



TARMETEC OÜ General Warranty Terms and Conditions of Product Group of Additional Equipment for Cars

The Manufacturer (**Tarmetec LCC**) guarantees that the Product and the method of its attachment complies with the traffic safety requirements valid at the production time (EU Directives 74/483 and 92/114). If the Product is subject to compulsory certification or homologation, the applicable requirements have been set out on the certificate of conformity of the Product. This warranty covers only material and/or production defects that can be rectified by repair or replacement at service points of the Manufacturer or the Manufacturer's authorised dealers. The Manufacturer provides the following warranty for their own manufactured stainless-steel additional equipment for cars:

- 6 years warranty against rust on main Product material and surface coating;
- 2 years warranty on structure, its soundness
- 2 years warranty on electrical installations of the product and wiring kits of tow bars
- 1 year warranty on etralights and light sources

1. General requirements

- **1.1** The warranty period commences from the date of the sale of the Product to the end user, irrespective of whether the Product was or was not installed by the Manufacturer or a dealer on the vehicle.
- **1.2** The product receiver must verify whether there is damage on the package before signing receival document. Damage to the package may have also caused damage to the product and therefore the damage needs to be appointed in writing on the accompanying note. It is recommended to photograph the damaged package.
- **1.3** Product receiver must verify whether number of goods acquired corresponds to what is on the accompanying note before taking over the goods. If there is a product(s) missing, it must be written on the accompanying note. Reclamations related with quantitative noncompliance must be handed in within 1 working day after receiving good(s).

2. Warranty limitations

2.1 General limitations

- **2.1.1** The products are designed to avoid or reduce external mechanical damages to the vehicle's main components. Therefore the product or its parts being deformed or damaged due to any crash is natural and will not be considered as warranty case.
- **2.1.2** Finished surface of the details (polished surface, painted surface) will fade over time due to exposure of airborne particles (sand, dust). Therefore reclamations about the quality of finishing must be submitted before installing the product on the vehicle.

2.2 Rusting warranty limitations

- **2.2.1** Warranty is not valid if there is external damage to the product (such as scratches, dents etc)
- **2.2.2** The guarantee does not apply if the product can be identified long-term chemical exposure to chemical responsive (corrosive) compounds.
- **2.2.3** Our warranty does not cover the "flying rust" (see the document about "Rust effect") sticky corrosive particles rusting on the surface of the product, which are not part of the product and are not invaded in the core material.

2.3 Construction warranty limitations

Construction warranty is not valid if:

- **2.3.1** The product is not installed by the manufacturer or authorized sales representative and/or without included mounting instructions.
- **2.3.2** The user continues to use the product even though he/she should have seen mistakes with product construction (as partially tensioned joint bolts, partially open joint bolts, partially broken joints). Additional damage will be caused if product is being used with construction faults.
- **2.3.3** Product has been altered or rebuilt without the manufacturer's approval, for instance additional attachment is installed.

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- **2.3.4** Product has been tried to be fixed/improved by an unauthorized person.
- **2.3.5** Non-approved extras/accessories have been attached to a product.
- **2.3.6** More lighting elements (lamps) are installed than manufacturer in the manner permitted. (Information about these regulations is included with mounting instruction and also at METEC homepage next to related product)
- **2.3.7** Electrical safety instructions are not complied when installing the product with electric features and therefore the product or vehicle electric system has been damaged.
- **2.3.8** The product is identified with some other misuse.

2.4 Giving feedback for product surface quality

As it is very difficult to measure product surface finishing quality as "numeric "figure - there are many different visual methods to evaluate it. The obtained result is dependable among many factors: the light source of the measurement place, the distance between the assessor and the product and also visual acuity of the evaluator.

Product finishing (polishing) is one of the most time-consuming and financially most expensive processes of product manufacturing. In order to keep the product price competitive, we have divided product surfaces into 3 different classes according to "vision"principle. We guarantee the product quality of the surface finish compliance with those classes. Information about 3 finish class requirements and also requirements regarding evaluator and assessment place can be found in the document "Quality standard for polished surfaces".

3. Requirements with submitting reclamations

- **3.1** As soon as the reclamation arises, you need to immediately contact the seller of the product and forward all information in writing, which can uniquely identify that the seller (manufacturer) has made a mistake:
- **3.1.1** Description of the reclamation, which allows it to identify the problem (description, photos)
- **3.1.2** Invoice/Delivery note number
- **3.1.3** All information from the silver weather-resistant sticker on the product (Fig 1) (sticker shape, size and its information may vary from product to product)
- **3.1.3** In case of reclamations about good completion:
 - -All information from the sticker in mounting kit (Fig 2)
- **3.1.5** Reclamations about product quality of finishing (here is not meant rust warranty, but product manufacture defects before usage) additionally:
- An employee ID number who has carried out final quality, from the white sticker on the product (Fig 3)
- -Photo, which is made before installing the product
- Information listed on P 1.2. If the damage has occurred during the transportation.
- **3.1.6** Reclamations about incomplete delivery additionally:
- -Delivery note mentioned at P 1.3, where quantitative differences are written and signed by both sides.
- **3.2** In case information above does not make it possible to uniquely identify the reason of the reclamation, the seller (manufacturer) could ask for delivery of the product to verify the problem.
- **3.3** In order to proceed your reclamation as fast as possible please hand it in on our homepage at reclamation section.
- **3.4** We response to reclamations handed in our homepage within a period of 2 business days. Reclamations submitted by any other way will be processed according to Obligation Act of Estonian Republic.



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4. Manufacturer's liability coverage

- **4.1** In case of legitimate reclamation manufacturer will cover:
- **4.1.1** All expenses regarding demounting the product and mounting it again to the vehicle.
- **4.1.2** Expenses regarding elimination of the damage/problem.
- **4.1.3** Expenses regarding replacing the product (if the product cannot be fixed) or expenses of delivery of missing parts, to address appointed on the invoice or accompanying note.
- **4.2** Product is allowed to be fixed repeatedly if needed, and will not be replaced unless product is eligible and can be used for its intended function.
- **4.3** Repairs carried out during the warranty period do not extend an existing warranty period.
- **4.4** The manufacturer's liability to a product mistake is limited to what is stated above, under the terms of the warranty, and therefore are not entitled to compensate damage to other property.
- **4.5** Damages, which are not clearly identified as a manufacturer or its contract partner's fault (e.g. transport damage), the manufacturer is responsible for the damage with other companies involved in equal parts.

5. The manufacturer can relinquish liability with following legislative restrictions.

- **5.1** Different countries may have special requirements that additionally regulate installation of front protection elements on vehicles. As the existence or absence of such rules and their content depend on a particular country, the Manufacturer (Seller) assumes that the Product User (Buyer) is aware of the corresponding legislation in the country of location and has, prior to placing the order, made sure that (s)he can use the Product in that country in the desired manner.
- **5.2** Some countries may have special requirements that additionally regulate installation of additional lighting on vehicles. As lights of different strength and purpose can be installed on the Products made by the Manufacturer (Seller) (front protection elements, headlight brackets), the Manufacturer (Seller) assumes that the Product User (Buyer) is aware of the corresponding legislation in the country of location and will take it into account when installing additional lighting. The User (Buyer) is required to verify whether the Product complies with legislation applicable in the country of location and other technical requirements. The User (Buyer) shall incur full liability for the compliance of the Product with requirements.

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