

VDL Weweler

General Defects Liability Statement Trailer

Apeldoorn 2022



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1. General terms and conditions

VDL Weweler B.V. (hereinafter referred to a 'VDL') shall be liable to the Customer for defects including the non-compliance with express warranties or the failure of the Products to meet guarantees as follows:

- Only original VDL products/parts (referred to as 'Products'), sold directly by VDL that have been approved in writing by VDL for the application they are to be used in, are warranted under this General Defects Liability Statement Trailer (hereinafter referred to as 'Defects Statement') and it is these Products that may only be used to repair defects.
- To be covered by this Defects Statement, VDL Products have to be:
 - inspected immediately upon receipt; and
 - assembled in accordance with VDL's latest **System Installation Guide** (SIG¹), and
 - installed by an original equipment manufacturer (OEM), with written proven evidence of correct installation (e.g. torque settings, etc.); and
 - used in compliance with the (technical) specifications and area(s) of application as stated on the VDL System Drawing(s) and/or Application Matrix ; and
 - properly maintained (as prescribed in the VDL **Maintenance Instructions**¹), with written proof of service history.
- VDL shall, at its sole discretion have the option to; repair, replace, or redeliver any Products which turn out to be defective within the defects liability period for any defect.
- To be warranted under this Defects Statement, vehicles in Zone 1 (see chapter 6. *Defects liability zones in the world*), need to be equipped with an operational EBS brake system and the EBS/ ODR brake system data needs to be provided to VDL upon request. Vehicles in Zone 2 or 3 (see chapter 6. *Defects liability zones in the world*), are required to have at least a load dependent ABS brake system. If a vehicle is equipped with an EBS brake system, the EBS/ ODR brake system data needs to be provided to VDL Weweler upon request.
- The conditions in this Defects Statement are only valid for the first purchaser and cannot be transferred.
- The Customer shall indemnify VDL in excess of the limitation of liability if the ultimate owner/end-user of VDL's Products can make claims directly against VDL.

¹ Available on the VDL website. (<https://www.vdlweweler.nl/support/downloads>)



- In no event shall VDL be liable to Customer, and Customer shall waive and release VDL, from all liability for, loss of profit, loss of revenue, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity) and damage to reputation (regardless of whether any or all of these things are considered to be indirect or consequential losses or damage), loss of information and/or data, for claims arising from Customer's contracts with third parties, and/or any consequential loss. This exclusion of liability, however, does not apply to unlawful intent. These limitations of liability shall also apply for the benefit of VDL's subcontractors, suppliers, agents, directors, officers and employees.
- Irrespective of the legal basis, any and all liability of VDL under this statement shall cease with the expiry of the defects liability period of the Products.
- The defects liability obligations of VDL as set out in this Defects Statement are the sole and exclusive defects liability obligations for the Products and are in lieu of all other warranties (express or implied) under the law(s).

2. Defects Liability Exclusions

The following is excluded from this Defects Statement and VDL shall not be liable for:

- Defects which only insignificantly impair the use of the respective Products.
- Unsubstantial deviations of the Products from the specification of the Products.
- Collateral and/or consequential damage.
- Normal wear and tear².
- Damage to Products caused by:
 - ✓ Faulty or negligent handling,
 - ✓ Excessive strain (e.g. overloading),
 - ✓ Use of unsuitable appurtenances,
 - ✓ Defective installation and/or maintenance,
 - ✓ Modifications to the Products that were not authorized by VDL in writing,
 - ✓ (Pre)commissioning not carried out by VDL,
 - ✓ Inappropriate foundation,
 - ✓ Particular external influences not explicitly assumed to impact on the Products,
 - ✓ Improper or impermissible use of the product,
 - ✓ Any type of accident or other extreme force.
- The use of non-approved VDL Products.
- Any costs and/or damages if the Customer or any third party carries out modifications or repairs, unless agreed otherwise in writing. At any case, VDL shall not be liable if repairs are carried out improperly.
- Products for trials and/or tests. ***(If defects occur to such Products within its respective period, as specified in this Defects Statement, VDL's sole obligation is to redeliver such Products. No other costs whatsoever can be claimed.)***

² The following Supplies are wear parts and therefore subject to normal wear and tear:

Air suspension system:

- Shock absorber
- Air spring
- Silent bush
- Wear plates

Axle lift system:

