

## New Vehicle Warranty Terms & Conditions

The following new vehicle warranty terms and conditions shall apply to new Scania Vehicles ordered and delivered in New Zealand through Scania New Zealand Ltd on or after 1st January 2019.

Each new Scania Vehicle delivered after 1st of January [2019] comes with a warranty under which the operator is entitled to have the Vehicle repaired in case of failure and such a repair is not excluded under these terms.

All other terms, warranties, conditions, representations and undertakings (whether express or implied) which may lawfully be negated, excluded, modified, limited or restricted from and in relation to the sale of the Vehicle to the Customer are hereby negated, excluded, modified, and restricted to the extent permitted by law (but not otherwise).

The Company's liability shall, to the maximum extent permitted by law, be limited to the repair or replacement of any defective or faulty part or the payment of the cost of any such repair or replacement as the Company in its sole discretion determines to be appropriate.

Subject to these Warranty Terms, The Company warrants that each new Scania sold by it to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to repairing or replacing, at its option and at the Company's discretion any part/s of the Vehicle found to the Company's satisfaction to be defective upon examination.

- Component parts of the Vehicle, listed in these Warranty Terms are warranted for specific time periods set out in Appendix A to these Warranty Terms, commencing on the first date of delivery (to the original purchaser) and ending after the period indicated or when the Vehicle has operated the number of kilometres or hours specified in these Warranty Terms, whichever occurs first.
- The repair or replacement of such parts will be made in accordance with the terms of these Warranty Terms.
- All other parts or components except as hereinafter provided are warrantable for the period as set by the supplier of such part, commencing the first date of delivery to the original purchaser.

### 1. DEFINITIONS AND INTERPRETATION

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| <p>1.1 In these Warranty Terms, unless the context requires otherwise: "Agreement" means the agreement entered into between Scania New Zealand and the Customer comprising these Warranty Terms, the Final Terms, the Driver Training Terms, and all appendices annexed to those terms, and any other special terms and conditions agreed between Scania New Zealand and the Customer;</p> <p>1.2 "Approved Service Provider" means an Authorised Service Dealer;</p> <p>1.3 "Authorised Service Dealer" means Authorised service provider or repairer of Scania New Zealand;</p> <p>1.4 "Certificate of Fitness" means a certificate of fitness (CoF) is a regular check to ensure that the Vehicle meets required safety standards. Vehicles requiring this certification are heavy vehicles – trucks, larger trailers, motor homes. all passenger service vehicles – taxis, shuttles and buses. rental vehicles.</p> <p>1.5 "Company" or Scania New Zealand means Scania New Zealand Limited.</p> <p>1.6 "Customer" means the person liable for payment and, if any, each respective user;</p> <p>1.7 "Driveline" means all major components connecting the power source (engine) with the road surface;</p> <p>1.8 "Driver Training Terms" means the terms and conditions set in part D of this Agreement;</p> | <p>1.9 "Equipment" means equipment, including software programs, from time to time approved by Scania for use in connection with the portals or prescribed by Scania as customer hardware and software requirements for accessing the services.</p> <p>1.10 "Fleet Management Service Description" means the description, as applicable from time to time, of the scope and contents of such service.</p> <p>1.11 "FMS Terms" means the general agreement executed by the customer as set out in Part C of this Agreement.</p> <p>1.12 "Hardware" means the computers and other equipment set out in section 8.1 a) and b) of the FMS Terms;</p> <p>1.13 "Operator" means the telecommunications operator company in co-operation with which Scania has agreed to offer a subscription to the Customer;</p> <p>1.14 "Operator network" means the GSM mobile telephony network operated by the Operator, which Scania and the Customer use for communication between the Vehicle and the portals on the terms and conditions hereof;</p> <p>1.15 "Person liable for payment" means a legal entity holding a subscription for services as identified in the FMS Terms;</p> <p>1.16 "Price list" means the price list and charges determined by Scania New Zealand in respect of the subscription and services, as applicable from time to time;</p> | <p>1.17 "Portals" means the Scania Fleet Management portal and any other portals, through which the services are provided;</p> <p>1.18 "Scania" means Scania CV AB;</p> <p>1.19 "SIM-card" means the SIM-card of the telematics equipment included as an integral part of the Vehicle;</p> <p>1.20 "Service/s" means the Scania Fleet Management services provided by Scania New Zealand on order by the Customer;</p> <p>1.21 "Software" means computer programs in accordance with section 8.1(c) of the FMS Terms;</p> <p>1.22 "Subscription" means a subscription to one or more Services;</p> <p>1.23 "User" means an entity or an individual, who is either the same as the person liable for payment or as otherwise specified;</p> <p>1.24 "Vehicle" means the New Scania Truck or Bus.</p> <p>1.25 "Warranty" means the warranty given by Scania New Zealand to the Customer on these Warranty Terms;</p> <p>1.26 "Warranty Terms" means this document including the Appendices.</p> |
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## 2. CONDITIONS

