

Warranty conditions of EMOSS Mobile Systems B.V.

Located at Visserijweg 2 (4906CJ Oosterhout, The Netherlands. registered with the Chamber of Commerce with number 60750006.

1. These warranty conditions are applicable to all electric drivelines and related items delivered by EMOSS.
2. EMOSS guarantees to the client that the goods are without any defect in material or workmanship. The warranty-period on these items is 12 months and commences on the date of delivery Ex Works (EXW).
3. A Repair or replacement during the warranty period does not change or extend the warranty period. The original warranty period will be continued.
4. Warranty is limited, at discretion of EMOSS, to the replacement or reparation of defect or faulty products.
5. If products, with consent of the client, are replaced for alternative products with improved performances, EMOSS will charge the additional price of these alternative to the client.
6. Warranty is only granted to the first purchases or an EMOSS product. The warranty is not transferable.
7. The warranty obligation of EMOSS is limited to the total value of an item in the order.
8. EMOSS may, at its own discretion, reject any warranty claim if:
 - a. the client has not notified EMOSS in writing within a period of two calendar days from the moment at which the client could reasonably have detected the defect; or
 - b. the client has not responded in a timely and/or adequate manner to an abnormal operating condition of the product which he could reasonably have observed; or
 - c. there is incompetent control, use and/or maintenance by the client; or
 - d. an item is used differently than for the purpose for which it is intended; or
 - e. normal wear and wear and tear parts are the cause of the defect; or
 - f. reparation and/or replacement is not related to the functionality of the product; or
 - g. the defects or faulty products are only optical in nature and are not safety-relevant; or
 - h. the defect arose during circumstances outside the control of EMOSS; or
 - i. inspection and/or maintenance work has not, not timely or not correctly been executed; or
 - j. defects are in materials or parts that have been proposed and/or made available by the client; or
 - k. the assembly of parts or sub-assembly in end-products (or vehicles), has been done by third parties; or
 - l. parts are replaced, repaired, changed, exchanged or added after manufacturing without prior written permission from EMOSS; or
 - m. if a repair or replacement has been carried out by a facility that is not authorized by EMOSS; or
 - n. client fails to answer to workshop-actions and/or recall-actions of EMOSS; or
 - o. EMOSS is not given the reasonable opportunity to remedy the defects; or
 - p. if a warranty claim is made by the client, after the expiration of the guarantee period; or
 - q. client is in default with the fulfillment of his (payment)obligations towards EMOSS; or
 - r. if it concerns a proof of concept or a prototype; or
 - s. this is an emergency reparation.
9. If bodywork, chassis, tires, radios, charging stations, etc. are manufactured by third parties, the warranty is limited to the transfer of the possible warranty liability to the original manufacturer or supplier.
10. The client shall send components to which warranty applications are made, within eight days after notification to EMOSS or to another place agreed in writing, where the components will be examined. EMOSS becomes the owner of the parts in which a defect is recognized. For the investigation, the client will give access to all relevant (electronic) data that may contribute to the examination of the warranty claim. Failure to send the parts and/or not granting access to data may lead to the rejection of the warranty claim by EMOSS.
11. Costs for investigation and transport are for the account of EMOSS, unless after inspection is established that the defect under these warranty conditions can not be attributed to EMOSS material or workmanship. In that case, the costs will be charged to the client.
12. If warranty work from EMOSS takes more than four hours for disconnecting, connecting and other work for replacing or repairing parts, the extra costs for man-hours will be for the client.

13. Work relating to warranty is limited to regular working hours. If warranty work will be carried out outside regular working-hours on request of the client, EMOSS will charge the client the applicable surcharges at hourly rate on the basis of the applicable EMOSS service rates.
14. If the client integrates EMOSS driveline(s) in its end product, the client must submit inspection documents that are made available by EMOSS to EMOSS before the end product is transferred to the end user. These inspection documents include the parameters set after the assembly and the name and address of the end user. The content of these inspection documents is agreed on in advance by the client and EMOSS.
15. EMOSS is not liable for any damage to client or third parties caused by any defect under these warranty conditions. EMOSS is also not liable if client does not correctly and completely comply with the indications and instructions provided by EMOSS, verbally or in writing, for example with regard to installation, construction, maintenance, treatment and use. The client has the responsibility to inform and urge employees and/or third parties who use the goods, of the content of instructions and regulations to normal use.
16. EMOSS does not guarantee that an item or part complies with regulations or requirements that apply in any jurisdiction other than expressly agreed on by both parties.
17. Deviations from and/or additions to these warranty conditions are only valid if they have been agreed on in writing and recorded in the order confirmation between EMOSS to the client. These deviations and/or additions are explicitly limited to the relevant order.