



## EXTENDED **WARRANTY** Terms and Conditions OF F.X. MEILLER FAHRZEUG- UND MASCHINENFABRIK GMBH

F.X. MEILLER Fahrzeug- und Maschinenfabrik GmbH ("**MEILLER**") grants an extended warranty ("**Extended Warranty**") to the Purchaser of a MEILLER product of a MEILLER product that goes beyond the contractually agreed warranty that may be subject to a fee in accordance with the following provisions.

### **A. Extended Warranty for Swap Bodies**

- For swap bodies (hooklifts and skip loaders) used in single-shift operation (eight hours), MEILLER grants a no-charge extended warranty for fault-free materials and workmanship on all components of the swap body for a period of 24 months from delivery.
- For all swap bodies, MEILLER grants a no-charge extended warranty for fault-free materials and manufacture of the load-bearing steel components (as defined below) for a period of 5 years from delivery. **Load-bearing steel components** are: in the case of hooklifts, the base frame and all lifting arm variants installed in it (excluding the hydraulic cylinders contained in them); in the case of skip loaders, the loading platform and all lifting arm variants installed in it (excluding the hydraulic cylinders contained in them).

### **B. Extended Warranty for Other Products (optional)**

MEILLER offers the Purchaser the option of purchasing a paid "Extended Warranty for all MEILLER products" in addition to the (gratuitous) "Extended Warranty" described in Section A, namely:

- For fault-free materials and manufacture, as well as the essential functionality of all components of the respective MEILLER product for a time period of 24, 36, 48 or 60 months from delivery. "**Functionality**" means the agreed (and, if nothing has been agreed, the intended) function of the components of the MEILLER product. Functionality is considered to be "**essential**" if the use of MEILLER product is no longer possible or only possible to a limited extent.
- For fault-free materials and manufacture of the load-bearing steel components (as specified respectively in the extended warranty) of the respective MEILLER product for a time period of up to 5 years from delivery.

### **C. Requirements for the Extended Warranty**

The extended warranty applies exclusively to the respective product manufactured by MEILLER, not to the vehicle or components not manufactured by MEILLER.

Requirement for the extended warranty in accordance with Section A and Section B is:

- The implementation and documentation of the annual inspection based on the German accident prevention regulation (German UVV) protocol and all other service intervals in accordance with the maintenance matrix of the respective operating manual at authorised dealers and service centres or at MEILLER's own service workshops ("**Authorised agents**").
- Immediate discontinuation of use after the Purchaser becomes aware of the warranty claim (to prevent further damage). This excludes transport to an authorised agent.



#### **D. Scope of Warranty Services**

If there is a warranty claim, the Purchaser is entitled to free repair exclusively at authorised service centres (as defined in Section C). Spare parts required for repairs are free of charge.

Further work, such as changes to the shape, modifications or retrofitting, cleaning, lubrication services, addition of equipment and refilling of oils/lubricants, is not covered by the extended warranty.

This extended warranty does not grant any claims that go beyond free repairs and cost-free spare parts. This excludes in particular (but is not limited to) the following: Repairs for damage/defects resulting from a warranty claim, replacement delivery, compensatory damages, reduction, withdrawal, loan vehicle or reimbursement of futile expenses. This also applies if a defect cannot be permanently rectified by repair.

#### **E. Exclusions**

The following (non-exhaustive) exclusions apply:

1. If the Purchaser has repairs carried out at workshops other than at authorised agents, claims under the extended warranty are excluded.
2. Defects caused by the Purchaser failing to discontinue use immediately after becoming aware of the warranty claim (except for transport to an authorised agent) are not covered by the extended warranty. MEILLER is entitled to charge the Purchaser for any additional costs incurred by this.
3. A warranty claim is excluded if one of the following cases occurs:
  - a. The defect is caused by natural wear, force, improper use or overuse of the product;
  - b. The Purchaser has specified the design or material;
  - c. The defect can be traced back to faulty mounting/installation or faulty commissioning by the Purchaser or a third party;
  - d. Failure to comply with the operating manual and maintenance instructions (the maintenance work in accordance with the operating manual shall be deemed not to have been carried out if the Purchaser cannot provide proof of this);
  - e. Parts of other suppliers (products from other manufacturers) have been installed, which are not approved in the operating manual or by express written declaration from MEILLER;
  - f. The product has been dismantled or modified by the Purchaser or a third party without the consent of MEILLER;
  - g. The defect can be traced back to incorrect installation of the product by a third party not appointed by MEILLER;
  - h. The defect consists of visual wear from current use (e.g. damage to paintwork, scratches, dents from coarse bulk material);
  - i. The defect can be traced back to contamination of some kind;
  - j. The defect can be traced back to circumstances for which the Purchaser or a third party is responsible (e.g. exceeding the permissible axle load, payload or semi-trailer load) or to circumstances of force majeure;
  - k. The defect is related to special equipment that is not part of the standard delivery range of the product; or
  - l. The defect can be traced back to corrosion damage during use.

#### **F. Relationship to Contractual Warranty**

The rights granted to the Purchaser by this extended warranty do not affect the Purchaser's contractual warranty rights. The extended warranty (to clarify: this refers to the extended warranties in accordance with both Section A and Section B) does not limit the Purchaser's contractual rights as the purchaser of the respective product in the event of defects vis-à-vis the Seller, nor does it



Dated: 31/07/2025

limit any claims the Purchaser may have under product liability laws against MEILLER as the manufacturer of the product.