



## WARRANTEE TERMS AND CONDITIONS – CCR AND CPT

### 1. Standard Warrantee

- 1.1 Zeppelin CZ s.r.o. (the "Seller") provides for the subject of delivery under a performance contract for the delivery of a Cat Certified Rebuild ("CCR") or Certified Power Train ("CPT") (the "Machinery") a warrantee lasting 12 months from the day of handover to the buyer (the "Buyer"). This warrantee 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 warrantee term, the Seller will arrange and/or perform:
- new, factory-reconditioned or manufacturer-approved spare parts necessary for the correction of the defect (the same warrantee until the end of the original warrantee term for the Machinery applies to spare parts installed as a part of a warrantee 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 warrantee repair become the Seller's property.
- 1.4 During the warrantee term, under the sanction of loss of the warrantee, the Buyer is obligated:
- To include the Machinery 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](http://www.zeppelin.cz);
  - To maintain the Machinery, 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 internal 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 a machine 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 warrantee repair or regular maintenance.
- 1.6 The Seller is entitled to refuse a warrantee repair in the event of evident non-compliance or a breach of the Warrantee Terms and Conditions.
- 1.7 Ordinary wear and tear and running maintenance are not covered by the warrantee.
- 1.8 Claims resulting from the warrantee terminate if they are not made in written form to the Seller by the end of the warrantee term. The validity of the standard and extended warrantees, as stated in these Warrantee Terms and Conditions or in a performance contract, is not added together.
- 1.9 The warrantee does not apply to these main parts or is restricted in the manner specified below.
- Earthmoving tools and accessories, which are governed by separate warrantee terms and conditions (see Article 2);
  - Hydraulic quick couplings—the warrantee 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 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 Article 4);
  - Rubber and metal belts and related components;
  - Yellowmark spare parts, which are governed by separate warrantee terms and conditions (see Article 6).

### 2. Warrantee Terms and Conditions for Earthmoving Tools

- 2.1 By concluding a purchase contract, the Seller provides a lifetime warrantee for damage by fracturing for selected earthmoving tools. This warrantee applies to:
- Noses and adapters secured by a pin, end and side edges;
  - Uni-Tooth and Modulok parts;
  - Cutting edge segments and cutting edges (with the exception of edges with a high carbon content for graders);
  - Ripper shank protectors, scarifier tips;
  - Booms 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 warrantee 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 re-assembly 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 warrantee.
- 2.6 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warrantee Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warrantee Terms and Conditions (excluding the SOS Programme) and other activities for the duration of the standard warrantee.

### 3. Warrantee for Accessories

- 3.1 By concluding a purchase contract, the Seller provides a warrantee for the accessories specified below. The accessories include new accessories of the manufacturer Caterpillar sold with a new machine or independently. The warrantee 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 warrantee 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-fixing systems, hydraulic hammers, shears, etc.
- 3.4 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warrantee Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warrantee Terms and Conditions (excluding the SOS Programme) and other activities for the duration of the standard warrantee.

### 4. Warrantee Terms and Conditions for Caterpillar SystemOne Dozer Chassis

- 4.1 The Seller provides a warrantee for sealing and damage by fracture for a new 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 re-sealed and are installed with less than 50% wear and tear are covered by a warrantee that there will be no oil leakage or fracturing for the mth or up to 100% wear and tear, whichever is earlier.
- This warrantee 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 re-assembly, 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 warrantee 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 warrantee 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 re-assembly, are paid by the Buyer. If the service life of a part to which the warrantee applies ends before the expiry of the warrantee term, credit will be provided for purchases of chassis spare parts. The amount of the credit will correspond to the value stipulated from the ratio of mth and the set mth limit for the warrantee. Replacement idlers can be welded, re-cased or exchanged, as the Seller sees fit.
- 4.3 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warrantee Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warrantee Terms and Conditions and other duties for the duration of the standard warrantee.

### 5. The Warrantee 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 The Seller provides a warrantee for the quality of new 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 warrantee 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 re-assembly, 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 warrantee 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 warrantee 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 re-assembly, are paid by the Buyer.
- 5.3 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warrantee Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warrantee Terms and Conditions and other duties for the duration of the standard warrantee.
- ### 6. Extended Warrantee
- 6.1 In the event of purchase of an "extended warrantee" as a part of the purchase contract the Seller provides a warrantee for selected parts of the Machinery specified below over the framework of the standard warrantee ("Extended Warrantee"). The duration of the Extended Warrantee and limitation on the number of mth are set out in the purchase contract. An Extended Warrantee can be concluded for the individual cases specified below in Article 6.3.1–6.3.6.
- 6.2 The validity of the Extended Warrantee 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 Warrantee Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warrantee Terms and Conditions (excluding the SOS Programme for the Extended Warrantee in accordance with Article 6.3.3.–6.3.6) and other duties for the duration of the standard warrantee.
- 6.3 The warrantee cannot be claimed in cases where the defect is caused by a part to which the warrantee does not apply or the defect arose as a consequence of natural wear and tear.
- 6.3.1 **EXTENDED WARRANTEE FOR DRIVE SYSTEM**  
The extended warrantee for the drive system applies to the following main parts:
- Motor, transformer, transmission, drive shaft;
  - Gimbal, driven axle differential;
  - Drive pumps (for hydrostatic drive), drive motors (hydrostatic drive), bevel gears, steering clutch;
  - Directional brakes;
  - Hub gears (but not track wheel);
  - Oil cooler (motor, drive train and transformer).
- 6.3.2 **EXTENDED WARRANTEE FOR HYDRAULIC SYSTEM**  
The extended warrantee for the hydraulic system applies to the following main parts:
- Hydraulic pumps (including steering pump);
  - Main and pilot distributor, hydraulic circuit valves, hydraulic cylinders (including steering cylinders);
  - Piping for hydraulic distribution systems.
- The warrantee does not apply to hydraulic system hoses, if damage to them is caused by chafing or breaking.
- 6.3.3 **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.
- 6.3.4 **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.
- 6.3.5 **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.
- 6.3.6 **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.
- ### 7. Conditions for Claiming Warrantee
- 7.1 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").
- 7.2 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.
- 7.3 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.
- 7.4 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 7.5 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.
- 7.5 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 7.4, 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.
- 7.6 The course of all work performed in connection with the making of a complaint is recorded by the Seller in a service protocol.
- 7.7 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.