

GUARANTEE AND CLAIM CONDITIONS OF MATADOR CONVEYOR BELTS

I. GENERAL PROVISIONS

Continental Matador Rubber Ltd., Id. No. 36709557, incorporated in the trade registry of the District Court in Trenčín, file no. 17315/R, has a certified quality management system for the production of conveyor belts in accordance with ISO 9001.

A conveyor belt (hereinafter only product) is a construction element of a conveyor which consists of elastic components whose properties make it possible to transfer traction forces and to transport loose or lump materials.

It is a general buyer's duty to handle the products according to instructions which are stated in catalogues, instructions and technical and informative materials of Continental Matador Rubber Ltd.

II. GUARANTEE CONDITIONS

1. Producer's liability

1.1 The producer is liable for

- » the quality of the product. The product must meet technical parameters according to conditions agreed with the buyer in a valid purchase agreement, resp. according to standards relating to the product.
- » production defects for which the product had to be put out of operation prematurely, unless caused by reasons stated in point 1.2

1.2 The producer is not liable for

defects of products which were caused by:

1. wrong kind of transport
2. wrong manipulation of products outside Continental Matador Rubber Ltd. company
3. wrong storing of products outside Continental Matador Rubber Ltd. company
4. wrong or unprofessional assembly
5. use of improper construction of conveyor system
6. unsuitable technical condition of the conveyor
7. insufficient maintenance and cleaning of the conveyor

8. the fact that the product was used contrary to the instructions of use and under other operating conditions than conditions for which it was intended
9. overloading of the product
10. mechanical damage of the product
11. incompetent technical interference with the construction of the product by the buyer
12. incompetent repairs with consequent damage of the product
13. damage or depreciation of the product due to other influence such as natural catastrophe, vandalism etc.

2. Scope and conditions of guarantee

2.1 General

Fabric conveyor belts:

- TRANSBELT – the guarantee is provided for production defects for a period of 36 months and starts on the date of delivery. The day of fulfilment of delivery is agreed in a concrete purchase agreement.

- SHOCKBELT, FIREBELT V, FIREBELT K, THERMBELT, FROSTBELT, ECOTUBELT, OILBELT, CHEMICALBELT – the guarantee is provided for production defects for a period of 24 months and starts to run on the date of delivery. The day of fulfilment of delivery is agreed in a concrete purchase agreement.

Steel cord conveyor belts:

- STEELBELT - the guarantee is provided for production defects during a period of 36 months and starts on the date of delivery. The day of fulfilment of delivery is agreed in a concrete purchase agreement.

- SHOCKBELT, FIREBELT V, FIREBELT K, FROSTBELT - the guarantee is provided for production defects for a period of 24 months and starts to run on the date of delivery. The day of fulfilment of delivery is agreed in a concrete purchase agreement.

These guarantee and claim conditions are valid for an operation in accordance with the conditions agreed in the purchase agreement.

III. CLAIM CONDITIONS

The claims must be made in the form of a written protocol with the supplier of an investment complex or the producer of the conveyor belt without delay following the detection of a defect. In case the defect is apparent already at the time of delivery the buyer is obliged to refuse the defect product.

The claim of the buyer will be settled individually after the submission of written data on the claimed defect. The producer is obliged to respond to the claim within 30 days upon submission to the producer. The buyer and seller can agree an individual longer term if it is necessary for the settlement of the claim, especially if the claim should be completed with other documents etc.

Data which the buyer is obliged to state in the claim protocol:

- » name, full address, telephone
- » bank connection, account number, Id.No., Tax No., VAT No.
- » data on the product: type, construction, product identification number, date of production
- » date of putting into operation
- » information on operational environment, transported material, length of the product, type of conveyor
- » reason for claim, description of claimed defect
- » data on eventual damage or harm to health
- » date and signature of authorized person

1. The claimants are obliged:

- » to write the data required in the protocol necessary for the processing of claim
- » to attach a document on the purchase of the product
- » to clean the product properly and mark the claimed defect adequately
- » to secure the inspection of the product following a request of the producer resp. to provide samples.

2. The producer of the conveyor belt or an authorized person which is in charge of the claim is entitled:

- » to verify the correctness of data stated in the claim protocol
- » to dispose of the claimed product according to one's own discretion (cutting apart, cutting out, separation of rubber covers etc.) in the interest of proper assessment of the defect. This results in no rights of the claimant if the claim is not recognized.
- » if the buyer does not agree with the destruction of the product he must state this fact in writing in a protocol which enables however the producer to stop the claim proceedings and reject the claim
- » if the product does not have an identification number the producer can not include this product in the claim proceedings.

IV. FINAL PROVISIONS

1. The buyer will receive a report on the claim results

- » within 30 days upon making the claim.

2. Settlements of recognized claims are as follows:

- » financial settlements, making out a credit note in favour of buyer's bank account, payment on buyer's account or by postal order
- » in case of removable defects of the product the producer will have the defects removed on his own costs within 30 days upon recognition of the claim
- » delivery of a new faultless product.

3. Compensations due to loss of time:

- » The producer does not provide any compensation due to the loss of time resp. standing times even if the claim of the product was accepted.

These guarantee and claim conditions are valid from 1st January, 2015.