

# VDL Weweler

## **General Defects Liability Statement Truck & Bus Product Range**

Apeldoorn 2023



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## 1. General terms and conditions

VDL Weweler bv (hereinafter referred to as 'VDL') shall be liable to the Customer for defects including the non-compliance with express warranties or the failure of the Products to meet guarantees as follows:

- Only original VDL products/parts (referred to as 'Products'), sold directly by VDL that have been approved in writing by VDL for the application they are to be used in, are warranted under this General Defects Liability Statement Truck & Bus (hereinafter referred to as 'Defects Statement') and it is these Products that may only be used to repair defects.
- To be covered by this Defects Statement, VDL Products have to be:
  - inspected immediately after receipt; and
  - assembled in accordance with VDL's latest instructions, and
  - installed by an original equipment manufacturer (OEM), with written proven evidence of correct installation (e.g. torque settings, etc.); and
  - used in compliance with the (technical) specifications and area(s) of application as stated on the VDL System Drawing(s); and
  - properly maintained, with written proof of service history.
- VDL shall, at its sole discretion, have the option to: repair, replace, or redeliver any Products which turn out to be defective within the defects liability period for any defect.
- To be warranted under this Defects Statement, ODR system data must be provided to VDL on request.
- Conditions in this Defects Statement are only valid for the first purchaser and cannot be transferred.
- Customer shall indemnify VDL in excess of the limitation of liability if the ultimate owner/end-user of VDL's Products can make claims directly against VDL.



- In no event shall VDL be liable to the Customer, and the Customer shall waive and release VDL, from all liability for loss of profit, loss of revenue, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity) and damage to reputation (regardless of whether any or all of these things are considered to be indirect or consequential losses or damage), loss of information and/or data, for claims arising from Customer's contracts with third parties, and/or any consequential loss. This exclusion of liability does not apply to unlawful intent. These limitations of liability also apply for the benefit of VDL's subcontractors, suppliers, agents, directors, officers and employees.
- Irrespective of the legal basis, any and all liability of VDL under this statement shall cease with the expiry of the defects liability period of the Products.
- The defects liability obligations of VDL, as set out in this Defects Statement, are the sole and exclusive defects liability obligations for the Products and are in lieu of all other warranties (express or implied) under the law(s).

## 2. Defects Liability Exclusions

The following is excluded from this Defects Statement and VDL shall not be liable for:

- Defects which only insignificantly impair the use of the respective Products.
- Unsubstantial deviations of the Products from the specification of the Products.
- Collateral and/or consequential damage.
- Normal wear and tear<sup>1</sup>.
- Damage caused by:
  - ✓ Faulty or negligent handling;
  - ✓ Excessive strain (e.g. overloading);
  - ✓ Use of unsuitable appurtenances;
  - ✓ Defective installation and/or maintenance;
  - ✓ Modifications to the Products that were not authorized by VDL in writing;
  - ✓ (Pre) commissioning not carried out by VDL;
  - ✓ Inappropriate chassis infrastructure and mounting to the chassis;
  - ✓ External influences not explicitly assumed to impact on the Products;
  - ✓ Improper or impermissible use of the product;
  - ✓ Any type of accident or other extreme force;
  - ✓ Military use.
- The use of Products not approved by VDL.
- Military use is prohibited

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<sup>1</sup> The following components are wear parts and subject to normal wear and tear:

**Truck & Bus axles:**

- Brake disk / rotor
- Brake pads
- Brake cylinder
- Seals in disc brake caliper
- Brake drum
- ETS steering system components
- Ball joint
- Kingpin thrust bearing

- Brake Caliper
- Brake linings
- Hub Bearing
- Kingpin bearing

**Air suspension system:**

- Shock absorber
- Air spring
- Silentbloc
- Wear plates

**Axle lift system:**

- Air spring
- Bearings

- Any costs and/or damages if the Customer or any third party carries out modifications or repairs, unless agreed otherwise in writing. At any case, VDL shall not be liable if repairs are carried out improperly.
- Products for trials and/or tests, including prototypes.

