

KENDA Warranty Policy

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Please read all the provisions of this Warranty Policy carefully before agreeing to them. Without limitation We draw Your attention to Clause 5 (What is excluded from the warranty?) and Clause 8 (Are there any limitations to KENDA's liability?).

1. Introduction

- 1.1 We grant a warranty in respect of all Products that You purchase from Us and have paid for in full in accordance with the terms of this Warranty Policy ("Warranty Policy").
- 1.2 Nothing in this Warranty Policy shall be deemed to limit or exclude Your responsibility or the responsibility of Your customer to maintain the Products that You purchase from Us and keep them in a proper and safe operating condition at all times.
- 1.3 This Warranty Policy forms a part of the KENDA General Terms of Sale ("Terms"). Any word defined in Clause 20 of the Terms shall have the same meaning when used herein.

2. What is the scope of the warranty?

- 2.1 We warrant that any Product that You purchase from Us and have paid for in full conforms to the agreed specifications and all applicable European Union laws and regulations on the Delivery Date.
- 2.2 We warrant that any Product that You purchase from Us and have paid for in full will be free from material defects in design, material, or workmanship under normal use during the applicable Warranty Period (see Clause 3).

3. How long is the warranty period?

- 3.1 Any Product that You purchase from Us and have paid for in full will be covered by Our warranty for a specified period after the Delivery Date as follows ("Warranty Period"):

Wheel Category	Description	Warranty Period
Steel wheels	Small, light-duty, up to 8"	24 months
	Over 8" high-speed highway	24 months
	Over 8" and agricultural/OTR/industrial/ horticultural	24 months
Alloy wheels	High-speed highway	18 months
PP wheels (plastic)	All types	24 months
Dual wheel systems	All types	24 months
Dual wheel solutions	All types	24 months
MTM solutions	All types	24 months

Tyre Category	Description	Warranty Period
Pneumatic tyres	High-speed highway	36 months
	Forklift & industrial	36 months
	Turf/ground care	36 months
	ATV/leisure	36 months
	Agricultural	36 months
	Forestry	36 months
	Material handling & wheelbarrows	24 months
Solid tyres	Forklifts	36 months
	Bicycle	24 months
	Others	24 months
PU tyres	Standard	36 months
Tubes	Standard	24 months

- 3.2 Any Product for which a Warranty Period is not specified in the above tables is warranted for 24 months after the Delivery Date. No warranty is, however, granted in respect of consumables that are used quickly or need to be replaced often as reasonably determined by Us.
- 3.3 Warranty repairs or replacements are warranted for the remainder of the original Warranty Period of the Product or for 90 calendar days from delivery of the warranty repair or replacement to You, whichever period is longer.

4. What is included in the warranty?

- 4.1 Subject to the limitation of liability and disclaimer provisions in the Contract, the Terms and/or this Warranty Policy, if We find that a warranty claim is justified, We will, at Our option and expense, within a reasonable time:
 - 4.1.1 Repair the Product or part and deliver the warranty repair to You,
 - 4.1.2 Replace the Product or part with a comparable product or part, and deliver the warranty replacement to You,
 - 4.1.3 Grant You a Price reduction based on the diminished use of the Product as a result of the Non-Conformity, or
 - 4.1.4 Terminate the Contract in respect of the Product and refund any Price paid by You less a reasonable allowance for use and obsolescence.
- 4.2 If We fail to make good any Non-Conformity within a reasonable time You may by notice in Writing to Us fix a final reasonable time for completion of Our obligations, which shall not be less than 10 Business Days. If We fail to fulfil Our obligations within such final time You may terminate the purchase of the Product, without undue delay, by notice In Writing to Us with immediate effect.
- 4.3 Any Product or part for which warranty service is provided under Clause 4.1.1, 4.1.2, or 4.1.4 shall become Our property. Upon Our request, You shall return such Product or part to Us, at Our expense, or dispose of it, at Your expense.
- 4.4 A "comparable product or part" in Clause 4.1.2 means an item of like kind and quality that performs to the specifications of the replaced product or part as a minimum, as reasonably determined by Us.
- 4.5 If We find, in Our reasonable opinion, that a warranty claim is not justified You shall reimburse Us for all reasonable costs and expenses incurred by Us as a result of the warranty claim.