- Air spring
- Bearings
- Rubber support

3. Defects Liability Evaluation and Process Procedure

- The Customer shall immediately inspect the Products upon receipt and shall notify VDL in writing of any defects without delay by sending an email to: quality@vdlweweler.nl. If the Customer does not notify VDL in writing, the Products are deemed to have been accepted with respect to such defects.
- If Products, that are within their defects liability period, become defective in the field, the Customer shall again immediately notify VDL in writing of such defects by sending an email to: aftersales@vdlweweler.nl.
- Any defects liability claim must be accompanied by comprehensive and significant background information. To provide this mandatory information, please use the Defects Liability Request Form as shown in Appendix A of this statement.
- No later than 2 working days after the Customer's first written notification, VDL will provide an initial response, that will mention a Quality Deviation Report (QDR) number. Every claim case will be issued an unique QDR number which needs to be used in all communication.
- As VDL might request the defective Products back for examination, Customers are not allowed to scrap any defective Products until VDL has agreed to this in writing. Customer shall at VDL's expense and upon request of VDL send the defective Products to VDL. In case defective Products are replaced, title of such defective Products shall pass on to VDL.
- If VDL requests claimed Products back for examination, a preliminary statement of such examination will be provided by VDL within 10 working days after having received the claimed Products and all required information.
- Prior to any repair, replacement or redelivery of Products, the defects liability claim in question must be acknowledged by VDL in writing.
- VDL shall be given adequate time and opportunity to remedy the defect.
- If a claim is granted and VDL decides to replace or redeliver a defective part, VDL will arrange the transport to its Customer and depending on the agreed INCOTERMS, possibly invoice the Customer accordingly, unless agreed otherwise in writing.
- If a claim is rejected, VDL Weweler has the right to charge its Customer with any cost it might have made in relation to the claim (e.g.: administration, transportation, investigation, etc.).

4. Defects Liability Coverage

The defects liability coverage starts at the respective vehicle registration date and expires when;

- the time period specified in the Defects Liability Tables (chapter 5 of this Defects Statement) is reached, or
- at **1.000.000km for Zone 1**, or
- at **750.000km for Zone 2**, or
- at **500.000km for Zone 3**

In all of the above cases, the following shall apply; **'whatever comes first'** and in any event, the defects liability period shall end no later than 72 months from the beginning of the original defects liability period.

5. Defects Liability Tables

Trailer Air Suspension Systems

ZONE 1.		Curtainsider, Cooler, Box, Container, Flatbed.		Tankers/ Silo, Mega.		Walking Floor, Tipper. (Std. Off-road)		Logging, Low-loader, Specials, Etc.	
Max Axle load	Trailingarm (width)	On-road	Off-road	On-road	Off-road	Light Duty	Heavy Duty	On-road	Off-road
9T	75mm	S	W!	W!	-	-	-	-	-
	95mm	O	S	S	W!	S	-	-	-
	MBS	O	S	O	S	S	W!	W!	-
9-13T	100mm	O	O	O	S	O	S	S	S

Standard defects liability period in months for 'S' and 'O' variants excl. wear parts.	48	36	48	36	36	36	24	Months
Standard defects liability period in months for wear parts* of 'S' and 'O' variants.	36	24	36	24	24	24	18	Months

S = Standard

O = Optional

- = Not applicable

W! = Consult VDL. If approved in writing by VDL, the defects period may vary from the standard.

*** Excluding normal wear & tear**

Trailer Air Suspension Systems

ZONE 2.		Curtainsider, Cooler, Box, Container, Flatbed.		Tankers/ Silo, Mega.		Walking Floor, Tipper. (Std. Off-road)		Logging, Low-loader, Specials, Etc.	
Max Axle load	Trailingarm (width)	On-road	Off-road	On-road	Off-road	Light Duty	Heavy Duty	On-road	Off-road
9T	95mm	S	-	S	-	-	-	-	-
	MBS	O	O	O	O	O	W!	W!	-
9-13T	100mm	O	S	O	S	S	S	S	S

Standard defects liability period in months for 'S' and 'O' variants excl. wear parts.	36	24	36	24	24	24	18	Months
Standard defects liability period in months for wear parts* of 'S' and 'O' variants.	24	18	24	18	18	18	12	Months

S = Standard

O = Optional

- = Not applicable

W! = Consult VDL. If approved in writing by VDL, the defects period may vary from the standard.

*** Excluding normal wear & tear**

Trailer Air Suspension Systems

ZONE 3.		Curtainsider, Cooler, Box, Container, Flatbed.		Tankers/ Silo, Mega.		Walking Floor, Tipper. (Std. Off-road)		Logging, Low-loader, Specials, Etc.	
Max Axle load	Trailingarm (width)	On-road	Off-road	On-road	Off-road	Light Duty	Heavy Duty	On-road	Off-road
9T	MBS	O	W!	O	-	W!	-	W!	-
9-13T	100mm	S	S	S	S	S	S	S	S

Standard defects liability period in months for 'S' and 'O' variants excl. wear parts.	24	18	24	18	18	18	12	Months
Standard defects liability period in months for wear parts* of 'S' and 'O' variants.	12	12	12	12	12	12	12	Months

S = Standard

O = Optional

- = Not applicable

W! = Consult VDL. If approved in writing by VDL, the defects period may vary from the standard.

