



1. Basic Provisions

- 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 warranty lasting in accordance with the conditions specified in the purchase contract from the day of handover to the buyer (the "Buyer"). This warranty applies to both production and material defects and is valid only for Machinery on the territory of the Czech Republic. If the purchase contract does not define a warranty, a warranty is not provided.
- 1.2 If a defect occurs in the Machinery during the warranty 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 warranty until the end of the original warranty term for the Machinery applies to spare parts installed as a part of a warranty repair);
 - 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 warranty repair become the Seller's property.
- 1.4 During the warranty term, under the sanction of loss of the warranty, the Buyer is obligated:
- To maintain the Equipment, 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 intervals 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 or the callout of a mechanic to the place of repair 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 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 warranty repair or regular maintenance.
- 1.6 The Seller is entitled to refuse a warranty repair in the event of evident non-compliance or a breach of the Warranty Terms and Conditions.
- 1.7 Ordinary wear and tear and running maintenance are not covered by the warranty.
- 1.8 Claims resulting from the warranty terminate if they are not made in written form to the Seller by the end of the warranty term. The duration of the warranties stated in these Warranty Terms and Conditions are not added together.

2. Warranty for Earthmoving Tools

- 2.1 By concluding a purchase contract, the Seller provides a lifetime warranty for damage by fracturing for selected earthmoving tools. This warranty 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;
 - 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 warranty 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 warranty.
- 2.6 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions.

3. Warranty for Accessories

- 3.1 By concluding the purchase contract, the Seller provides a warranty for accessories of a manufacturer from the Caterpillar Inc. group sold with a machine or independently. The warranty applies to both production and material defects arising during ordinary operation of a machine with accessories that correspond to its work use. The Seller provides a warranty lasting 12 months from the day of handover to the Buyer.
- 3.2 Accessories are understood to mean all additional tools, such as buckets, shovels, grapples, fast coupling systems, hydraulic hammers, shears, etc.
- 3.3 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions.

4. Warranty Terms and Conditions for Yellowmark Spare Parts

- 4.1 By concluding a purchase contract, the Seller provides a warranty for Yellowmark spare parts lasting 12 months from the day of handover to the Buyer.
- This warranty applies to all Yellowmark spare parts.
 - This warranty does not apply to damage to parts and sections of a machine other than the actual damaged Yellowmark spare parts and the covers of damaged parts of earthmoving tools (GET).
 - As a part of the performance of the warranty the Seller will only exchange a defective Yellowmark spare part for a defect-free one, through the delivery of a new 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.
- 4.2 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions.
5. **Extended Warranty**
- 5.1 In the event of purchase of an "extended warranty" as a part of the purchase contract the Seller provides a warranty for selected parts of the Machinery specified below ("Extended Warranty"). The duration of the Extended Warranty and limitation on the number of mth are set out in the purchase contract. An extended warranty can be concluded for the individual cases specified below in Article 5.3.1–5.3.7.
- 5.2 Unless specified otherwise, the contracting parties' rights and duties stated in part 1 of these Warranty Terms and Conditions apply. The Buyer is, in particular, obligated to comply with the duties stipulated in Article 1.4 of these Warranty Terms and Conditions.
- 5.3 The warranty cannot be claimed in cases where the defect is caused by a part to which the warranty does not apply or the defect arose as a consequence of natural wear and tear.

5.3.1 WARRANTY FOR DRIVE SYSTEM

- Main components that are included in the warranty for the Drive System:
- Motor (with accessories that are necessary for the operation of the motor—e.g. fuel pumps, oil pump, water pump, turbocharger, control units, etc.);
 - Torque converter, transmission;
 - Axles, hub gears, differential;
 - Selected electronic parts of the drive;
 - Hydraulic motors of the drive system on selected models;

- The selective catalytic reduction (SCR) system;
 - Emissions module including a solid particle filter, oxidation catalyser and regeneration system, including electrical wiring;
 - Selected parts of the vibration system (vibration cylinders).
- The main components that are not included in the warranty for the Drive System:
- Components for the chassis parts (tyres, belts, plates, rollers, idlers and other chassis segments);
 - Other motor accessories (alternator, starter, air compressor, air conditioning compressor, water cooler, starter battery);
 - Oil, air and water hoses and lines (except the hydrostatic lines for the drive system);
 - Tracked machinery chassis components, which are governed by separate Warranty Terms and Conditions;
 - Rubber and metal belts and related components.

5.3.2 WARRANTY FOR HYDRAULIC SYSTEM

- Main components that are included in the warranty for the Hydraulic System:
- Hydraulic lines (tubes, hoses);
 - Hydraulic tank;
 - Hydraulic pumps (hydraulic generators) and hydraulic motors, distributor, rotary converter;
 - Hydraulic cylinders, valves and accumulators;
 - Hydraulic oil coolers.
- Main components that are not included in the warranty for the Hydraulic System:
- Hydraulic quick couplings;
 - Pumps, valves and other components belonging to the transmission and winch;
 - Hydraulic accessories that are the subject of a separate warranty.

5.3.3 WARRANTY FOR WHOLE MACHINERY

- Main components that are included in the warranty for whole Machinery:
- Components covered by the warranty for the Drive System, including other accessories for the motor (alternator, starter, air compressor, air conditioning compressor, water cooler) and oil, air and water hoses and lines;
 - Components covered by the warranty for the Hydraulic System, including pumps, valves and other components belonging to the transmission and winch;
- The main components that are not included in the warranty for whole Machinery:
- Maintenance components—filters, chains, fuses, wipers, light covers, bulbs (with the exception of LED lighting), paintwork;
 - Hydraulic accessories that are the subject of a separate warranty (see Article 5.3.4–5.3.7);
 - Earthmoving tools and accessories, which are governed by separate Warranty Terms and Conditions (see Article 2);
 - Starter battery;
 - Tyres;
 - Tracked machine chassis components;
 - Rubber and metal belts and related components;
 - Yellowmark spare parts, which are governed by separate warranty terms and conditions (see Article 4).

5.3.4 EXTENDED WARRANTY FOR CATERPILLAR HYDRAULIC HAMMERS

- The warranty 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.

5.3.5 EXTENDED WARRANTY FOR CATERPILLAR HYDRAULIC GRAPPLERS: TWO-JAW, MULTI-JAW, DEMOLITION AND SORTING

- The warranty 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.

5.3.6 EXTENDED WARRANTY FOR CATERPILLAR HYDRAULIC WORK ACCESSORIES

- The warranty 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.

5.3.7 EXTENDED WARRANTY FOR CATERPILLAR HYDRAULIC SHEARS AND CRUSHING JAWS

- The warranty 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.

6. Conditions for Claiming Warranty

- 6.1 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").
- 6.2 Evident defects must be complained about during handover and acceptance of Machinery. Hidden defects in Machinery and defects that come to light during the warranty 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 warranty. In a complaint the Buyer will state a description of the defect and specifications about how it appears.
- 6.3 The Buyer has rights under the warranty 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 warranty.
- 6.4 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 warranty or whether it excludes its liability under the warranty. 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 6.5 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.
- 6.5 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 6.4, 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.
- 6.6 The course of all work performed in connection with the making of a complaint is recorded by the Seller in a service protocol.
- 6.7 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.