



COMPLAINT RULES

of the company VS-MONT, s. r.o.

GENERAL TERMS

1. These Complaint Rules regulate the procedure for application of the complaint of the goods and / or service, sold, respectively provided by the company: VS -MONT, s.r.o., address: 1030, 020 55 Lazy pod Makytou, Slovakia, Company Identification Number: 31 601 413, registration: District Court in Trenčín, Part Sro., File no. 2569/R (hereafter referred to as „Supplier“ or „VS -MONT, s.r.o.“), in accordance with the subject of its business activities, and this by a reason of purchase contract, contract for work done, eventually order (hereafter referred to as „Contract“).
2. The Complaint Rules are binding for the company VS -MONT, s.r.o. as for the supplier, customer and buyer. The customer is obliged to become acquainted with these Complaint Rules before the conclusion of the contract with the supplier. By acceptance of the goods and / or service, the customer agrees with these Complaint Rules and confirms, that he was properly informed of the content.
3. The Complaint Rules describe the cooperation between the supplier and customer with regard to eventual defects of goods and / or services, their application and claims arising from them.
4. For the purposes of these Complaint Rules, with the claim is understood the application of the responsibility for defects in the product and / or service and the termination of the claim with its clearance by handing-over the repaired product and / or by exchanging the product and / or service, by returning the product price and / or service price, by paying an adequate discount on the product price and / or service price, a written request for appeal of the fulfillment or its reasoned refusal.
5. These Complaint Rules are applied for:
 - 1) customers from the member states of the European Union
 - 2) customers out of the member states of the European Union

WARRANTY PERIOD

1. The supplier (VS-MONT s.r.o.) provides a warranty on products and / or service, which he delivers to the customers, whereby:

- a) the warranty period is **24 months** (twelve months), and this for the **customers from the member states of the European Union**, within the meaning of the Warranty Conditions (attachment no. 1), unless otherwise specified in the contract
- b) the warranty period is **12 months** (twenty four months), and this for the **customers out of the member states of the European Union**, within the meaning of the Warranty Conditions (attachment no. 2), unless otherwise specified in the contract

PASSING OF WARRANTY PERIOD

1. The warranty period begins to run from the moment of taking-over the goods and / or service to the customers, or from the date of the reporting of readiness of the goods for taking-over providing that the customer does not take over the goods on time.
2. The rights from the responsibility for the defects in the goods and / or services, for which the warranty period is valid, will become void, if they have not been applied within the warranty period.

SPECIAL PROVISIONS - VALID FOR CUSTOMERS FROM MEMBER STATES OF EUROPEAN UNION

1. The supplier accepts potential complaints on the part of the customer within the 24-month warranty period only, if all the conditions specified in the Warranty letter (completed and sent within 30 days to the supplier's address) are fulfilled and the prescribed service works are performed within the specified time - the mandatory service inspections listed in service book (always included in the delivery). The service book is valid as a proof of their performance, filled in by the service technician of the supplier's company or by the technician of the designated service representative.
2. The customer is obliged to demonstrate and show the defects of the goods / service by submitting the complaint. Wrong goods / services or their parts are stored for the possibility of an inspection on the part of the supplier or due to an order made by the supplier for third parties or in the case of a free delivery to the supplier's company.
3. Replacement of the defect parts will only be realized after receiving these parts showing the defect. The replaced part becomes the property of the supplier. The spedition of old and new parts, including packaging, will be charged to the customer. The customer is obliged to pay the costs of assembly, travel and accommodation as well as the materials necessary for installation, including oil and seals.
4. The products (or their parts) supplied by the supplier and produced by third parties, that showed any defect, are under the manufacturer's warranty terms and the warranty for these products will continue to be governed in relation to the customer.
5. Defects caused by unforeseen external forces (VIS MAIOR) are not covered by the supplier's warranty.
6. The customer is obliged to take care of the goods / service with a proper care. Unprofessional treatment as well as an inadequate maintenance in the broadest sense relieves the supplier of any responsibility for accrued defects in goods / service. Also, at the moment when the customer intervenes himself into the product, in particular through repairs or any changes, the supplier's warranty expires.
7. The warranty expires also in the case, when the defect was caused by unprofessional use of the goods / service, the maintenance was not carried out according to the provided instructions and

