

Terms and Conditions for the TruckStore Warranty

(only to be used vis-à-vis parties involved in a commercial enterprise)

Sec. 1 Subject of the warranty

1. The Warrantor is the dealer who supplied the vehicle which is the subject of this agreement, as stated in the schedule provided.
2. Warranty claims are processed by a service provider of the Warrantor. The point of contact in this regard is the company AutoProtect (MBI) Ltd with the following business address:
TruckStore Warranty Claims Centre
c/o AutoProtect (MBI) Ltd
Kiewitstraat 194
B-3500 Hasselt
Belgium
3. The warranty applies to the purchaser (hereinafter: "Warrantee") and the vehicle referred to in the purchase agreement (hereinafter: "Vehicle") and covers all work on the drivetrain (tractor/chassis including cab only) pursuant to sec. 2(1) in accordance with the scope of delivery of the vehicle manufacturer in question. This does not include maintenance work, including filters and V-belts, parts subject to wear and tear such as brakes, clutches as well as wheels and tyres.
4. The warranty only covers the replacement of the following parts, if these are replaced in connection with a claim arising under the warranty: gaskets, seals, gland seals, tubes and pipes.
5. The warranty does not cover:
 - a) parts not approved by the manufacturer of the vehicle in question;
 - b) operating supplies and auxiliary materials, e.g. fuels, chemicals, filter elements, coolants and antifreeze, hydraulic fluid, oil, grease and other lubricants.

Sec. 2 Content of the warranty, exclusions

1. The warranty covers the following components:

Subassembly

Components

Engine

Engine block:

incl. oil sump, cylinder sleeves, valve housing with toothed gears and permanent auxiliary drive to flange (excl. drive shaft and non-MB parts), gaskets and sealing rings

Cylinder head:

incl. valve assembly, valve guide, head gasket

Drive unit:

incl. crankshaft, crankshaft bearings, connecting rod and bearings, pistons with piston rings and small end bearing, torsional vibration damper, flywheel with ring gear

Valve timing gear:

incl. camshaft and its bearing, camshaft drive, tappets, push rods, rocker arms and their bearings, timing chain with pinion and chain tensioner

Diesel injection:

incl. injection pump, controller (LDA/MPA), injection timer, fuel pump propulsion system, unit pump, fuel preheating system, PLN (pump-line-nozzle)

Lubricating:

incl. oil pump, oil cooler, pressure control valve

Turbocharger:

incl. intake and exhaust gas hose including clamps and fastenings

Air compressor:

incl. motor

*Intake-/
exhaust manifolds:*

incl. bolts and threaded fasteners, exhaust flaps and their bearings

<i>Engine brake:</i>	incl. Turbobrake, exhaust brake valve cylinder including linkages, exhaust brake valve, idle speed endstop cylinder, pneumatic regulating cylinder, engine shutoff module
<i>Cooling:</i>	incl. water pump, thermostat, fan
<i>Engine mounting:</i>	incl. fixings
<i>Alternator:</i>	incl. motor and regulator
<i>Starter motor:</i>	incl. motor, windings, bushes
<i>Power steering pump:</i>	incl. motor
<i>Engine management:</i>	control units and sensors (PLN/engine control/EDC) excl. electric leads

Mechanical transmission

<i>Transmission housing:</i>	incl. housing cover, gaskets and sealing rings
<i>Shafts:</i>	incl. bearing, toothed gears, synchromesh, power take-off flange and gaskets and sealing rings
<i>Front-mounted unit:</i>	incl. housing, toothed gears, shafts, synchromesh
<i>Rear-mounted unit:</i>	incl. housing, planetary gear set, bearings, synchromesh
<i>Gearshift mechanisms in the transmission, front and rear-mounted units:</i>	incl. shift lever, selector shaft, selector finger, shift rods, selector fork inc. sliding blocks, arresters
<i>Power take-offs:</i>	incl. housing, toothed gears, shafts and bearings, gearshift sleeve, selector fork, sliding blocks, seals (but excluding non-MB parts)
<i>Lubricating:</i>	incl. oil pumps, oil cooler
<i>Hydraulics retarder:</i>	incl. housing, turbo wheels, bearings, pump, gaskets, sealing rings, heat exchanger and solenoid valve
<i>Gearshift unit incl. EPS Teligent operation including EDC (Electronic drive-off control):</i>	incl. all mechanical, electrical, electronic and pneumatic components, incl. engine/clutch control and sensors, excl. electr. leads excl. electro-motor clutch control system

