



SCANIA DEALER WARRANTY

NEW SCANIA VEHICLES AND NEW SCANIA PARTS

(SCANIA PRODUCTS)

Scania Dealers supply new Scania Vehicles and new Scania Parts to the first purchaser from the dealership with the contractual warranty arising from that sale, subject to the terms of warranty below. These terms shall apply to Scania Products sold on or after the date of issue.

Scania (Great Britain) Limited (“SGB”) supplies new Scania vehicles and new Scania Parts to its appointed Dealers with the seller’s contractual warranty between SGB and the purchasing dealer. Neither SGB (unless it owns or controls the selling dealer or sells direct) nor Scania CV AB gives any warranty direct to the first purchaser/user as they are not party to that sale, nor contemplate passing any benefit or liability under that contract.

SCANIA ‘FIRST BUYER ONLY’ WARRANTY

The warranty from the selling dealer (or SGB in the case of direct sales) is solely for the benefit of the first buyer from that seller (the “Customer”) and not for the benefit of any subsequent buyer/user unless previously agreed in writing by Scania or the first selling dealer.

Subsequent sales of the vehicle are subject to the terms of the relevant sales contract.

INTERMEDIARIES AND FINANCE COMPANIES

If the Customer employs the services of a duly authorised intermediary, the sale will be registered to the Customer as principal and the vehicle registered in their name, with any benefit of this warranty. If the Customer finances the purchase through an agreed legitimate finance company (e.g. by lease, contract hire, hire purchase) the benefit of this warranty shall be available to such Customer.

WARRANTY TERMS

The warranty is available on the following conditions:

1. Repair obligation.

During the applicable warranty period the Scania Dealer will remedy any defect in the new Scania Product which is a direct result of defective materials or workmanship in the design or manufacture of the product. The Scania Dealer shall at its own cost and option carry out such repair or replacement including dismantling and re-installation as is necessary to achieve a cost effective repair.

2. Duration of warranty.

- a. Vehicles. Defects becoming apparent and notified within a period of 12 months from delivery to the Customer (or if earlier 24 months after release from production)
- b. Scania genuine branded parts and Scania-supplied Vehicle Related Services (“VRS”) parts, service exchange units and accessories. Defects becoming apparent and notified within 12 months from the date of purchase.



- c. Scania genuine branded parts and Scania-supplied VRS parts, fitted by a UK Scania Dealer. Defects becoming apparent and notified within 24 months from the date of purchase.

3. Scania Policies.

Warranty claims and payments will be processed in accordance with Scania Policies and Manuals issued from time to time.

4. Foreign Warranty Repairs.

The Customer may seek warranty repairs at authorised Scania Dealers outside the UK subject to applicable laws and procedures. The Warranty set out in 2 c shall not be applicable in respect of parts fitted outside of the UK. UK Warranty terms and rates will apply, and the Scania Dealer's obligation shall be limited to what the necessary repair would have cost at a UK Scania Dealership.

5. **EXCLUSIONS.**

The warranty shall not apply to, and no payment be due for any matters or costs arising from or as a consequence of:

- a. any defects resulting from: road accidents; accidental or natural causes; unsuitable careless or abnormal use; overloading beyond maximum weights specified by the manufacturer; inadequate or faulty servicing (including exceeding specified service intervals or criteria, insufficient lubrication, dirt, neglect, use of obsolete parts or accessories) or other circumstances or causes;
- b. normal wear and tear (such as but not limited to, brake linings, clutch drive plates, drive belts, alternators, starter motors, normal service items, wiper blades, tyres, bulbs);
- c. any additions or modifications after delivery (save where expressly authorised and warranted in advance by Scania), any broken or modified Scania or supplier seals or settings, any non-Scania or inferior quality parts; inadequate third party service fitment or diagnosis;
- d. failure to immediately observe any cautions or warnings, failure to carry out immediate repairs (including any emergency or temporary preventative repairs), continuing to use the product after a fault is or should have been apparent, inadequate precautions in stopping and recovering a vehicle,
- e. failure to promptly notify and present the product at the Customer's risk and cost to a Scania Dealer to have the opportunity to carry out its warranty obligations.

6. Customer items/nominations.

The Scania Dealer does not give warranty in respect of any items or services supplied by or specified/nominated by the Customer. The Customer shall be responsible for any recourse to such suppliers, in which Scania will give reasonable support and assistance. If the Scania Dealer has agreed to be invoiced and pay for such supplies for single point invoicing or similar purposes, it will pass to the Customer any warranty given by the supplier of such items or services.



7. Parts replaced under warranty.

Parts that have been repaired or replaced under warranty shall have the benefit of the residue of the warranty period on the original product.

Parts which have been replaced under warranty shall be retained or delivered to the repairing dealership (if not already in its possession) for verification of warranty issues.

8. Limitation of Liability.

Save as provided in clause 9 below, the terms of this warranty in association with the applicable terms of sale shall be the full extent of Scania and the Dealer's liability for any defects. The Scania Dealer shall only be liable for repairs replacements and any costs specified in this warranty, as long as the Customer has met its obligations. The Customer shall not be entitled to any further damages or compensation, in particular no claims for loss of use, loss of opportunity, loss of profit or any indirect or consequential losses.

Neither Scania nor the Scania Dealer shall be liable for contingent or consequential losses however arising. The maximum liability shall in any event be limited to the purchase price of the product in question.

9. 2+2, Repair and Maintenance, Extended Driveline warranties.

No extensions or additional warranty arrangements shall be binding unless agreed in writing in advance by Scania or the Dealer and shall be subject to the applicable procedures and terms published by Scania from time to time.

10. Statutory Liability.

Nothing in this warranty shall exclude or limit liability for death or personal injury arising from the negligence or breach of strict statutory duty of Scania or the Dealer. In the event that a sale or supply is legally categorised as a Consumer transaction the consumer rights as to quality and supply with due skill and care shall not be restricted or excluded.

11. Jurisdiction.

This warranty is governed by English law and is subject to the jurisdiction of the English courts.