

## IG ZENITH SDN BHD (480123-H)

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## LIMITED EQUIPMENT WARRANTY

- 1. No employer, representative or agent of IG Zenith Sdn Bhd ("the Company") has the authority to vary or add to this warranty except with the Company's official confirmation, in writing.
- 2. The Company endeavors to ensure that its products are of the highest quality and subject as set out below undertakes to repair or replace, free of cost, any part manufactured by it which proved to be defective during the first one thousand eight hundred hours of operation or 20,000km or within a period of twelve (12) months from the date of delivery [for East & West Malaysia] or date of shipment [for International Sales] (whichever is sooner) by reason of any defective workmanship or materials provided that:
  - a. written notice of the defect, complete with a detailed report, stating its nature and any additional information available, is submitted to the Company within two weeks of the discovery of the defect;
  - b. the Company may at its discretion repair or replace the part in question;
  - c. any defective part is returned, with carriage paid, to the Company and shall in the event of replacement becomes the Company's property. The Company reserves the right to appoint a local representative to examine, repair or replace the defective part on behalf of the Company;
  - d. the defect has not been caused by carelessness, lack of or incorrect maintenance, improper operation, abnormal working conditions, failure to follow the Company's instructions, inadequate lubrication, accident or fair wear and tear:
  - e. the Company shall not be liable for any consequential damage, or the cost of removal of the defective part and fitting the new part, nor to make good any further loss or liability;
  - f. in the case of auxiliary engines, proprietary items, assemblies, chassis cabs and prime engines and any other similar assemblies, no attempt has been made to dismantle or repair such item without the knowledge and written approval of the manufacturer, the Company, or an authorized agent of either of them.
- 3. The Company will not be liable for the replacement under this warranty (or otherwise) of any parts nominated as consumable items (see paragraph 8) or for fuels, hydraulic fluids, antifreeze and lubricants used in maintenance or warranty work.
- 4. Any goods or parts that may be the subject of a claim under this warranty must be returned to our works and collected from our works at the buyer's expenses.
- 5. In cases of any specialist parts not manufactured by the Company, the customer shall be entitled to the benefit (insofar as it may be transmitted to the customer) of any guarantee given by the manufacturer in respect thereof and the Company liability in respect of such parts is limited to making the benefit of the manufacturer's guarantees available to the customer to the extend aforesaid.
- 6. The Company will not be responsible for any claims relating to the truck manufacturer's chassis cab content of the total equipment and any such claims that may arise must be submitted to the chassis manufacturer or their locally appointed agents.
- 7. The Company will where possible pass on to the customer the benefit of any warranty provided by the manufacturer in respect of any auxiliary engine incorporated in Zenith equipment. Any claims relative to any such engine, must be submitted to the manufacturer or its locally appointed agent.
- 8. The following items are nominated as consumables for the purposes of this warranty:

Drive Couplings, Bearings and Belts Hoses, Nozzles, Lances & Fittings Wearing Plates, Slide Blocks, Strips and Baffles Pump Pistons, Diaphragms, Seals and Rotors Windows, Mirrors & Inspection Glasses Filters and Elements Impellers and Casings Seals and Rubbers Tyres and Friction Materials Light Bulbs, Fuses & Batteries

## OR ANY OTHER ITEMS NORMALLY CONSIDERED AS BEING CONSUMABLE

- 9. This warranty applies only to the original equipment as supplied by the Company and shall not apply to unauthorized alternative parts or materials or any consequential damage or failure resulting from the use of fitting such parts and materials.
- 10. This Warranty Policy <u>does not cover</u> service during public holidays and after office hours, or travel to customer site for repair, and <u>does not cover</u> service by other contractors or companies except for IG Zenith appointed agent. Warranty services by other contractors require prior written approval from IG Zenith.
- 11. Other than those WARRANTY ITEMS listed above, the company shall not be responsible or liable for any claims from consequential and/or incidental cost resulting directly or indirectly from any warranty situation.

Effective since June 2002

Revised: 9 June 2004