Automatic transmission

<i>Converter:</i>	incl. housing, pumps, and turbine wheels, bearings
<i>Transmission housing:</i>	incl. housing, toothed gears, shafts, drive clutches, bearings, pumps, valve body, oil sump, power take-off flange, gaskets and sealing rings

Driven axles (excl. axle lifting mechanism)

<i>Axle housing:</i>	incl. crown wheel and conical wheel incl. bearing, differential cage with toothed gears and shafts, differential lock with selector fork and pneumatic cylinder, drive shafts, through-drive bearing, drive flange, oil pump, gaskets and sealing rings
<i>Planetary hub reduction drive:</i>	incl. housing, planetary gear set, bearings, cover
<i>Inter-axle differential:</i>	incl. housing, differential bearings

Shaft train

<i>Propshafts:</i>	incl. vibration dampers, intermediate bearing and suspension
<i>Telma brake:</i>	complete, as delivered from factory, incl. steering components

2. Should a warranted component stop working directly and suddenly within the agreed warranty period and it therefore becomes necessary to repair it, the Warrantee will be entitled to have the damage covered by the warranty repaired to the extent provided for in these terms and conditions.
3. The warranty does not cover damage:
 - a) caused through accident, i.e. a direct, external event involving mechanical force;
 - b) caused by wanton or malicious acts, misappropriation, in particular theft, unauthorised use, robbery and fraudulent appropriation, by direct effects of storms, hail, lightning, earthquakes or floods as well as by fire or explosions;
 - c) caused by events of war of any kind, civil commotion, civil turmoil, strikes, lockouts, seizure or other forms of official intervention or by nuclear energy;
 - d) for which a third party as manufacturer, supplier or seller is responsible on the basis of a repair order or other liability for material defects or guarantee undertaking;
4. The warranty does not cover damage:
 - a) arising from participation in driving events involving racing of any kind or from the accompanying test drives;
 - b) arising from the vehicle carrying loads in excess of the permitted axle or trailer loads stipulated by the manufacturer;
 - c) caused by the use of unsuitable lubricants and operating supplies, as a result of a lack of oil or overheating;
 - d) caused by the modification of the original construction of the vehicle (e. g. tuning) or the fitting of parts produced by third parties or accessories not approved by the manufacturer;
 - e) caused by the use of vehicles clearly in need of repair, unless it can be proved that the damage is not connected with such need for repair or unless the object vehicle was at least provisionally repaired at the time of the damage with the permission of the delivering branch;

insofar as the damage listed under sec. 2(4)(a)–(e) is based on a negligent or intentional breach of its obligations by the Warrantee.
5. In addition, the warranty does not cover damage:
 - a) caused by failure to have the maintenance and upkeep work prescribed or recommended by the manufacturer carried out during the period of validity of the warranty at a branch of the manufacturer or by the manufacturer's service network. In exceptional cases, the maintenance and upkeep work may however also be carried out in the Warrantee's own workshop, provided that this was agreed at the start of the warranty and original spare parts are used;
 - b) caused by failure to report the damage without delay and make the vehicle available for repair;
 - c) caused by failure to comply with the manufacturer's instructions in the vehicle's operating manual.

Sec. 3 Scope of validity of the warranty

The warranty applies to vehicles sold by TruckStore in Turkey and which are also registered and operated in Turkey.

Sec. 4 Start and period of the warranty

The warranty is valid for 12 months, commencing on the date stated on the schedule given to the Warrantee.

Sec. 5 Scope of the warranty, Warrantee's share in the costs of assembly replacement

1. The warranty claim covers the remedying of damage to vehicle parts falling under the warranty pursuant to sec. 2(1) based on least-cost repair solutions. Should the cost of remedying the damage exceed the value of a replacement part that would normally be fitted in the case of comparable damage, the warranty claim will be limited to fitting such a replacement unit, including removal and fitting costs. The Warrantee will be invoiced directly for his share in the costs, where applicable.
2. The warranty does not cover:
 - a) the costs of testing, measuring and adjusting work, unless incurred in connection with damage covered by the warranty;
 - b) the reimbursement of consequential costs, insofar as these fall outside the scope of sec. 1;
 - c) the costs of airfreight.
3. If repairs falling under the warranty and other repairs and inspections are carried out simultaneously, the duration of the repairs for which compensation is to be paid will be determined using the labour time allowances of the manufacturer.
4. The warranty claim costs for a single repair or the total costs for all repairs will be limited to the value of the vehicle on the date on which the warranty was issued.