2.1 This warranty applies to the original purchaser of the Vehicle and is transferrable only with the prior written approval of Scania New Zealand. It does not extend to:

- a) any defect caused by or that relates to, any and all impact or accident, fire, unsuitability, careless or abnormal use, overloading, misuse or abuse of the vehicle or any modification, addition or alteration made to the vehicle without the prior written consent of Scania New Zealand;
- b) normal maintenance services or wear and tear items including but not limited to lubricants (including Top up oils), filters, rubber hoses, fan belts etc;
- c) other equipment, components and trade accessories that are not specified as standard or optional equipment manufactured by Scania New Zealand;
- d) components and accessories not manufactured by Scania New Zealand, such equipment, components or accessories may be covered by a separate manufacturer's warranty and Scania New Zealand will pass the benefit of any such warranty to the Customer insofar as it is legally possible or practicable to do so;
- e) any defect resulting from fitment of bodywork or accessories;
- f) damage, defect or malfunction which in Scania New Zealand's reasonable opinion has become necessary as a result of any one or more of the following will be specifically excluded from this Agreement:
  - i) any transportation or relocation of the Vehicle following any failure of the Vehicle due to any sudden and unforeseen occurrence during normal use, which is not performed by an Authorised Service Dealer or an Approved Service Provider or authorised by Scania New Zealand;
  - ii) a failure to maintain the Vehicle in accordance with the recommendations or the terms of this Warranty or from continued use in a hazardous or corrosive environment;
  - iii) the Customer allowing the Vehicle or any part thereof to be subjected to unusual physical, electrical or mechanical stress;
  - iv) the neglect or misuse of the Vehicle or wilful default or omission in relation to the Vehicle, by the Customer or any third party;
  - v) failures due to incorrect fuel grade or contamination;
  - vi) any parts or components outside the Driveline inclusion as per appendix A, including (but not limited to);
    - Tyres, rims, wheels and mud-guards, trim-work, upholstery, floor mats, paintwork, chrome, glassware and

panels, light bulbs, tail lights and head lamps, aerials, stone guards, bull bars, air deflectors, reflectors and lenses, the Products chassis, cab, body or fuel tank, trailer air lines, trailer hydraulic lines and trailer electrical lines/connectors (Suzies), ancillary parts or equipment or accessories fitted on the Product, software for any on-board computer system, all other non-durable maintenance items (unless caused in the Company's opinion by defects in the materials or manufacture), wheel alignment, rear axle alignment and wheel balancing, brake, clutch or tappet adjustments;

- g) damage or defects in the chassis caused by chemical contamination or unscheduled off-road use;
  - h) damage due to fire, flood, theft, explosion or natural disaster;
  - i) any part or component which has been stolen or been removed without authorisation;
  - j) damage or defect to the Vehicle which in the Company's reasonable opinion has become necessary due to inadequate or substandard work or testing or inspection carried out by any third party or the Customer;
  - k) any re-possession of the Vehicle by a valid security interest holder, unless Scania New Zealand approves the transfer of the Warranty.
- 2.2 At all times during the Agreement Period, the Vehicle must:
- a) be subject to regular inspections (periods not to exceed a week) by the Customer and any defects noted;
  - b) be subject to only normal commercial use and operation;
  - c) used on reasonable road surfaces in accordance with the stated application, and any abnormal use of the Vehicle or loading in excess of the limits permitted by law or manufacturers limitations will void this Warranty;
  - d) not be modified from the manufacturer's original specifications;
  - e) be registered, licensed and have a valid Certificate of Fitness at all times;
  - f) be made available to a Scania New Zealand Authorised Service Dealer to perform planned maintenance at intervals as recommended by the Company with no more than a 2000 km variance;
  - g) be made available to the Company to perform any repairs or campaigns issued by the manufacturer as well recommended preventative maintenance issued by the Company;
  - h) responsible for taking all necessary steps to ensure the prompt inspection of any defects;

2.3 The Customer must notify the Company of any defect within two (2) days of the date on which the defect first becomes apparent.

