

GUARANTEE CONDITIONS

(As at August 2010)

**This English version of the Guarantee Conditions is only for translation purposes.
Only the German version is binding upon the Parties.**

Extent of the contractual guarantee

JOST-Werke GmbH (hereafter referred to as "JOST") offers a guarantee for the JOST products of the brands JOST, ROCKINGER and REGENSBURGER ZUGGABEL specified in the following table, the duration of which is also shown in the table, depending on the type of product. The guarantee runs from the date of the initial purchase of the product from JOST itself or from an authorised specialist dealer. The guarantee applies worldwide and refers to the correct dimensional and material properties and the proper function of the following JOST products:

<i>Ball bearing turntables and slewing rings</i>	3 years or 300,000 km, whichever occurs first.
<i>Fifth wheel couplings and mounting plates</i>	3 years or 500,000 km, whichever occurs first.
<i>KKS (Automatic coupling system)</i>	2 years.
<i>Landing gear drives (Easy Drive)</i>	2 years.
<i>Dual-height fifth wheel systems</i>	3 years or 500,000 km, whichever occurs first.
<i>Sliders</i>	3 years or 500,000 km, whichever occurs first.
<i>King pins and accessories</i>	3 years.
<i>Landing gears</i>	3 years.
<i>Hubodometers</i>	2 years.
<i>Components for intermodal transport</i>	2 years.
<i>Drawbars</i>	1 year.
<i>Towing hitches for commercial vehicles</i>	2 years.
<i>Towing hitches for agriculture and forestry</i>	1 year.

The guarantee applies irrespective of the guarantee obligations of the seller arising from the purchase contract with the end-customer, and has no effect on these obligations.

Contents of the guarantee

JOST will rectify any faults to the JOST product, which are due to a material and/or processing fault, and which are reported to JOST within the guarantee period, free of charge. JOST will decide at its own discretion on the measures taken to rectify the fault. The repair of parts or the replacement of the JOST product will be on a replacement basis with an equivalent product. The guarantee with regard to the repaired or replaced parts will continue for the remaining term of the guarantee period. All

original parts replaced during the provision of such services become the property of JOST; the new or replacement parts become the property of the customer.

The guarantee is subject to the following conditions:

- The information in the JOST technical documentation is observed, the installation, operating and maintenance instructions are observed using JOST original replacement parts, and confirmation is provided of correct storage.
- JOST must be notified immediately of the complaint, and the products under complaint made available to JOST if necessary.
- All questions by JOST relevant for the clarification of the facts of the matter must be answered immediately and fully. The relevant questions can be found on the Internet at www.jost-world.com.
- JOST must be given the opportunity to examine the products or check them on site.
- No change must be made to the situation which would render the appropriate findings impossible.
- Following consultation with JOST, all necessary measures must be taken in order to minimise the damage.

Guarantee exclusion

The guarantee does not apply to JOST products on which the fabrication number has been removed, changed or rendered illegible. The guarantee does not cover the following damage:

- Damage due to accident or incorrect or improper operation, in particular the failure to observe the JOST installation, operating and maintenance instructions;
- Damage as a result of incorrect cleaning, improper repair or faulty maintenance;
- Damage as a result of servicing work not carried out by JOST or authorised representatives of JOST;
- Damage due to the use of parts not manufactured or distributed by JOST;
- Damage due to modifications not approved in advance in writing by JOST;
- Damage caused by transport, negligence, incorrect storage, force majeure or the operating environment;
- Damage as a result of overloading or normal wear and tear;
- Damage as a result of surface damage caused by mechanical stress.

Additional charges will be applied for work, transport and parts for services provided by JOST in connection with the rectification of faults or damage attributable to one of the above grounds for exclusion.

Force majeure

JOST is not liable for damage in the provision of such services which result from the fact that employees, agents or contract partners of JOST are impeded in the performance of their obligations, or provide them late, due to circumstances beyond their immediate control. Such circumstances include fire, flooding and social unrest.