### 3. Defects Liability Evaluation and Process Procedure

- The Customer shall immediately inspect the Products after receipt and shall notify VDL in writing of any defects without delay by sending an email to: [quality@vdlweweler.nl](mailto:quality@vdlweweler.nl). If the Customer does not notify VDL in writing, the Products are deemed to have been accepted with respect to such defects.
- If Products, that are within their defects liability period, become defective in the field, the Customer shall immediately notify VDL in writing of the defects by sending an email to: [aftersales@vdlweweler.nl](mailto:aftersales@vdlweweler.nl).
- Any defects liability claim must be accompanied by comprehensive and significant background information. To provide this mandatory information, please use the *Defects Liability Request Form Truck & Bus* as shown in Appendix A of this statement.
- No later than 2 working days after the Customer's first written notification, VDL will provide an initial response, that will mention a Quality Deviation Report (QDR) number. Every claim case will be issued an unique QDR number which needs to be used in all communication.
- As VDL might request the defective Products back for examination, Customers are not allowed to scrap any defective Products until VDL has agreed to this in writing. Customer shall at VDL's expense and upon request of VDL send the defective Products to VDL. In case defective Products are replaced, title of defective Products shall pass to VDL.
- If VDL requests claimed Products back for examination, a preliminary statement of the examination will be provided by VDL within 10 working days after receiving the claimed Products and all required information.
- Prior to any repair, replacement or redelivery of Products, the defects liability claim will be acknowledged by VDL in writing.
- VDL shall be given adequate time and opportunity to remedy the defect.
- If a claim is granted and VDL decides to replace or redeliver a defective part, VDL will arrange the transport to its Customer and depending on the agreed INCOTERMS, possibly invoice the Customer accordingly, unless agreed otherwise in writing.
- If a claim is rejected, VDL has the right to charge its Customer with any cost it might have made in relation to the claim (e.g.: administration, transportation, investigation, etc.).

## 4. Defects Liability Coverage

The defects liability coverage starts at the respective vehicle registration date and expires:

- when the time period specified in the Defects Liability Tables (chapter 5 of this Defects Statement) is reached;
- no later than 30 months from the original supply date.

## 5. Defects Liability Table

	Distribution		Long Haulage / Line Haul		Logging / Livestock		Construction		Mining	
	On-road	Off-road	On-road	Off-road	On-road	Off-road	On-road	Off-road	On-road	Off-road
<b>Max Axle load</b>										
<5T	S	S	S	W!	W!	-	W!	-	-	-
5 - <9T	S	S	S	W!	W!	-	W!	-	-	-
9 - <10.5T	S	S	S	S	S	W!	S	W!	W!	W!
10.5 - 13T	S	S	S	S	S	W!	S	W!	W!	W!
Standard defects liability period in months for 'S' variants.*	24	12	24	12	24	12	24	12	0	0

**S = Standard**

**- = Not applicable**

**W! = Consult VDL.** If approved in writing by VDL, the defects period may vary from the standard.

### **Important Notes:**

**Note 1:** The (technical) specifications of application, as stated on the VDL System Drawing(s), must be complied with at all times.

**Note 2:** Definition On-road: Transport on paved/sealed roads. (>95%)

**Note 3:** Definition Off-road: Transport leaving paved/sealed roads. (>5%) Gravel roads are being regarded as Off-road.

**Note 4:** Applications, alterations, modifications, etc. (e.g. vehicle with a C.O.G. higher than the permissible C.O.G. on the System Drawings), always require written approval of VDL.

**Note 5:** Contact VDL if your specification deviates from the general specifications mentioned in the Table or if you have any other questions.



## 6. Labour

Please contact VDL for your specific labour cost compensation scheme.



## Appendix A. (Defects Liability Request Form)

Recipient		Sender	
Company:	VDL Weweler Ecofactorij 10 NL-7325 WC Apeldoorn	Company:	
Department:	Aftersales	Department:	
E-mail:	<a href="mailto:aftersales@vdlweweler.nl">aftersales@vdlweweler.nl</a>	Name:	
Phone No.:	+31 (0) 55 5385132	E-mail:	
		Phone No.:	
		Date:	

Your claim can only be processed by VDL when this form is filled out completely and photos of the damaged part(s) are included.

