the Equipment within 30 days of identifying the defects;
- ii) Defective or damage parts that have been disassembled must be kept in storage and where applicable subject to agreement, return to York at the owner's expense. Any and all further claims are excluded.
- iii) Failures that fall within the terms of the York warranty must be notified on discovery to the trailer manufacturer and to York and to the appropriate York representative/dealer or service centre.

**8 Registration:**

The warranty will only be given for trailer Equipment that has been officially registered. Registration is an absolute requirement in order to obtain cover from York Transport Equipment ("York")

In order to do this, it is necessary to complete the Warranty registration form.

**The Registration Document must be filled out and signed by the trailer fabricator owner/operator** after the check and Warranty Registration card has been completed. It should then be sent to one of the corresponding registration addresses within 1 month from first vehicle registration / or entry into service. York will then issue the warranty registration number for the respective vehicle as confirmation that it has warranty cover.

The Registration Document must be filled out **(in triplicate)**

First copy of this document should be given to the end user, while second copy is to be sent to YORK's central office for registration within 1 month from date of sale; third copy is to be retained with the issuer (fabricator/ Dealer).

The serial number printed on the registration document would be the warranty registration number for the respective vehicle. YORK advises the end user to retain their copy of the warranty document along with Vehicle.

YORK reserves the right of verifying the records through warranty registration card to extend the warranty benefits to the end user.

**9 Repairs during the warranty period:**

For the duration of the warranty period York will cover the cost of the material that is to be replaced as well as the disassembly and installation in line with York standard time guidelines. This work must be agreed in advance with York or the relevant York representative and must be performed by an Authorized Service Centre.

**Warranty claim card needs to be completed with all possible claims.**

When repairs are carried out during the warranty period the warranty covering the replaced components will continue as previously and the time period will not start anew.

**10 Development of York products, alterations to maintenance requirements.**

As York is constantly developing and improving its products, the prescribed maintenance and service instructions may change from time to time. On request the latest editions of the warranty conditions including service and maintenance instructions will be available on the York website [www.yorktransport.com](http://www.yorktransport.com).

**Attached :**

**Warranty Registration Card**

- 11) Annexure 1 Warranty Policy Guide Lines**
- 12) Annexure 2 Guidelines to handle complaints under warranty**
- 13) Annexure 3 Warranty Claim Card**
- 14) Annexure 4 Job Code for labour/Hours**
- 15) Annexure 5 Warranty registration Form**

Date: 28/01/10

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