2.4 If the Operator fails to comply with any of its obligations under clause 2.2 or 2.3 of the Warranty Terms, this Warranty will be voided.

**Scania New Zealand is not liable under these Warranty Terms for any consequential, indirect, economic or other resulting loss or damage arising directly or indirectly from any defect in materials or workmanship or otherwise howsoever (except to the extent that such exclusion or limitation is prohibited or avoided by law)**

**The intended application of the Vehicle must be noted at registration and indicated as such on the Schedule if any changes in Vehicle application from that noted occurs, the change must be reported to Scania New Zealand (Specifically to such incident Scania New Zealand's Warranty department) in writing within 7 days.**

**Scania New Zealand Warranty: warranty@scania.co.nz or Scania NZ Warranty, PO Box 22435, Otahuhu Box Lobby, Auckland, 1640.**

## 3. BASIC WARRANTY

- 3.1 The basic manufacturer warranty coverage is for a period of 12 months from the date of first delivery to the Customer regardless of application class.
- 3.2 This basic warranty portion of this Agreement covers parts and labour charges on defects in material and workmanship.
- 3.3 In case of break down within the basic warranty period to the extent that it becomes un-driveable, the Company may elect to tow the vehicle to the nearest approved service centre (kilometre limits apply).
- 3.4 The full vehicle is covered with specific exclusions.
- 3.5 Requirements of the basic warranty is that:
  - a) the Vehicle receives a run-in service which is carried out by an authorised service centre prior to 4 weeks having elapsed or 20,000 km following the delivery to the Customer (whichever occurs first);
  - b) the Vehicle is maintained solely by the Company (unless otherwise agreed in writing between the two parties); and
  - c) the Vehicle being subject to the conditions detailed in this Agreement.
- 3.6 Mining application is not covered and will not have the benefit of the Warranty.

#### 4. FIRST YEAR FREE SERVICING

- 4.1 All Vehicles sold and delivered by Scania New Zealand after the 1st January 2019 will have one year free servicing. Free servicing also includes the "R" inspection
- 4.2 Cover details
- First year free service is limited to 12 months or 160,000km whatever comes first.
  - For "R" inspection, the requirement of completing is within four weeks or 20,000km whatever comes first.

#### 5. DRIVELINE WARRANTY

- 5.1 Vehicles purchased from Scania New Zealand and operating in New Zealand are covered by Driveline warranty on components listed in these Warranty Terms.
- 5.2 Driveline warranty commences at the end of basic warranty and expires at the earlier of 36 months from the vehicle delivery date or a maximum of 600 000 Km's (whichever occurs first).
- 5.3 The application type is determined and selected on the customer at the time of delivery of the Vehicle.
- 5.4 This Warranty covers parts and labour charges on defects in material and workmanship.
- 5.5 If a warrantable failure occurs within the driveline period which renders the Vehicle un-driveable, any costs incurred for towing, callout, overtime or kilometres travelled will also be covered (to applicable limits).
- 5.6 Requirements of the driveline warranty is that:
- The Vehicle is maintained solely by Scania New Zealand authorised service dealers. (unless otherwise agreed in writing between the two parties)
  - The Product being subject to the conditions in the warranty agreement.

#### 6. CONSUMER GUARANTEES ACT AND FAIR TRADING ACT EXCLUSION

- 6.1 Consumer Guarantees Act: The purchaser acknowledges that it is acquiring the Vehicle for business purposes in terms of section 43(2) of the Consumer Guarantees Act 1993, and the Purchaser will not assert or attempt to assert any rights or claims against Scania or Scania New Zealand under the provisions of that Act.
- 6.2 Fair Trading Act 1986: The parties acknowledge and agree for the purposes of section 5D of the Fair Trading Act 1986 (FTA) that:
- a) the Vehicle is being supplied and acquired in trade;
  - b) the parties are all in trade;
  - c) sections 9, 12A, 13 and 14(1) of the FTA do not apply to this Agreement or to any matters, information, representations or circumstances covered by this Agreement;
  - d) it is fair and reasonable that the parties are bound by this clause; and
  - e) the parties have each been able to fully negotiate the terms of this Agreement, and have each been represented by and received advice from a lawyer during the negotiations leading to this Agreement.