*** Excluding normal wear & tear**

Important Notes:

Note 1: The (technical) specifications and area(s) of application as stated on the VDL System Drawing(s) and/or Application Matrix must be complied with at all times.

Note 2: Definition On-road: Transport on paved/sealed roads. (e.g. asphalt or concrete surface.)

Note 3: Definition Off-road: Transport leaving paved / sealed roads. Gravel roads are being regarded as Off-road.

Light duty: Vehicles that depart the paved / sealed roads for only short periods of time / distance for (un)loading.

Heavy duty: Vehicles that operate on unsurfaced / heavy ground roads for longer periods of time / distance. Often used in combination with all-wheel driven vehicles. (e.g. mining.)

Note 4: Applications, alterations, modifications, etc. (e.g. vehicle with a C.O.G. higher than the permissible C.O.G. on the System Drawings), always require written approval of VDL.

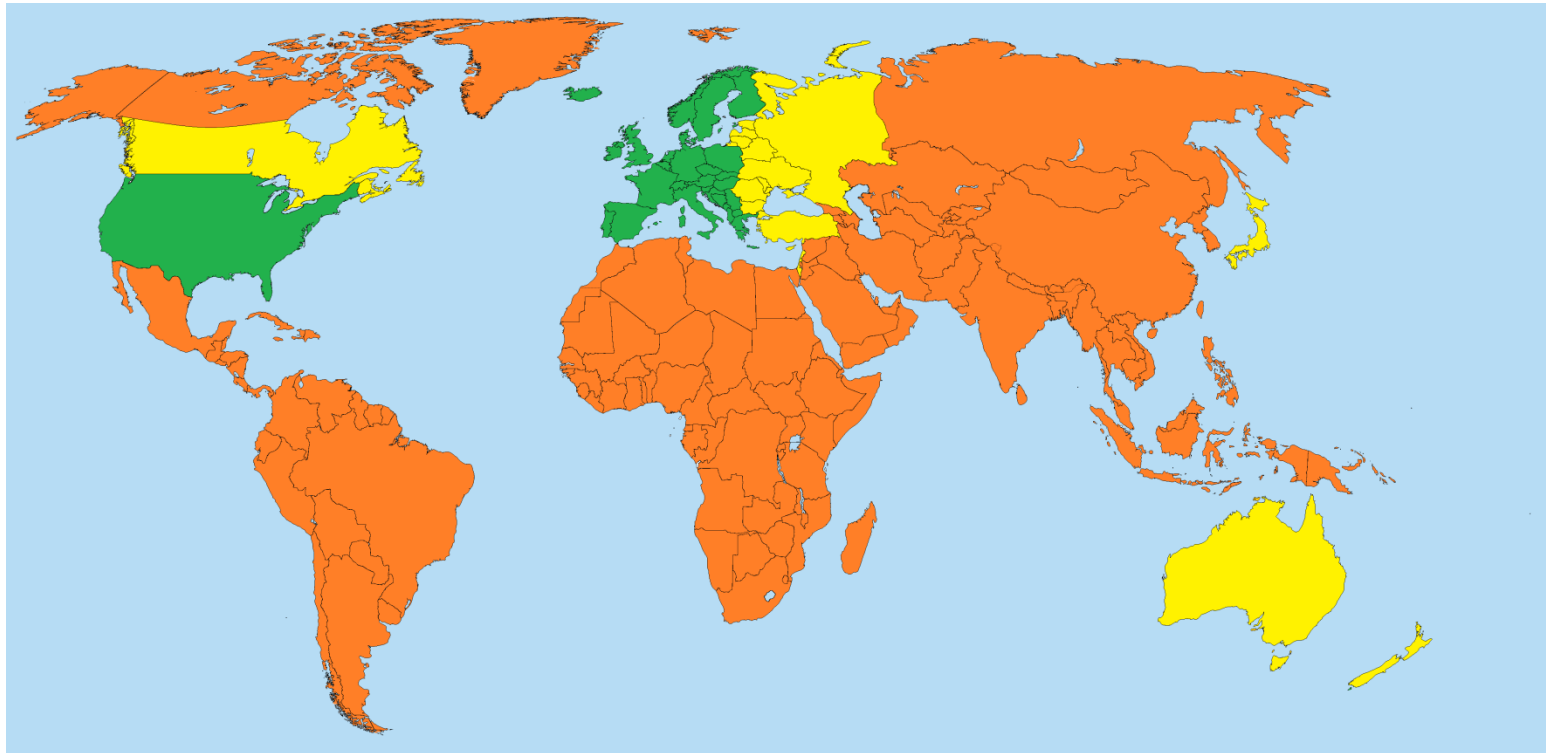
Note 5: Contact VDL if your trailer specification deviates from the general specifications mentioned in the Tables, the Application Matrix.

