



**PARAMOUNT TRAILERS**

80 Technology Crescent, Klipriver Business Park, Midvaal, 1949  
Ck No: 2012/206831/07

## **REPAIR WARRANTY PROVISIONS**

### **This Warranty pertains to vehicles or equipment repaired by Paramount Trailers (Pty) Ltd outside of Paramount Trailers Standard Manufacturer's Warranty.**

- 1 Subject to all the provisions contained in this warranty document, Paramount Trailers (Pty) Ltd (hereafter called Paramount Trailers) hereby warrants in favour of the customer whose name appears on the Tax Invoice, that all repairs performed by Paramount Trailers to the vehicle or equipment supplied by Paramount Trailers, and limited to the repair(s) that was performed, shall be free of defects:
  - (a) in parts used for a period of 6 (six) months; and
  - (b) workmanship applied for a period of 3 (three) months;Commencing from the date on which the repaired vehicle or equipment is delivered to or collected by or on behalf of the customer (the WARRANTY PERIOD).
- 2 Should any defects of the type envisaged in 1 above manifest itself within the WARRANTY PERIOD, and provided that the customer shall have notified Paramount Trailers in writing of such defect within 7 (seven) days of such defect having come to the notice of the customer, Paramount Trailers will first investigate and where needed replace, or in its unfettered discretion repair free of charge the defective part or workmanship, subject to all the terms and conditions contained herein.
- 3 No obligations of whatsoever nature shall attach to Paramount Trailers arising from this warranty in the event that Paramount Trailers in its discretion determines that the warranty claim does not arise from defective parts used or defective workmanship applied in the repair of the vehicle or equipment.
- 4 In the event of a warranty claim, the cost of the least expensive but reasonable mode of dispatch of the replacement parts supplied and the reasonable installation costs will be borne by Paramount Trailers.
- 5 Parts in respect of which a repair warranty claim is lodged shall at Paramount Trailers choice either be forwarded to the factory or be kept at a place to be determined by Paramount Trailers for the purpose of examination by a factory representative. Parts which Paramount Trailers has recognised to be defective and which have been replaced shall become Paramount Trailers property.
- 6 The warranty hereby given shall forthwith expire and shall be of no further force or effect if the repair to the vehicle or equipment and/or parts suffers any damage contributed to or caused by:
  - 6.1 road accident, impact, collision or force; or
  - 6.2 the removal, replacement, reinstallation or adjustment of any part or accessory by any person other than a duly authorised employee or agent of Paramount Trailers and such removal, replacement, reinstallation or adjustment results in the warranty claim; or
  - 6.3 the use of the vehicle, equipment or any part thereof for any purpose other than the express purpose of which the vehicle or such part, equipment or materials have been manufactured and/or supplied: or
  - 6.4 the installation of any other part or parts on the vehicle or equipment which may have a material effect on the repair, parts and/or materials supplied by Paramount Trailers; or
  - 6.5 neglect, misuse, abuse or improper handling as well as normal wear and tear of the vehicle, equipment or part; or
  - 6.6 persons other than the employees or authorised agents of Paramount Trailers having performed work on the equipment, vehicle or part; or
  - 6.7 subjecting the equipment, vehicle to loads heavier than that permitted by Paramount Trailers recommendations or the road ordinance or subjecting the parts or materials to stresses in excess of that which they were designed; or
  - 6.8 the customer's failure to properly maintain the equipment, vehicle or part in accordance with the instructions and directives issued by Paramount Trailers, or generally accepted maintenance procedures in this regard from time to time; or
  - 6.9 any act or omission which is not directly related to the normal use and function of the equipment (including without limitation fire, explosion, civil commotion, war, force majeure or act of God); or
  - 6.10 any damage resulting from minor repair work not having been carried out which the customer could reasonably be expected to carry out in the circumstances, or which was not timeously reported to Paramount Trailers.
- 7 This warranty shall not cover any costs, loss or charge which the customer or any 3rd party may suffer or incur as a result of a defect in the vehicle or equipment which is covered by this warranty, it being agreed that Paramount Trailers liability shall be limited and confined to the repair, replacement or reinstatement of the defective parts and/or workmanship covered by this warranty. Under no circumstances will Paramount Trailers be liable for any loss or damages whether direct, indirect, consequential or otherwise (including, without limitation, loss of profits and loss of use) suffered by the Customer or any third party as a result of the parts and/or workmanship supplied by Paramount Trailers being defective.
- 8 The terms contained in this warranty document constitute the complete and entire record of Paramount Trailers obligations towards the customer in respect of parts and/or materials supplied and work carried out in connection therewith. No variation of the terms and conditions in this warranty will be of any force or effect unless reduced to writing and signed by the customer and a member of Paramount Trailers.
- 9 This warranty supersedes all prior warranties and/or guarantees whether expressed or implied, orally or in written format and the customer expressly renounces any common law statutory rights which it may have against Paramount Trailers whether for damages, rescission or reduction of the purchase price.