labels, when the seals and valve connections were damaged or inappropriate oils, lubricants, or pressures and flows were used without consent of the supplier, when the cause of the defect can not be ascertained, and whenever these have another origin than a material error or a supplier's causation. The possibility of the warranty application expires, if the customer does not fulfill any of his duties.

8. The customer bears in its entirety for the cost of any shipment, as well as any eventual import duties and similar costs.
9. The customer bears in its entirety for the costs of any down towns of the vehicle, which are necessary for the repair of the goods / service.

SPECIAL PROVISIONS - VALID FOR CUSTOMERS OUT OF MEMBER STATES OF EUROPEAN UNION

RESPONSIBILITY FOR DEFECTS

1. The supplier is responsible for the defects of the goods / service, that are known by the taking-over the goods / service by the customer, respectively for those that occur during the warranty period.
2. The goods / services of the supplier must meet the binding technical standards, production documentation, quality, respectively agreed conditions according to the contract, and shall not have legal errors.
3. The supplier is responsible for the functionality and defects of the goods / service, if they are the result of his own production or activity. The supplier is not responsible for the components, resp. any other parts that the supplier applies or assembles, but which he does not manufacture directly (e.g. hydraulic equipment). The supplier is responsible for the quality, quantity, kind, packaging, documents necessary for the proper use of the goods / services that are the result of his own activity and not the result of other subjects.
4. By a product / service, which was delivered with a lower price (a discount on the price was provided), the supplier is not responsible for the defect for which the lower price was agreed, resp. a discount provided.

APPLICATION OF RIGHTS OF RESPONSIBILITY FOR DEFECTS

1. By a defective fulfillment from the supplier, the customer may apply his right to claim the product / service by sending a complaint.
2. The customer is obliged to claim defects immediately after he has found them and at the same time to refrain from continuing to use the goods and / or services, he may not continue to use them. If the complaint proves, that the customer has breached this obligation, the supplier will not be responsible for any complained defects and / or services and therefore the claim will be rejected.
3. The customer is obliged to serve the Claim protocol at latest on the last day of the warranty period to the seat of the supplier, or to the authorized dealer of the supplier.
4. The customer can apply the claim according to this article:
 - a. in writing or in person at the supplier's seat,

- b. by e-mail to the helpdesk or sales department of the supplier,
 - c. in writing or in person by the authorized dealer of the supplier.
4. By application of the claim, the customer will fill out the supplier's claim protocol. In the claim protocol, the customer shall provide his identification and contact details (address, telephone number, e-mail), accurately identify and describe the defect of the goods / service and the manner in which the defect manifests, as well as the time limitation, when, according to the customer, the quality of the delivered goods / service was limited. In the claim protocol, the customer further specifies, which of the of the responsibility for defects he applies and how he requests the taking-over of the performed complaint, or other necessary data.
5. The supplier reserves the right not to accept the complaint, if the defect of goods / service was caused by:
- a. circumstances excluding the supplier's responsibility,
 - b. unprofessional or unauthorized interferences by the customer into the goods / services or by other third parties, to which the customer allowed, whether or not knowingly, and also by negligent action, such interference or
 - c. if the customer did not apply the complaint immediately after detecting a defect in the goods / service
6. The commencement day of the claim is considered the day, when the customer applied the complaint in accordance with point 3 of this article. If the claim does not contain all the required data according to the point 4 of this article, the complaint procedure shall start with the date of delivery of all required data. If the customer fails to supply missing data at the supplier's request, the complaint will be regarded as be deemed unreasoning.