Note 6: In case of any doubt / uncertainties or questions for that matter, VDL should always be contacted.

6. Labour

Please contact VDL for your specific labour cost compensation scheme.

7. Defects Liability Zones in the world



ZONE 1: GREEN

ZONE 2: YELLOW

ZONE 3: ORANGE

Note: The area of operation determines which zone and defects liability conditions to use. In case the area of operation spreads over multiple zones, the zone where the claim originated is leading.

7.1 Zone Specification

Zone 1

Western-Europe: Albania, Austria, Belgium, Bosnia and Herzegovina, Croatia, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Macedonia, Norway, Poland, Portugal, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Netherlands, United Kingdom.

Others: United States (*excluding Alaska, which is specified as Zone 3*).

Zone 2

Eastern-Europe: Belarus, Bulgaria, Estonia, Latvia, Lithuania, Moldova, Romania, Turkey, Ukraine, Russian regions (*North Caucasian, Southern Russia, Central Russia, North-western Russia and Volga; All other Russian regions are specified as Zone 3*).

Others: Australia, Canada (*excluding the Yukon territory, the Northern Territories and Nunavut, which are specified as Zone 3*), Israel, Japan, New-Zealand.

Zone 3

Rest of the World

Appendix A. (Defects Liability Request Form)

Recipient		Sender	
Company:	VDL Weweler Ecofactorij 10 NL-7325 WC Apeldoorn	Company:	
Department:	Aftersales	Department:	
E-mail:	aftersales@vdlweweler.nl	Name:	
Phone No.:	+31 (0) 55 5385132	E-mail:	
		Phone No.:	
		Date:	

Your claim can only be processed by VDL when this form is filled out completely and photos of the damaged part(s) are included.

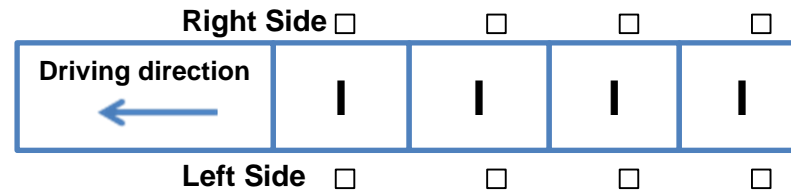
If VDL informs you that no further examination is required and the part may be scrapped, please do so as environmentally friendly as possible.

Required information

Customer defects liability request No.	
Detailed explanation of the problem	
Circumstances that caused the malfunction	

Vehicle and/ or product information	Type of vehicle ³	
	Vehicle specification ⁴	
	System specification ⁵	
	Location/ Address	
	Contact Information ⁶	
	Contact	
	Chassis Number	
	Mileage (Km)	
	Country of registration	
	Registration Date (d-m-y)	
	Vehicle Owner	

Position under the vehicle:



Off Road Usage: Yes No
Operated in Zone: 1* 2 3
EBS/ ECAS/ ODR data Yes No





*** NOTE:** *EBS / ODR data and written proof of service history needs to be made available upon request by VDL! In Zones 2 & 3 EBS/ ODR data is required only when the vehicle is equipped with an EBS brake system.*

³ Type of trailer (for example; Curtainsider.
⁴ The trailer's C.O.G., width, height, etc.
⁵ Axle load, trailing arm width, etc.
⁶ Phone, Email, etc.

Required information

VDL Weweler B.V. Part Number	
VDL Weweler B.V. Date Code	

The position of the **Date Code** varies between products.

Product	Position Date Code	Examples
Air Spring/ Air bellow	Code on the rubber Products	
Trailing Arm	Code on the trailing arm eye or Code on trailing arm tail-end	
Shock Absorber	Code on the cylinder	
Axle lift	Code sticker on the bracket (Position may vary, depending on axle lift)	



Pictures of applicable item(s)

Position	Picture
Top	
Bottom	
Left Side	
Right Side	
Back side	
Front Side	
Detailed Picture(s) of Damage	
Additional	