

HIGHWAY CARE – SERVICING AND EXTENDED WARRANTY TERMS AND CONDITIONS

These “**Extended Warranty Conditions**” set out the basis on which Highway Care Limited agrees to provide an extended warranty in addition to those set out in the Highway Care Terms and Conditions for the Supply of Goods and Services (“**Conditions for the Supply of Goods and Services**”) solely in respect of the Warranted Products (as defined below) as set out below.

1 DEFINITIONS

1.1 In these Extended Warranty Conditions, both expressions defined and used in these Extended Warranty Conditions and the rules of interpretation to be applied shall have the same meaning set out in the Conditions for the Supply of Goods and Services.

1.2 In these Extended Warranty Conditions, the following definitions apply:

“**Excluded Items**” means certain parts and components of the Warranted Products including the camera systems, beacons, road lights and autobrake system (as applicable) or such other parts and components made known to the Customer by Highway Care from time to time.

“**Extended Warranty**” means the warranty provisions set out in these Extended Warranty Conditions.

“**Extended Warranty Term**” means the term of this Extended Warranty as set out in clause 3.1.

“**Highway Care Authorised Repairer**” means the agency trained and engaged by Highway Care in the repair and maintenance of the Warranted Products which shall be Aftercare Response (Bevan Motor Bodies Ltd) or such other agency or agencies as notified to the Customer from time to time.

“**Impact Protection Vehicle**” or “**Automated Cone Laying Machine**” means the vehicle owned by the Customer on which the Warranted Products are fitted.

“**Warranted Products**” means the SS90 Crash Cushion, Horizont Light Arrow System, Prism Sign and Blind Mechanism installed on an Impact Protection Vehicle or the FALCON Automated Cone Laying Machine installed on an Automated Cone Laying Machine vehicle.

“**Warranty Documentation Pack**” means the documents provided by Highway Care to the Customer on delivery which lists the specific Warranted Products to which the Extended Warranty applies.

2 HIGHWAY CARE WARRANTY

2.1 Subject to the appropriate confirmation specified in the Order, these Extended Warranty Conditions shall only apply to those Warranted Products that are purchased by the Customer as set out in the in Order.

2.2 The Extended Warranty shall be in addition to, and shall not replace or alter, the warranty provisions set out in the Conditions for the Supply of Goods and Services.

3 SCOPE OF THE EXTENDED WARRANTY

3.1 The Extended Warranty covers a failure of the Warranted Products to be free from material defects in manufacturing and design for 3 years from the date specified in the Warranty Documentation Pack (“**Extended Warranty Term**”).

- 3.2 The Extended Warranty shall terminate automatically at the end of the Extended Warranty Term.
- 3.3 The Extended Warranty shall not cover the Excluded Items.
- 3.4 Subject to clause 5.1, Highway Care or the Highway Care Authorised Repairer shall, at its option, repair or replace the defective Warranted Products, only if:
- 3.4.1 the Customer gives notice in writing during the Extended Warranty Period within seven days of discovery that some or all of the Warranted Products do not comply with the warranty set out in clause 3.1 giving full details of such non-compliance;
 - 3.4.2 no use is made of the defective Warranted Products following the notice given in clause 3.4.1;
 - 3.4.3 Highway Care or the Highway Care Authorised Repairer is given a reasonable opportunity of examining such Warranted Products and determines, acting reasonably, that the Warranted Products are defective; and
 - 3.4.4 the Customer (if asked to do so by Highway Care or the Highway Care Authorised Repairer) returns such Goods to Highway Care's or the Highway Care Authorised Repairer's place of business at the Customer's cost.

4 **SERVICING**

- 4.1 The Customer must make the Warranted Products available for service inspections during the Extended Warranty Term and in accordance with the service inspection schedule timings as notified to the Customer by Highway Care or the Highway Care Authorised Repairer (as applicable).
- 4.2 [The Customer must ensure the Warranted Products are regularly serviced in accordance with the service schedule. The Customer must ensure that the service log book is duly stamped and updated as evidence that the recommended servicing has been completed.]
- 4.3 If the Impact Protection Vehicle or Automated Cone Laying Machine Vehicle on which the Warranted Products are fitted has been unused for a period of 3 months or longer before being deployed, the Customer must inform Highway Care and the Highway Care Authorised Repairer prior to the service inspection taking place pursuant to clause 4.1.
- 4.4 Highway Care shall give the Highway Care Authorised Repairer details of the Customer and the Warranted Products on or around the date of chassis registration.
- 4.5 The Extended Warranty shall automatically terminate if the Customer fails to make the Warranted Products available to the Highway Care Authorised Repairer for any service inspection pursuant to clause 4.1.

5 **EXCLUSIONS**

- 5.1 Highway Care shall not be liable for the Warranted Products' failure to comply with the Extended Warranty if:
- 5.1.1 the Customer makes any further use of such Warranted Products after discovery in accordance with clause 3.4.1;
 - 5.1.2 the Customer makes further use of such Warranted Products after a defect or failure became apparent, or ought to have become apparent, to the Customer.

- 5.1.3 the defect arises because the Customer failed to follow Highway Care's or Highway Care's Authorised Repairer's oral or written instructions or recommendations as to the storage, installation, commissioning, use, operation or maintenance or servicing of the Warranted Products or (if there are none) good trade practice;
- 5.1.4 the defect arises due to the location of the Warranted Products decided by the Customer, or the effects of frost, heat or inclement weather;
- 5.1.5 the Customer alters or repairs such Warranted Products or combines them with any third party goods, without the prior written consent of Highway Care;
- 5.1.6 the defect arises as a result of fair wear and tear, or accidental damage, or wilful damage, negligence, or abnormal working conditions; or
- 5.1.7 the Customer has any repairs of the Warranted Products performed by any person other than the Highway Care Authorised Repairer.

6 CUSTOMER OBLIGATIONS

- 6.1 Before any work is carried out under this Extended Warranty, the Customer must provide Highway Care or the Highway Care Authorised Repairer a duly stamped and up-to-date service log book confirmation that the recommended servicing has been completed. Invoices and/ or receipts in respect of any services may be requested and all parts replaced will become the property of the Company.
- 6.2 The benefits of this Extended Warranty are specific to a particular vehicle and there is no facility for the cover to be transferred to another vehicle.
- 6.3 The Customer shall be responsible, at its expense for promptly repairing any damage to the Impact Protection Vehicle or Automated Cone Laying Machine Vehicle (but excluding the Warranted Products) whether caused by accident, misuse, neglect or otherwise.
- 6.4 The Customer shall not remove the Warranted Products from the Impact Protection Vehicle or Automated Cone Laying Machine (without Highway Care permission).

7 GENERAL

- 7.1 Any fees paid in the Order in respect of this Extended Warranty shall be non-refundable.
- 7.2 This Extended Warranty can be transferred by the Customer to the purchaser of the Impact Protection Vehicle or Automated Cone Laying Machine Vehicle on which the Warranted Products are installed ("**New Purchaser**"). On any transfer the Customer must ensure:
 - 7.2.1 the Warranty Documentation Pack and a copy of these Extended Warranty Conditions are given to the New Purchaser;
 - 7.2.2 Highway Care and the Highway Care Authorised Repairer are notified of the transfer and provided such additional details as they reasonable require; and
 - 7.2.3 the New Purchaser confirms that it will comply with its obligations under the Extended Warranty Conditions for the remainder of the duration of the Extended Warranty Term.