

ETOP | INTERNATIONAL

Warranty and Complaint Terms and Conditions for Products Supplied by the Company ETOP International, s. r. o.

I. GENERAL PROVISIONS

1.1 Products supplied by the company ETOP International are approved and labelled pursuant to:

- UNECE 30 (approval), EEC/92/23 (approval of noise level), EC/1222/2009 (labelling) - for passenger tyres
- UNECE 54 (approval), EEC/92/23 (approval of noise level) EC/1222/2009 (labelling) - for light freight and freight tyres
- UNECE 106 (approval) – for agricultural tyres (this regulation applies starting from 2019)
- EUWA, ETRTO, TÜV, KBA - for discs

1.2 The general obligation of the customer is to handle products in compliance with instructions as specified in catalogues, manuals and brochures of the company ETOP International, s.r.o.

1.3 The term complete wheel means the complex consisting of the rubber wall, tube and protective filling on a disc wheel (design TUBE TYPE), or rubber wall, valve and disc filled with pressure medium (design TUBELESS).

II. WARRANTY TERMS AND CONDITIONS

1. Liability of the Supplier

1.1 The Etop International is liable for:

- the quality of its products, all obvious and hidden manufacturing errors, namely:
 - a/ separation
 - b) irregularity of tyre rubber wall (joints)
 - c) incomplete weld

1.2 The Etop International is not liable for:

- defects of products that were demonstrably caused by:
 - a/ incorrect storage of products outside of the company ETOP International,
 - b/ usage of incorrect dimension, type and bearing capacity of disc,
 - c/ usage of incorrect dimension, bearing capacity, tread and type of rubber wall, disc, tube or protective filling,
 - d/ incorrect or unprofessional installation, **especially unprofessional additional installation and removal,**
 - e/ damage of the complete wheel due to incorrect geometry of the vehicle or damage of the product from defective part of vehicle,
 - f/ over- or under-inflating the tyre,
 - g/ weight or speed overload or long-term no-load of the vehicle,
 - h/ mechanical, aggressive or chemical damage (e.g. by using the product in salt environment),
 - i/ damage of the wheel by incorrect gap between tyres in case of double installation or damage by a foreign object wedged between two wheels,
 - j/ ride without pressure air (e.g. with punctured tyre),
 - k/ additional surface treatment of the tyre by cutting the tread or by using the tyre for sport purposes,
 - l/ damage or devaluation of products by another impact /accident, fire.../,
 - m/ using the tyre under the level of safety depth of the tread (so-called TWI - Tread Wear Indicator),
 - n/ inflating with other than recommended medium,
 - o/ using product in conflict with instructions for use and operating it under conditions other than those for which the product was intended,
 - p/ for repairs on products that were performed unprofessionally and resulted in product damage,
 - r/ for products with removed date of manufacture (DOT).

2. Scope and conditions of warranty

2.1 General

The warranty in relation to the buyer applies as follows:

a/ 24 months from the date of purchase of the product (commissioning of the product)

b/ but maximum **36 from the date of manufacture, which is marked on each tyre and disc wheel in form of week and year, unless stipulated otherwise.**

The warranty does not apply to common wear and tear of the product, especially not to the mechanical damage of the product's surface treatment with foreign objects (e.g. bounced small stones).

The amount of compensation will be calculated for tyres from the purchase price paid by the buyer for the product and from the condition of wear and tear of the product (depreciation). The compensation will be stipulated as percentage ratio of the remaining tread and tread of the new tyre.

Physical wear and tear of the tyre and disc resulting from common usage cannot be the reason for filing and accepting a complaint.

NOTE: Pursuant to special regulation only tyres with remaining depth of tread groove at the level of min. 1.6mm can be used on a vehicle (Regulation of the Slovak Republic Government No. 406/2005 Coll. on Technical Requirements for the Depth of Driving Tyre Surface for Certain Category of Motor Vehicles and Trailers).

III. COMPLAINT TERMS AND CONDITIONS

1. Complaining goods after delivery

1.1 The buyer undertakes to check the delivery upon reception. If the buyer finds any irregularities in quantity, obvious break or incompleteness of the delivery, the buyer is entitled to receive such delivery only after writing down a quantitative complaint in form of record of such irregularities. Such record shall be signed by an authorised person of the carrier in the CMR. If such record is not written down, the complaint shall be automatically refused.

1.2 The buyer can claim qualitative complaint of delivery only in form of written complaint protocol, which shall not be older than 7 days after the date of delivery and that only if the buyer can prove that the product had such complained defects already in the moment of fulfilment of the seller's obligation to deliver product. The complaint does not entitle the buyer not to pay the respective quantity of delivered good pieces of the contract subject from the respective delivery within the agreed maturity date.

1.3 In case of approval of the complaint the seller is obliged to remove approved defects of the product within the shortest possible time. If the product cannot be repaired, the seller undertakes to handle the justified complaint in form of a credit note (by returning the purchase price or any part thereof) or to perform substitute performance according to the agreement of both contracting parties.

