



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

## **PRODUCT GROUP MIXING ROOM**

### **WARRANTY CONDITIONS AND LIMITATION OF LIABILITY**

#### **1. GENERAL CONDITIONS**

1.1. These warranty conditions apply for elastomeric compounds, manufactured by TBSLO (Products or Product). 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 (including other products, such as, e.g., elastomeric compounds not manufactured by TBSLO, rubberized cord etc...) which may be sold by TBSLO 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. In order to claim remedy pursuant to this warranty, purchaser must conform to basic usage parameters (which may be attached to the Products delivery in a form of certificate or otherwise) and utilize the Product within its prescribed shelf life. Shelf life is typically attached to each pallet of the Product, but may also be incorporated in any agreement signed with the purchaser.

#### **3. WARRANTY**

3.1. TBSLO warrants to the purchaser that Products have been manufactured in accordance with a valid recipe, have been manufactured utilizing confirmed and admissible raw materials and shall, providing they are properly utilized and vulcanised, reach prescribed mechanical and chemical characteristics.

3.2. Warranty in accordance with point 3.1. is limited to shelf life of the Products. For warranty to be applicable, Products must also be stored within prescribed temperature range which is typically between + 15 to +25 °C but may be different depending on each individual Product and transported in a proper way.

3.3. This warranty does not apply for any additional demands that have not been clearly defined and confirmed before recipe for Product was developed and technological parameters for manufacturing have been confirmed. This warranty shall also not be applicable for any claims for manufacturing defects and/or missing functionality in final products that may be manufactured by incorporating the Products.



3.4. 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 or warranty for manufacturing defects.

#### **4. EXCLUSION OF WARRANTY**

4.1. Warranty shall furthermore be excluded in cases where the Products have not been used properly (i.e. not utilised for the purpose for which the Products have been developed and confirmed), 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 storage or installation and/or improper maintenance, misapplication), use of unauthorized components or attachments or if adjustments or remillings have been performed by anyone other than TBSLO or its authorized agents.

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,
- difficulties with supply of raw materials, work force, fuel, parts or machinery,
- power blackout, break of machinery.

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

4.4. Notwithstanding any provision off this Terms (including Warranty Conditions) to the contrary, if any, any product liability of TBSLO shall be limited to requirement of applicable legislation in accordance with these Terms.

4.5 TBSLO does not accept any product recall provision beyond the mandatory requirements of applicable legislation in accordance with these Terms.

4. 6. TBSLO does not accept any obligation to pay and contractual penalty or any payment having a comparable effect, including any liquidate damages, where applicable.

#### **5. MAKING A WARRANTY CLAIM**

5.1. The Purchaser must take possession of the Products and perform ordinary quality and quantity inspection at 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 (l) eight days as of the discovery of the defect,



or (II) within shelf life of the Product. 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:

- code and batch number of the Product,
- detailed description of the claim,
- storage and transport conditions (if transport was organized by Purchaser)
- copies of order and invoice.

5.4. Claim must be accompanied by sufficient evidence, such as, but not limited to, samples of raw compound with manufacturing defect, samples of final products, photographs that may be utilized for determining the justification of the claim. On request, TBSLO shall be afforded the possibility to inspect the Product.

5.5. 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, PG mixing Room, Škofjeloška cesta 6, 4000 Kranj, Slovenia.

## **6. REMEDIES AND LIMITATION OF LIABILITY**

**6.1.** Unless agreed differently, TBSLO shall commence processing of the claim within five (5) working days. Final decision with all relevant documentation (which may include 8D report) shall be taken within forty-five (45) days after receiving complete documentation pursuant to art 5.

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

- remedy the defect (re-milling, additional mixing),
- replace the Products, if manufacturing defect cannot reasonably be cured,
- reimburse the consideration for the Products,
- define the use of the Products, conduct an appropriate supervision of the purchaser's usage of the Products and reimburse an appropriate portion of the Customer's costs.

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

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