



1. Warrantee

- 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 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. A warrantee for territory outside the Czech Republic has to be agreed in a separate arrangement between the Seller and the Buyer.
- 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 needed 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 (the "**SOS Programme**"). The terms and conditions of the SOS Programme are available at the website www.zeppelin.cz;
 - To maintain the Machinery, at its expense, in accordance with the maintenance instructions stated in the operating and maintenance manual or another document stipulating the requirements of the Machinery's manufacturer for its operation and maintenance that the Seller handed over to the Buyer ("**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 internals in accordance with the Operating and Maintenance Manual;
 - In the event a defect occurs, to immediately notify the Seller and immediately enable the performance of service of the Machinery.
- 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 to the Seller by the end of the warrantee term. The validity of standard and extended warrantees, as stated in these Warrantee Terms and Conditions or in a purchase contract is not added together.
- 1.9 The warrantee does not apply to these main parts or is restricted in the manner specified below:
- Starter batteries—the warrantee does not apply to the natural fall in capacity and is limited to 12 months from the day of handover to the Buyer.

2. Conditions for Claiming Warrantee

- 2.1 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**").
- 2.2 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.
- 2.3 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.
- 2.4 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 2.5 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.
- 2.5 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 2.4, 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.
- 2.6 The course of all work performed in connection with the making of a complaint is recorded by the Seller in a service protocol.
- 2.7 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 at the place the Machinery is installed.

These Warrantee Terms and Conditions are valid from 1 May 2020.