1.4 In case of a complaint with hidden defect which the buyer is not able to define in its warehouse, and the subject of the contract is returned from the end user, the buyer can claim discount from price or damage compensation only after presentation of all necessary documents confirming extra costs related to such complaint on the part of the buyer. Such costs shall be mutually agreed in writing and shall not constitute a sum exceeding the price of the complained product.

2. Complaining goods after commissioning

2.1 The buyer shall, prior to claiming a complaint, in case it is not certain with complaint acceptance consult in advance the complained product electronically with the complaint technician (it shall send the technician a photo of the defect and description of the defect to **balaz@etop.sk**).

2.2 The product complaint shall be claimed solely in form of standardised complaint protocol,

which is available at www.etop-international.eu, or it can be obtained electronically from the complaint technician. Such protocol shall be sent only in electronic form to balaz@etop.sk. If the protocol is not sent in such form, the complaint cannot be assessed. Such protocol also serves in its paper form as delivery note - confirmation on takeover of the complaint.

The buyer is obliged to specify following data in the complaint protocol:

- company name, address, telephone, fax or email
- dimension of tyre, tread, tyre brand, date of manufacture (DOT)
- dimension of disc, disc brand, date of manufacture (DOT)
- reason of complaint or brief description of the complained defect
- data about possible material damage or health harm
- name, date and signature

The buyer shall in its own interest in order to expedite the complaint procedure attach to the complaint protocol also the document of product purchase or technical licence of the vehicle, which is understood as document of vehicle commissioning (in case the product is according to the DOT - date of manufacture older than 24 months).

2.3 Buyers are obliged:

- to write down data necessary for the complaint processing pursuant to the paragraph 1.
- to properly clean the product and to mark the complained defect adequately with permanent colour or marker.

2.4 Place of complaint

The only place for reception of complaints is the registered seat of the company ETOP International, Považské Podhradie 117, 020 04 Považská Bystrica, or registered seat of the customer where goods from the company Etop International were delivered. Possible extra costs related to the transport of product return from the customer are not subject of complaint and the customer shall not be entitled to their compensation.

In extraordinary cases and only on the grounds of an agreement, if costs for transport of complained products would exceed the value of such products, the complaint can be dealt with also in electronic form. The buyer is in such case obliged to fill in the complaint protocol pursuant to the paragraph 1 and is moreover obliged to send in electronic form:

- **photo of all complained pieces together**
- **clear photo of the defect**
- **photo of DOT**
- **photo of dimension**

2.5 Complaint procedure

The company Etop International, after examination of submitted documents and general inspection of the complained product:

- a) **shall refuse the complaint as unjustified on site** and return the complained product to the buyer. If such unjustified complaints are repeated, the seller Etop International shall be entitled to compensation of costs related to the assessment of the complaint.
- b) **shall accept the complaint as justified** and deal with it on site; if the justified complaint cannot be resolved on site it shall take the complained product over to complaint procedure, during which the justified complaint will be resolved without unnecessary delay; the takeover of complained product shall be confirmed by the seller to the buyer in the complaint protocol.
- c) **shall take the complained product over for expert assessment**, on the grounds of results of such assessment the complaint will be either accepted as justified and resolved in complaint procedure without unnecessary delay or will be refused; the seller shall confirm the takeover of the complained product to the buyer in the complaint protocol; the seller shall inform the buyer about the method of resolving the complaint (acceptance of complaint as justified or refusal of complaint as unjustified) in previously agreed manner (in written or electronic form).

If the buyer does not agree with the refusal of the complaint as unjustified (this provision applies only to tyres), the matter shall be decided by an expert assessment, which shall be paid by:

- the buyer in case of unjustified complaint

- by the Etop International in case of justified complaint.

The company ETOP International shall be entitled with regard to expert assessment:

- to perform destructive check in the interest of objective assessment of the complained defect,
- to handle the tyre, tube or protective filling according to its own discretion.

In case of justified complaint of the complete wheel, the compensation for only the damaged part of goods will be accepted for the customer (for instance only tyre, disc or valve).

4. Final provisions

1. The consumer shall receive the report on resolution of complaint:

- immediately if the cause for complaint is clear,
- within 30 days from the date of takeover of the complaint by the seller if the decision depends on the expert assessment (complaint committee, court expert).

2. Compensation for accepted complaints are provided:

- with priority by the repair of the product if possible with regard to the condition and nature of the matter,
- if repair of the product is not possible, then by delivery of new and defect-free product in price calculated as the difference of the purchase price and price corresponding to the wear and tear of the product,
- by financial settlement, by issuing a credit note for the benefit of current account and payment to the account or by a set-off, if the condition and nature of the matter does not enable repair of the product or if the new defect-free product is not on stock.

3. Compensation with regard to the loss of time:

- The ETOP International does not provide any compensation with regard to the loss of time or incurred dead time; not even in case the product complaint was accepted.

Warranty and complaint terms and conditions are in force from 01/11/2012 and form inseparable part of all purchase contracts.

Approved by: Ing. Milan Bagin

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Done in Považská Bystrica 31.10.2012