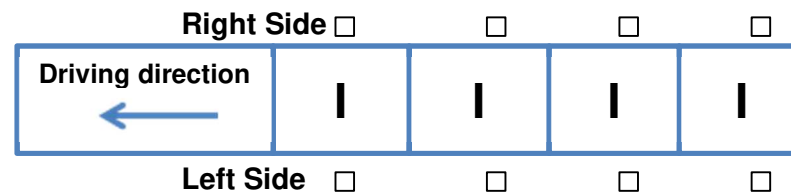
If VDL informs you that no further examination is required and the part may be scrapped, please do so as environmentally friendly as possible.

### Required information

<b>Customer defects liability request No.</b>	
<b>Detailed explanation of the problem</b>	
<b>Circumstances that caused the malfunction</b>	

<b>Vehicle and/ or product information</b>	Type of vehicle <sup>2</sup>	
	Vehicle specification <sup>3</sup>	
	System specification <sup>4</sup>	
	Location/ Address	
	Contact Information <sup>5</sup>	
	Contact	
	Chassis Number / VIN No.	
	Mileage (Km)	
	Country of registration	
	Registration Date (d-m-y)	
	Vehicle Owner	

Position under the vehicle:



Off Road Usage:  Yes  No  
 EBS/ ECAS/ ODR data  Yes  No


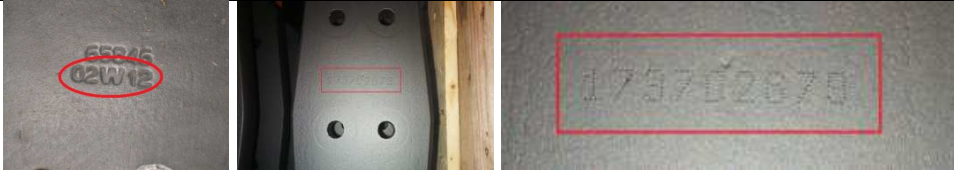


**\* NOTE:** *EBS / ODR data and written proof of service history needs to be made available upon request by VDL.*


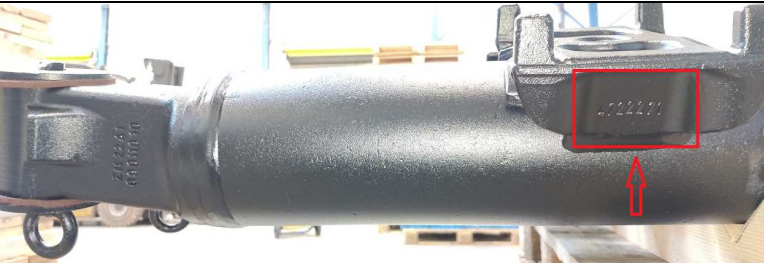
<sup>2</sup> Type of truck  
<sup>3</sup> Configuration  
<sup>4</sup> Axle load, trailing arm width, etc.  
<sup>5</sup> Phone, Email, etc.

## Required information

VDL Weweler B.V. Part Number	
VDL Weweler B.V. Date Code	

The position of the **Date Code** varies between products.

Product	Position Date Code	Examples
<b>Air Spring/ Air bellow</b>	Code on the rubber Products	
<b>Trailing Arm</b>	Code on the trailing arm eye or Code on trailing arm tail-end	
<b>Shock Absorber</b>	Code on the cylinder	
<b>Axle lift</b>	Code sticker on the bracket (Position may vary, depending on axle lift)	

<p><b>Axle assembly</b></p>	<p>Middle of the axle beam</p>	
<p><b>Axle Tube number</b></p>	<p>On the back of one of the axle seats</p>	



## Pictures of applicable item(s)

Position	Picture
Top	
Bottom	
Left Side	
Right Side	
Back side	
Front Side	
Detailed Picture(s) of Damage	
Additional	