SETTLEMENT OF COMPLAINT

- 1. By the personal application of the complaint, the employee of the supplier issues a receipt protocol to the customer, which is a confirmation of the receipt (application) of the complaint.
- 2. By application of a complaint by post or by e-mail, the supplier delivers a confirmation of receipt of the complaint to the customer on the contact address or e-mail address given by him; if it is not possible to deliver the receipt immediately, it must be delivered without undue delay, but at latest together with a document of the settlement of the complaint; a confirmation about the complaint application does not have to be delivered, if the customer has the possibility to show the complaint application in another way.
- 3. The supplier shall investigate the applied complaint without undue delay after its application and shall decide on the manner of the settlement of the complaint. After determining the manner of the settlement of the complaint, the complaint will be handled immediately, and in reasoned cases, it is possible to handle the complaint later; however, the complaint may not take longer than 60 days from the date of its application.

4. The supplier shall issue the output protocol to the customer, no later than 60 days from the date of the application of the complaint, which is a confirmation of the settlement of the complaint. Together with the handing-over the output protocol, the supplier fulfills also his duty, which results from the complaint.
5. The supplier shall inform the customer about the settlement of the complaint by sending an e-mail message together with the output protocol and eventually with the receipt protocol to the customer's e-mail address, in case the customer asks to send the information about the settlement of the complaint via e-mail. If the customer asks to send the information by mail, the supplier sends the output and eventually the receipt protocol to the customer's contact address listed in the complaint.

MANNERS OF SETTLEMENT OF COMPLAINT

1. If a defect appears on the provided goods / service, which is possible to remove, the customer has the right on its free, timely and proper removal. The supplier is obliged to remove the defect without undue delay. The supplier decides about the manner of the removal.
2. The customer has the right to withdraw from the closed contract:
 - if the provided goods / service shows a defect, which can not be removed and which prevents to use properly the goods / service as a good / service without defect,
1. In the cases mentioned in the point 2 of this article, the supplier may agree with the customer to provide a complaint by replacing the claimed goods / service for another.
2. The supplier shall handle the complaint and terminate the complaint in one of the following ways:
 - by removing of the provided goods / service,
 - by replacing the goods / service for another after a previous agreement with the customer,
 - by refund of the price paid for the provided service (upon withdrawal)
 - by payment of an appropriate discount on the price of the provided goods / service
 - by rejection of the complaint.

EXCLUSIONS

- a. The supplier is not responsible for defects in goods / service if:
 - the customer does not use the goods / service according to the instructions for use, respectively, according to the rules of use of goods / service
 - the customer will breach, also from the negligence, any obligation arising from the so called Accidental instruction, which means:

Accidental instruction - after an accident – insurance event related to the goods / service (tipping body VS-MONT), the owner, user of the vehicle is immediately obliged, if possible, to not move anything, to call the service technician of the company VS-MONT for inspection of the accident site, resp. of the insurance event, and the called service technician:

- takes photos, documents: accident site, vehicle – licence number and VIN, damaged parts, the whole situation, ground (surface) at the tipping point, etc.
- describes, documents - the labels of all components of the hydraulic system (not only HYVA)
- the vehicle operator is further obliged to ensure the transport of the vehicle for the inspection in the authorized service, VS-MONT – stated on the supplier's website for a detailed finding of the defect
- VS – MONT does not cover the costs associated with the transport of the vehicle to the workshop even not in the case of the recognition of the complaint
- ensures the order to the repair of the components VS-MONT in the case of non-recognition of the complaint
- the next procedure is according to the service conditions (see dept. Service Instructions), of the general conditions of the company VS-MONT
- in the case of non-recognition of the complaint, the costs will be related to the inspection - drive of the service technician, charged to the customer / vehicle operator

FINAL PROVISIONS

1. These Complaint Rules are valid **from 01.01.2012**.
2. The supplier reserves the right to change the Complaint Rules without prior notice by placing their new version on the website.

Attachments

Attachment no. 1: Warranty conditions – EU countries

Attachment no. 2: Warranty conditions – non-EU countries

Attachment no. 3: Claim protocol