



JC PAYNE (UK) LIMITED

TERMS AND CONDITIONS OF WARRANTY

JC Payne (UK) Limited (the "Company") warrants that all Goods sold in the United Kingdom shall be free from defects in materials and workmanship for a period of 12 months from the earlier of (i) the date of collection or delivery of the Goods or (ii) 1 week after the vehicle has been invoiced, where "Goods" means all bodywork, superstructure, ancillary equipment and all parts and services to be supplied by the Company necessary to integrate and function with an incomplete chassis, and as a complete vehicle.

If a defect occurs during the period of warranty with respect to the Goods or part of the Goods only, the Goods or part of the Goods will be repaired or replaced by the Company at the Company's expense (such election to repair or replace being at the Company's sole discretion), subject to and in accordance with the warranty conditions and exclusions detailed below.

Parts removed during warranty repairs will become the property of the Company. This warranty applies only to the materials and components that form part of the Goods as manufactured and fitted by the Company. Any replacement part or component fitted to the vehicle during the warranty repair is also warranted to be free from defects in material and/or workmanship until expiration of the original 12 month warranty period.

The warranty is subject to certain excluded items as set out below in the 'Specifically Excluded Items' section. Warranties of other manufacturers (including the manufacturer of the vehicle chassis) or suppliers who supply components or ancillary equipment to the completed vehicle are the responsibility of that particular manufacturer or supplier and the Company assumes no responsibility in this regard.

CONDITIONS OF WARRANTY

1. The vehicle must be regularly maintained in accordance with the manufacturer's and the Company's recommendations, using parts recommended by the manufacturer and/or the Company or parts of matching quality.
2. This warranty shall not extend to instances where the defect:
 - a. is caused by the use of parts other than those described in condition 1 above;
 - b. is due to normal wear-and-tear or deterioration and corrosion which can occur during normal usage;
 - c. is a result of an accident;
 - d. is due to damage, operator or other abuse, abnormal use, neglect or vandalism;
 - e. is due to a modification that is not approved by the Company;
 - f. is due to the vehicle being used to participate in racing or other circumstances exposing the vehicle to undue risk or operating conditions;
 - g. is due to an act of God, riots, civil commotion, or abnormal weather conditions;
or
 - h. has been caused by the vehicle being overloaded.
3. The vehicle must be purchased, serviced and maintained by companies or individuals based within the UK (including Northern Ireland). This warranty will extend to vehicles that travel outside of the UK, however the vehicle's normal work/operation and its base or operating centre must be located in the UK (including Northern Ireland).



4. Save as provided in term 6 below, the terms of this warranty in association with the applicable terms of sale shall be the full extent of the Company's liability for any defects. The Company shall only be liable for repairs, replacements and any costs specified in this warranty, as long as the customer has met its obligations. The customer shall not be entitled to any further damages or compensation, in particular no claims for loss of use, loss of opportunity, loss of profit or any indirect or consequential losses, including, without limitation, those set out in the Specifically Excluded Items below.
5. The Company shall not be liable for contingent or consequential losses however arising. The maximum liability shall in any event be limited to the purchase price of the product in question.
6. Nothing in this warranty shall exclude or limit the Company's liability for death or personal injury caused by the Company's negligence or fraudulent misrepresentations.
7. The benefit of this warranty shall transfer automatically on the sale of the vehicle to any new owner provided that the vehicle remains within the UK (excluding Northern Ireland).
8. The Company must be informed of a claim under the warranty prior to any repair work being carried out on the vehicle and given the opportunity to (i) inspect the vehicle and (ii) carry out the repair work required. The Company reserves the right to reject claims under the warranty where repair work has been carried out by an alternative company prior to the Company's inspection.

SPECIFICALLY EXCLUDED ITEMS

1. Any part of the complete vehicle that does not comprise part of the Goods, including, without limitation, chassis, cabs, engine, tyres, etc.
2. Auxiliary/ancillary equipment supplied but not manufactured by the Company, where that manufacturer's own warranty will apply including, without limitation, tipping equipment, tail-lifts, audible warning devices, etc. In the case of tail lifts, there is a specific exclusion if the tail lift is not serviced and tested in accordance with relevant and applicable legislative and regulatory requirements.
3. Any direct or indirect costs and expenses of replacement vehicles are excluded from warranty. Travel (including all costs and expenses in relation to the returning of vehicles to the Company's premises for remedial work and re-delivery whether mileage, labour, fuel or otherwise), accommodation or costs of individuals requiring replacement vehicles are specifically excluded.
4. Any work carried out made necessary by fair wear-and-tear or normal usage, including, without limitation, routine replacement or adjustment.
5. Paintwork:
 - (a) The Company warrants that it will use reasonable skill and care when undertaking all paintwork on a vehicle. The Company warrants that on paintwork carried out on any new metal will be of satisfactory quality and free from defects in workmanship and materials for a period of 12 months, subject to any defects caused by:
 - i) extreme environmental conditions;
 - ii) user abuse;
 - iii) damage; or
 - iv) extreme cleaning conditions and products,



which may result in, without limitation, peeling, flaking or adhesion defects.

- (b) Corrosion due to impact damage, chips, surface abrasion, etc. is excluded from the warranty.
- (c) Other than in the case of complete vehicles where the Company has been contracted to paint the chassis, cab and/or chassis components, no warranty is provided for the paint applied to these parts of the vehicle.
- (d) Where new paintwork is required and the metal is found to be rusted, the Company will use reasonable endeavours to prevent such rust penetrating after the completion of the paintwork. However, in such instances, the Company does not warrant that the paintwork on the metal shall remain free from defects following the completion of the Repair Services for any period of time and does not guarantee that the rust will not reoccur after the completion of the paintwork.
- (e) The Company will use paint and materials as requested by the Customer to the extent such paint is approved for use for vehicle repairs by the relevant chassis manufacturer. Further, if partial paintwork is required, the Company shall use reasonable endeavours will be made to match the existing colour scheme, however the Company does not warrant that it will in any case be able to provide a perfect colour match. The Company may be required to 'Blend or spray the adjoining panel' in order to obtain a satisfactory finish.
- (f) Should the Company be required to re-paint a vehicle, all consequential and inconsequential losses are excluded, including, without limitation, replacement sign-writing and/or livery.