5. What is excluded from the warranty?

- 5.1 Our warranty does not cover any Non-Conformity caused by: 1. Incorrect storage, mounting, repair, maintenance, or use, 2. Incorrect repair by anyone other than Us, 3. Continued use after discovery of the Non-Conformity, 4. Alteration or modification of original condition, 5. Mounting on axels, vehicle, or application by anyone other than Us, 6. Added material (e.g., tyre fillers or sealants), 7. Road hazards (e.g., punctures, cuts, or snags), 8. Vehicle condition, 9. Wheel condition, 10. Incorrect tyre size or pressure, 11. Tyre or wheel imbalance, 12. Wheel misalignment, 13. Overloading or racing, 14. Running on a flat tyre, 15. Wreck, collision, or fire, 16. Use of tyre chains, 17. Normal wear or tear, 18. Any drawing, design, specification, or instruction provided by You, 19. Use for any purpose other than that specified by Us, or 20. Any other cause beyond Our control.
- 5.2 Only tyres with a minimum of 30 % tread depth remaining evenly across the face of the tread, or where there is a legal minimum above 30 % in any relevant jurisdiction only tyres above the specified legal minimum, are covered by Our warranty.
- 5.3 Any additional costs incurred by Us in making good any Non-Conformity caused by the Product being located in a place other than the destination stated in the Contract shall be refunded by You.

6. How do You make a claim?

- 6.1 Any warranty claim shall be notified in Writing to Us, using Our warranty claim form, within 10 Business Days after the Non-Conformity was discovered or ought to have been discovered, and in any event within 10 Business Days after expiry of the Warranty Period.
- 6.2 Any warranty claim shall be accompanied by a detailed description and photos, where relevant, of the Non-Conformity and a copy of invoice(s) and signed delivery receipt(s).

- 6.3 We may request that You return any Product or part to Us, at Our expense, or allow Us to inspect any Product or part, and/or provide further information to Us to enable Us to assess a warranty claim.
- 6.4 If You fail to comply with the requirements of this warranty, You will be deemed to have waived all claims that You would otherwise have in relation to any Non-Conformity.

7. What applies to epidemic failures?

- 7.1 If, during a short period of time, a large quantity of delivered Products of the same description show evidence of an epidemic failure, i.e., an identical, repetitive Non-Conformity covered by Our warranty, both parties will work together to prepare a mutually acceptable corrective action plan for remedying such epidemic failure.
- 7.2 We shall have the right, pending remedy of such epidemic failure, to postpone further shipments of the relevant type of Product to You, without liability, by giving notice in Writing to You.

8. Are there any limitations to KENDA's liability?

- 8.1 Notwithstanding anything to the contrary in the Contract, the Terms and/or this Warranty Policy, to the maximum extent permitted by

applicable law, We shall in no event be liable to You for any of the following types of loss or damage arising under or in connection with any Contract, the Terms and/or this Warranty Policy (whether in contract, tort (including negligence), breach of statutory duty, or otherwise):

- 8.1.1 Costs relating to sorting,
- 8.1.2 Costs relating to demounting, mounting, or balancing,
- 8.1.3 Disposal costs,
- 8.1.4 Loss of use of vehicle,
- 8.1.5 Cost of rental vehicle,
- 8.1.6 Towing charges,
- 8.1.7 Road service charges, or
- 8.1.8 Inconvenience.
- 8.2 This Warranty Policy sets out Your sole and exclusive rights and remedies, and Our sole and exclusive obligations and liability, for any Non-Conformity of any Product that You purchase from Us.