Trelleborg Slovenija, d.o.o.
Škofjeloška cesta 6
4000 Kranj,
Republic of Slovenia (TBSLO)

PRODUCT GROUP CONVEYOR BELTS

WARRANTY CONDITIONS AND LIMITATION OF LIABILITY

1. GENERAL CONDITIONS

1.1. These warranty conditions apply for technical rubber sheets, manufactured by TBSLO (Products). If any provision of this warranty conditions would be contrary to any mandatory legal provisions in any particular jurisdiction, such provision shall apply to a maximum extent as provided for by such mandatory legal provisions.

1.2. Products which may be sold by TBSLO, Product Group Conveyor Belts, but are not manufactured by it are not covered by this warranty and are sold exclusively with warranties, if any, by their original manufacturer.

2. MANAGEMENT OF THE PRODUCTS

2.1. This warranty applies to the material and working conditions as advised. Care should be taken, inter alia, of the following:

- proper Products are selected for specific applications,
- equipment where the products are installed is properly maintained,
- proper construction of equipment,
- proper cleaning of equipment,
- proper handling of the Products.

3. WARRANTY

3.1. TBSLO warrants to the purchaser that for the period of twenty-four (24) months as of the date of invoice, such Products shall be free from defects in material and workmanship, subject to normal management of the Products, including, among others, proper construction of equipment and proper storage.

3.2. This warranty shall be in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability of fitness for a particular purpose.

4. EXCLUSION OF WARRANTY

4.1. Warranty shall be excluded in cases where the Products have not been managed properly or have been subject to abnormal conditions such as, but not limited to, accidental damage, misuse, and/or mishandling, such as, but not limited to, mechanical injuries, (e.g. cuts, tears, vandalism, fire), wilful destruction, improper installation and/or improper maintenance, misapplication), use of unauthorized components or attachments or if adjustments or repairs

have been performed by anyone other than TBSLO or its authorized agents. The warranty shall also be excluded in cases where the exact application is not communicated by the customer when the order is received.

4.2. Warranty shall also be excluded and TBSLO shall not be held liable in case of force majeure circumstances, such as, but not limited to:

- war or threat of war, sabotage, insurrection, riots or requisition,
- all laws, restrictions, regulations, by-laws, prohibitions or any other measures by the governmental, parliamentary or local bodies,
- import and export regulations or embargo,
- strikes, lock-outs or other industrial measures or trade disputes (if including Manufacturer's employees or third party),
- difficulties with supply of raw materials, work force, fuel, parts or machinery,
- power blackout, breaks of machinery.

4.3. TBSLO shall not be held liable for any deficiencies in Products manufactured according to drawings, designs, project drafts and/or specifications provided by the purchaser.

4.4. Ordinary wear and tear are not covered by this warranty.

5. MAKING A WARRANTY CLAIM

5.1. Purchaser is obliged to take delivery of the Products and perform an ordinary inspection of the Product upon delivery.

5.2. Any claim by the purchaser with reference to the Products shall be deemed waived unless submitted in writing to TBSLO within the earlier of (I) 8 (eight) days as of the discovery of the defect, (II) within the period as prescribed by art. 3.1. of these warranty conditions. Discovery of the defect is deemed to have occurred when a defect could have reasonably been detected by the purchaser.

5.3. Claim shall, as a minimum, contain the following data:

- number of document- delivery note
- serial number of the Product,
- picture of defect,
- adequate description of the conditions in which the Product operated,
- the date when the Product was put in operation and the duration of operation.

Upon request, TBSLO must be allowed to inspect the Product.

5.4. To obtain performance under this warranty, any Products suspected of having a manufacturing defect in materials or workmanship shall be returned freight prepaid for inspection to TBSLO, Product Group Conveyor Belts, Škofjeloška c. 6, 4000 Kranj, Slovenia.

6. REMEDIES AND LIMITATION OF LIABILITY

6.1. TBSLO shall decide on a claim within forty -five (45) days after receiving a complete documentation and Product pursuant to art 5.

6.2. Providing TBSLO acknowledges the claim as justified, it shall, at its discretion, either:

- repair the Product,
- replace the Product, if repair is not possible or reasonable,
- reimburse part of consideration for the Product for the period not yet elapsed.

6.3. Whenever TBSLO repairs or replaces the Product at its expense or reimburses the purchase price, it shall reimburse the purchaser, with a credit note, the same surface freight amount the purchaser had when returning the Product to TBSLO.

6.4. Remedies pursuant to this article 6 shall constitute the sole and exclusive remedy in the event of a breach of warranty.

6.5. For the avoidance of doubt, TBSLO shall never, whether in cases of breach of warranty or in any other case be liable for any incidental, consequential and/or non-pecuniary damages or damages having a comparable effect. TBSLO's aggregate liability in respect of any and all losses arising under or in connection to the contract/ purchase order/any similar document that is the basis for sale of Products, shall be limited to an amount equal to the invoiced price for the Products supplied. Any exclusions or limitations of liability are agreed to be extended for the benefit of all entities within TBSLO's group.

7. CLOSING PROVISIONS

7.1. No statement or action by TBSLO, whether express or implied, other than set forth herein, shall constitute a warranty.

7.2. Any applicability of general terms and conditions used by the purchaser, wherever stated, is hereby explicitly excluded, notwithstanding any provisions of such general terms and conditions to the contrary.

7.3. This warranty statement is subject to the laws of the Republic of Slovenia, with the exclusion of its conflict of law principles.

Kranj, 24.5.2024

Trelleborg Slovenija, d.o.o.
PRODUCT GROUP CONVEYOR BELTS