## Appendix A: Warranty Periods, Level of Cover and Driveline Warranty Inclusions

Application Type	Operation GVM	Basic Period (Months)	Driveline Period (Months)	Kilometres / Hours
Distribution	Up to 60 Tonnes	0-12	13-36	600,000km
Long Haulage / Line Haul	Up to 60 Tonnes	0-12	13-36	600,000km
Logging / Livestock	Up to 60 Tonnes	0-12	13-36	600,000km
Construction	Up to 60 Tonnes	0-12	13-36	600,000km
Mining	All	0	Not applicable	Not applicable

<p><b>Engine</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> Up to 36 Months/600 000</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• Hoses and pipes</li> <li>• Engine suspension and parts</li> <li>• All gaskets and mounting parts</li> </ul>	<p><b>Transmission</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> Up to 36 Months/600 000</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• Suspension and mounting parts</li> <li>• All hoses, pipes and fittings</li> <li>• All gaskets and mounting parts</li> </ul>	<p><b>Brakes*</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> kms</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• All hoses, pipes and fittings</li> <li>• All gaskets and mounting parts</li> </ul> <p>* Excludes normal wear-and-tear</p>	<p><b>Steering</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> kms</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• Switches, coil spring and cables</li> <li>• Starter lock and immobilizer</li> <li>• Covers and mounting parts</li> <li>• All hoses, pipes and fittings</li> <li>• All gaskets and mounting parts</li> <li>• Draglink and ball joints</li> </ul>
<p><b>Cooling</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> Up to 36 Months/600 000</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• Radiator, charge air cooler and mounting parts</li> <li>• Fan belts, drive belts</li> <li>• Rollers and tensioner</li> <li>• All hoses, pipes and fittings</li> <li>• All gaskets and mounting parts</li> </ul>	<p><b>Propeller Shaft</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> kms</p>	<p><b>Scania Retarder*</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> kms</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• All hoses, pipes and fittings</li> <li>• All gaskets and mounting parts</li> </ul> <p>*Scania manufactured retarders only. Third party retarders carries manufacturer standard warranty.</p>	<p><b>Electrical*</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✗ <b>Drive Line Warranty</b></p> <p>* All control units, starter, alternator will only be covered in the event of proven product defect</p>
<p><b>Fuel and Exhaust</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> Up to 36 Months/600 000</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• Fuel tank caps SCR cap, breathers</li> <li>• All hoses, pipes and fittings</li> <li>• All gaskets and mounting parts</li> </ul>	<p><b>Non-Driven Axles</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> kms</p>	<p><b>Frame and Suspension</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> kms</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• Air springs</li> <li>• All hoses, pipes and fittings</li> <li>• All mounting parts</li> </ul>	<p><b>Instruments</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✗ <b>Drive Line Warranty</b></p>
<p><b>Clutch*</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> Up to 36 Months/600 000</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• All gaskets and mounting parts</li> </ul> <p>* Excludes normal wear-and-tear</p>	<p><b>Driven Axles</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> kms</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• All hoses, pipes and fittings</li> <li>• All gaskets and mounting parts</li> </ul>	<p><b>Engine Control*</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✗ <b>Drive Line Warranty</b></p> <p>*Excludes normal wear and tear, control units covered if proven product defect</p>	<p><b>Cab</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✗ <b>Drive Line Warranty</b></p>
<p><b>Hubs and Wheels*</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✓ <b>Drive Line Warranty:</b> kms</p> <p>Drive line specifically excludes:</p> <ul style="list-style-type: none"> <li>• All hoses, pipes and fittings</li> </ul> <p>*Excludes tyre, valves, rims (both steel and alloy) and wheel studs</p>	<p><b>Complementary &amp; Body*</b></p> <p>✓ <b>Full Vehicle Warranty:</b> 12 months unlimited km's</p> <p>✗ <b>Drive Line Warranty</b></p> <p>*Only for Scania manufactured items / Third party warranty terms will apply for fitments not manufactured by Scania</p>		

\* The above table's shows generic terms and inclusions for further details see Warranty agreement for specific vehicle.