



## **Fuel Fired, Hybrid Electric Heaters and SPumps 24 Months/ Unlimited Mileage Limited Warranty**

### **LIMITED WARRANTY CONDITIONS**

This document made and entered replaces all previously dated warranty conditions SUPPLIER SHALL NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT

### **1. DEFINITIONS**

SUPPLIER is the manufacturer of the products. "Products" mean heater systems, components, and parts directly sold and delivered by SUPPLIER to PURCHASER. "Vehicles" mean buses or vehicles which are equipped with the products or in which the products are installed, according to the instructions of the SUPPLIER.

### **2. It is expressly understood between the parties here to that no warranty shall be given to the following grounds:**

(1) Failure, breakdown or damage of the products caused or induced by:

- (a) Improper installation of the products on the vehicles or improper dis-assembly or reconstruction of the products;
- (b) Improper storage, handling, or use of the products or the vehicles (including in races, rallies, or other similar competitions;
- (c) Other parts/components or the vehicle themselves; or
- (d) Natural and/or man-made disasters (including traffic accidents).

(2) Failure, breakdown or damage of the products, if the contract products are subjected to excessive water or fluids used for vehicles (e.g. oil, engine coolant, battery fluid, brake fluid, windshield washer fluid) not described in the specifications.

(3) Normal wear & tear of the maintenance parts of the products;

(4) Sensuous dissatisfaction of the end-of users of the vehicles with the products which has nothing to do with the quality and/or function of the products.

(5) All warranty claims brought to the attention of the seller after the warranty period is expired are void.

### **3. WARRANTY PERIOD**

The period of warranty for the products shall be as follows:

(1) The warranty period for Original Equipment Manufacture shall commence

- a): twenty-four (24) months from the date registration of the vehicle or the delivery date to the first end-user
- b): thirty (30) months from purchase date of the contract products by PURCHASER; whichever comes first. Subject to the precedent sentence: the warranty shall however also apply to defects which are discovered by PURCHASER or its dealer before delivery or registration of the vehicle.

(2) The warranty period for replacement of parts shall run from the sales date of replacements of the products to the end-users of the vehicles;

- (a) For the parts replaced during the warranty period provided in Sub Paragraph (1): the date when twelve (12) months have passed or the date when the warranty period provided in Sub Paragraph (1), as the case may be has passed, whichever comes later, or:
- (b) For the parts replaced after the warranty period provided in Sub Paragraph (1): to the date when twelve (12) months have passed from the date of replacement of such parts.

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#### **4. WARRANTY PROCEDURE**

Products or parts thereof which show allegedly any defects shall be collected by the distributors of PURCHASER from the market and on request within 30 days after receipt of the warranty claim report send to SUPPLIER. Once the SUPPLIER receives the warranty claim report, a claim number shall be issued to the PURCHASER. The PURCHASER shall return the defected part to the SUPPLIER for evaluation.

Warranty claim report should include the following:

- (1) Claim number as registered at PURCHASER;
- (2) Registration date of the Vehicle;
- (3) Mileage status of the vehicle;
- (4) Repair date and place of repair;
- (5) Name of dealer who did the repair;
- (6) Vehicle chassis number;
- (7) Description of complaint (condition, cause, remedy);
- (8) Original Failed Part number or actual replaced part;
- (9) Flat rate code or actual repair time;
- (10) Total repair costs;
- (11) Miscellaneous costs.

Within thirty (30) days after SUPPLIER receives claim from the PURCHASER, SUPPLIER shall determine the extent SUPPLIER is responsible for such claims and furnish PURCHASER with a credit note therefor.

If PURCHASER has any reasonable objections to the warranty claim report and/or debit note, PURCHASER shall inform SUPPLIER of such objection in writing within thirty (30) days after the receipt of them, and then PURCHASER and SUPPLIER shall negotiate in good faith to resolve the disputes.

#### **5. PAYMENT**

SUPPLIER shall issue the PURCHASER a credit note in USD within thirty (30) days after approved SUPPLIER's receipt of the Claim (or Part, if that is requested) from PURCHASER.

#### **6. COOPERATION IN QUALITY ANALYSIS**

Upon a request of SUPPLIER, PURCHASER agrees to make its best effort to make available to SUPPLIER the information concerning quality of the products or the vehicles as well as to collect the products from the vehicle market, irrespective of their being defective, so that SUPPLIER may investigate or analyze such information and the contract products and then improve their quality. Transportation and custom costs relating to such returned contract products are the responsibility of the SUPPLIER. SUPPLIER will be informed by PURCHASER when field reports from the "Early Warning System" of the PURCHASER indicates a serial problem of or with the contract products, prior to the reception of a claim.

#### **7. WAIVER**

Failure by SUPPLIER or PURCHASER to enforce any of the terms of this agreement shall not be construed as a waiver of any of SUPPLIER's or PURCHASER's rights here under.

**SPHEROS NA DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE; EXPENSE FOR TRAVEL, LODGING, LOST INCOME OR REVENUE, TRANSPORTATION CHARGES OR LOSS OR DAMAGE OF PERSONAL PROPERTY. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY IS THE ONLY EXPRESSED WARRANTY BY SPHEROS NA AND NO DEALER OR SERVICE FACILITY IS AUTHORIZED BY SPHEROS NA TO MODIFY OR EXTEND IT. ANY IMPLIED WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY, ARE EXPRESSLY LIMITED IN DURATION TO THE SAME PERIOD AS THE EXPRESSED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

**THIS WARRANTY IS NULL AND VOID UNLESS THE WARRANTY REGISTRATION CARD IS COMPLETED AND MAILED TO SPHEROS NA WITHIN THIRTY DAYS OF THE DATE OF ORIGINAL RETAIL PURCHASE. IN ADDITION TO THE ABOVE RIGHTS, THE PURCHASER HAS CERTAIN LEGAL REMEDIES PROVIDED BY THE MAGNUSON MOSS WARRANTY ACT, PUBLIC LAW 93-637. YOU MAY ALSO HAVE CERTAIN RIGHTS UNDER STATE LAW.**

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