

I. SCOPE

1. Hyva warranty conditions, as described in this document, are applicable to all Hyva products within the following product groups:
 - Hyva Tipping Solutions
 - Hyva Container Handling
 - Hyva Cranes (ATM cranes: Hyva Crane, Amco Veba, Amco Veba Marine, Ferrari, Kennis)
 - Hyva Waste Handling
 - Truck and Trailer
 - Spare Parts
2. These warranty conditions apply to all Hyva products as stated above worldwide.
3. These warranty conditions are the minimum warranty standards applicable to all Hyva products. This is considered as Hyva standard warranty.

Whenever a product is eligible for the extended warranty, extended warranty conditions are provided in a separate extended warranty document. Otherwise, these warranty conditions shall have priority over any other warranty provisions mentioned in the product documentation including but not limited to the product manuals, instructions and technical specifications.

4. Due to the nature of Hyva Products, most of Hyva customers are considered professional customers, i.e. natural persons who are acting as professionals within the scope of their economic activity (trade, business, craft, liberal profession) or legal entities. If owners are consumers within the meaning of applicable law, i.e. they are acting outside the scope of their economic activity (trade, business, craft, liberal profession), these Warranty Conditions apply to the extent that they do not limit or are in conflict with the protections granted by the applicable consumer protection laws.

II. WARRANTY CONDITIONS

1. With the exception to Hyva Tipping Solutions products, the warranty is valid only when the Warranty Certificate is properly completed. Hyva reserves the right to refuse warranty service in the absence of the filled-in Warranty Certificate.
2. The warranty covers all defects in product material and workmanship. It is limited to repair of the defect or replacement the defective part or at Hyva's discretion replacement of the product itself. To the extent permitted by law, Hyva explicitly rejects any liability for costs of product fitting and removal, vehicle or product down time, replacement costs, transport or import costs, loss of earnings or profit, any damages caused by Hyva products, including but not limited to any environmental damages or related mitigation or clean-up costs, excessive or unreasonable labor costs.
3. The warranty period for all new products is twelve (12) months from the date of first use of the product as defined below.

Hyva reserves the right to refuse warranty service twenty four (24) months from the product production date.

The warranty period for the spare parts shall be: worldwide with the exception of China and India: twelve (12) months from the invoice date; China: three (3) months from the invoice date; India: six

(6) months from the invoice date.

The warranty period for refurbished products shall be six (6) months from the invoice date.

4. The date of first use shall be determined as follows, per product:

Hyva Tipping Solutions:	Vehicle Registration date
Hyva Container Handling:	Vehicle Registration date/ Date of Warranty Certificate
Hyva Cranes (ATM all brands):	Vehicle Registration date/ Date of Warranty Certificate
Hyva Waste Handling:	Vehicle Registration date/ Date of Warranty Certificate
Spare parts:	Invoice date
Refurbished:	Invoice date

5. All Hyva products must be installed, operated, maintained and repaired in accordance with the relevant Hyva instructions. Only the original Hyva parts shall be used. Otherwise, these warranty terms shall be void.

6. The warranty is not applicable to cases other than defects in material and workmanship. The warranty does not apply to:

- Damage caused by incomplete or erroneous installation except for installations done by Hyva Group companies;
- Damage caused by misuse, abusive or inappropriate operation, including but not limited to operation not in accordance with products' operating manuals or by operators not trained to operate the Hyva equipment. In case of doubt regarding whether the Product was operated properly, the burden of proof shall be with the owner;
- Damage as a result of maintenance not carried out in accordance with the Hyva operating & maintenance instructions and manuals;
- Wear or tear of parts caused by inappropriate storage and/or transport damage of products delivered ex-works;
- Product components subject to normal wear and tear, including but not limited to filters and hydraulic oil, moving/ sliding parts like bushings or pins;
- Operation with hydraulic pressures/ flow/ temperature higher than specified on the part specifications;
- Where corrosion of unpainted parts occurs;
- Damages as a result of corrosion happening due to rough cleaning (i.e. usage of high pressure rinsing or aggressive agents such as salt or cement), or in the context of marine use;
- Primer paint coating;
- Damage due to the use of inappropriate oil (inappropriate oil type or inappropriate oil viscosity);
- Where unauthorized modifications have been performed;
- Where maintenance or repair is performed by a non-authorized Hyva Service Partner;
- Damage caused by other forces beyond Hyva control;
- Products or their parts of components which are not purchased through the legitimate Hyva distribution channels.

7. Hyva reserves the right to deny warranty service in case it has reasonable grounds to believe that the customer/owner is abusing its warranty rights or one of the exclusions stipulated by these conditions apply.

8. During the warranty period, the warranty is transferable to subsequent owners of a vehicle on which the products are installed on.

III. OWNER'S RESPONSIBILITIES

1. Owner is responsible for properly operating and maintaining the product and the vehicle on which the product is installed in accordance with the instructions described in Hyva operating & maintenance instructions and manuals.
2. In order to have repairs made under Hyva Warranty, owner must retain maintenance inspection records to show that the required maintenance inspections have been performed.
3. It is the owner's responsibility to ensure that all services are carried out as required and detailed service records are kept and that the maintenance and service records are completed at the time of service. Hyva will not necessarily deny a warranty claim solely because the owner does not have records to show that the product has been maintained. However, damage or failures caused by lack of proper maintenance are not covered under Hyva Warranty. In some cases, owner may be asked to provide proof of servicing and vehicle maintenance to verify whether warranty coverage is available for some types of repairs.
4. Damages suffered during transport are not covered via the standard warranty procedure. If they occur, the owner shall contact the seller of the Hyva product for handling.

IV. WARRANTY PROCEDURE

1. In order to receive warranty service under this Warranty the owner must take the product to a Hyva Service Partner during normal service hours.
2. While any Hyva Service Partner will perform warranty service which is covered by this warranty, Hyva recommends that you return to the Hyva partner where you purchased your vehicle/product because of their continued personal interest in you.