5. No right to rescission (reversion of the purchase agreement), reduction of the purchase price or compensation in lieu of performance pursuant to the purchase agreement may be derived from this warranty.

Sec. 6 Preconditions for accepting claims under the warranty

1. In the event of damage, the Warrantee must report such damage immediately, and always before the repairs are carried out, to the Warrantor, if necessary also by telephone, and must obtain authorisation before the repair work is started. Damage must be reported to the following address:

TruckStore Warranty Claims Centre
c/o AutoProtect (MBI) Ltd
Kiewitstraat 194
B-3500 Hasselt
Belgium

Hotline for TruckStore Warranty Claims Centre
Tel: + 32 – (0)11 – 30 26 26
Fax + 32 – (0)11 – 30 11 18

Should failure by the Warrantee to comply with this obligation make it more difficult to investigate the occurrence or extent of the damage covered by the warranty, the Warrantor will be released from its contractual obligation. The damage may only be repaired in a workshop authorised for the commercial vehicle type in question. If the workshop is in Turkey, the Warrantor will attempt to settle the costs for each authorised repair directly with the workshop that carried out the work.

Should the workshop reject direct settlement of the repair costs by the Warrantor, the Warrantee must obtain a receipted invoice and pay this in the first instance. The Warrantee must then without delay after receipt of the invoice submit this invoice to the Warrantor, stating the authorisation number obtained before the repair work was carried out; the Warrantor will then reimburse the costs covered by the warranty following an internal review. The invoice must list separately the work carried out, the prices of the spare parts, and the labour costs, including the labour time allowances.

2. The repair workshop performing the work shall always invoice to TruckStore Warranty Claims Centre and follow the instructions received from the TruckStore Warranty Claim Centre.

The repair invoice should be sent to:

TruckStore Warranty Claims Centre
c/o AutoProtect (MBI) Ltd
Kiewitstraat 194
B-3500 Hasselt
Belgium

3. The Warrantee must:
- in the event of a claim submit the warranty certificate and the service documents for the vehicle on request. If the maintenance work is carried out in the Warrantee's own workshop, the Warrantee must furnish corresponding proof of this;
 - refrain from interfering with the odometer or manipulating it in any other way;
 - report a defective odometer or the replacement of the odometer, giving the relevant kilometre reading.
4. In the event of a warranty claim, the Warrantee may also contact the call centre of TruckStore Warranty Claims Centre, c/o AutoProtect (MBI) Ltd, Kiewitstraat 194, B-3500 Hasselt, Belgium, directly. The call centre will inform the Warrantee of the nearest suitable workshop or service centre. Alternatively, the Warrantee may also take the vehicle directly to the nearest workshop or service centre. Transportation of the vehicle to the workshop or service centre and the costs incurred for this (on-road service) will be for the account of the Warrantee, i.e. the warranty only comes into force once the vehicle is at the workshop or service centre.

Sec. 7 Claims for defects

The Warrantee's statutory claims for defects will remain unaffected.

Sec. 8 Choice of law, forum

The ordinary courts of law at the place where the Warrantor (Mercedes-Benz Taşıt, Ticaret ve Servis A.Ş) has its registered office will have exclusive jurisdiction over all current and future claims arising from the business relationship with parties involved in commercial enterprises, resulting from the current agreement, including claims based on bills of exchange and cheques. The same place of jurisdiction will apply if the client does not have a place of general jurisdiction in Turkey, if the client moves his domicile or habitual place of abode abroad after the conclusion of the agreement or if his domicile or habitual place of abode is unknown when the suit is filed, Turkish law applies. This warranty conditions will be constructed and governed in all respects in accordance with the laws of the Turkish Republic. Place of jurisdiction is Istanbul /Turkey.