

First Choice Warranty

Modules

1. First Choice Warranty – Driveline & First Choice Warranty - Vehicle

These First Choice Warranty Modules include the following items:

First Choice Warranty – Driveline

Engine	Fuel pump and fuel injection pipes, injectors, short block including crankshaft, connecting rods, pistons, cylinder liners and bearings, coolant pump, thermostat and thermostat housing, cylinder head and cylinder head gasket including inlet and exhaust valves and valve operation, inlet and exhaust manifolds, turbocharger, oil pump, oil sump including oil dipstick and oil filling facilities, oil cooler, electronic fan, crankshaft damper, engine mounting, engine brake excluding external operation, starter motor, flywheel and housing.
Clutch	(excluding friction disc), clutch housing, torque converter and fluid coupling.
Gearbox	Gearbox, casing and internal components, operating mechanism, integrated oil cooler, interarder, transfer box, auxiliary gearbox.
Propeller shafts	Propeller shafts Propeller shafts between gearbox and differential, propeller shaft between first and second rear axle.
Differential gear	Differential housing, gears and internal bearings, internal operation differential lock.
Drive Axles	Rear axle housing, hub and hub reduction gears, drive shafts.

Excluded: Gaskets, external O-rings, oil seals, belts, hoses, external pipes and filters and all driveline components/parts not listed above.

First Choice Warranty – Vehicle

All other factory fitted components of the vehicle.

From this factory warranty are excluded:

- Any and all deficiencies caused by normal wear and tear;
- Adjustments that are normally necessary during the usual service life of a DAF Vehicle and are normally carried out during usual maintenance services, such as valve adjustments, adjustments and testing of the compressed air system axles and wheel alignments, vibrations, squeaks, fitting and hose leaks, unusual noises, rattles, loose bolts and hoses and electrical connections.

General Terms

2. Repair or Replacement

The sole and exclusive remedy against DAF under this warranty is limited to, at DAF's option, the repair or the replacement of the defective part(s) or component(s) free of charge for the Customer by DAF or by workshops DAF will designate for this purpose. The defective part(s) or component(s) replaced shall become the property of DAF.

3. Conditions for applicability

The provisions set out in this Certificate are only applicable if the following conditions are met:

- the entitlements under this warranty are adequately evidenced by a fully completed DAF issued First Choice Warranty Certificate, which certificate shall, at the request of DAF be provided by the Customer; and pre-delivery inspections, maintenance, scheduled inspections, services and repair have been duly carried out at the correct mileage and/or time and in accordance with DAF's most recent instructions by authorised DAF service workshops or by workshops with equipment and mechanics with a comparable level of expertise and professionalism; and
- the defect was not caused by inadequate repairs or maintenance; and
- the defect was not caused by the use of fuel, oils, greases, coolants AdBlue or any fluids that do not meet the DAF specifications; and
- the defect was not caused by the use of replacement parts that do not have at least the same quality as the original DAF replacement parts sold by DAF; and
- the drivers of the DAF vehicle have acted in compliance with the drivers instructions issued by DAF and no warning signals from the vehicle's board computer systems have been ignored; and
- the deficiency was brought to the attention of DAF immediately upon discovery and in any event ultimately within ten (10) days of its discovery; and
- the DAF Vehicle was made available for repair of the defect by DAF within a reasonable time period at a workshop and at the time indicated by DAF; and
- no modifications were made to the Vehicle's standard specifications, including but not limited to: DAF Vehicle's identity plates, numbers, marks, seals, warnings or operating instruction labels, the DAF Vehicle's technical, electric and software configuration, tuning, remapping or alteration of engine characteristics and/or tampering with the Vehicle's tachograph, hour-meter or hubometer, unless the relevant modification was expressly approved by DAF in writing and was completely carried out in accordance with DAF's instructions.
- the DAF Vehicle was not subject to negligence, use of undue force, misuse or abuse and was not used for driving lessons, driving ability training, racing or over-speeding; and
- the DAF Vehicle was not used for any purpose for which it was not intended when sold and was not operated beyond the factory rated gross weight or legally authorised loading capacity and was not operated in any different, exceptional manner; and
- the DAF Vehicle was operated in compliance with the instructions issued by DAF;
- the DAF Vehicle has not had any damage resulting from an accident, lack of or insufficient maintenance, improper maintenance, storage, transport, and

- the DAF Vehicle has not had any damage resulting from an external cause (including but not limited to: fire, strike of lightning, loss of electrical power, water damage, earthquake, acts of God) due to which the root cause -at DAF's sole discretion- cannot, respectively cannot unambiguously, be ascertained, and
- the Customer has fulfilled all his payment obligations with respect to the DAF Vehicle, and
- the Customer has invoked his rights under the warranty during the Warranty Period.

4. General Exclusions, Applicable to All Modules

4.1 Excluded Causes

From this warranty are excluded:

- any and all deficiencies caused by the continued use of the DAF Vehicle after a defect was discovered or could reasonably have been detected repairs and/or replacements of parts as a result of abnormal wear and tear and/or improper use, to the discretion of DAF

4.2 Excluded Vehicle Components and Parts

Excluded from this warranty are further all defects related to:

- all components in which normal wear is part of their function, and which can be strongly influenced by usage, such as brake discs, brake pads, brake drums & brake shoes and clutch friction disc.
- tyres and tubes;
- batteries
- glass breakage and scratches unless positive manufacturing responsibility is established;
- the DAF vehicle's superstructure or ancillary equipment.

4.3 Excluded Costs

Moreover, excluded from warranty are all costs of and compensations for items not expressly within the scope of this warranty, such as call-out charges, overtime surcharges, telephone charges, travelling costs, costs of oil or other fluids, any other consequential damages of whatever nature and all indirect damages, such as loss of profit. Also excluded from this warranty are costs related to the dismantling or refitting of (body) parts, superstructures, installations or loads impeding or obstructing work under warranty.

5. Miscellaneous provisions

- Warranty repairs do not constitute an extension of the original warranty period for the DAF Vehicle or any part thereof.
- The First Choice warranty is given to the Customer and cannot be transferred for the remainder of the warranty period to subsequent owners.
- By invoking DAF's warranty, the Customer agrees and acknowledges that he bought the DAF Vehicle in the course of his profession and business activities, that Customer is not a consumer and that the DAF Vehicle is not a consumer good.
- Warranty replacements will only be free of charge if both the replaced defective parts and the parts by which these will be replaced are original DAF parts sold by DAF.
- The replacement or repair of parts under the terms and conditions of this warranty shall not constitute an admission of any liability or fault on the part of DAF.
- The defective DAF Vehicle or any part thereof shall not be returned to DAF without DAF's prior written instruction or consent, but the DAF Vehicle or the part to which a warranty claim relates shall be placed at DAF's disposal at DAF's first request, free of postage, carriage and freight charges.
- If a warranty claim proves to be unfounded, any inspection costs may be charged to the Customer, and the Customer will be required to take back the DAF Vehicle and parts that were subject of the claim.
- The warranty does not cover any additional costs that may be incurred due to the superstructure or an installation impeding or obstructing work on the DAF Vehicle, unless such superstructure /installation has been fitted by DAF.
- Any terms and conditions deviating from the printed standard language of this Warranty Certificate will not be valid and will remain unenforceable. The English language version of these terms and conditions will be the authentic and binding version. Any translations of these terms and conditions made available will be free translations provided without representation from DAF that the translation accurately reflects the authentic version.
- In case of any dispute about (warranty) claims the burden of proof of the existence and extent of a justified claim shall be on the Customer.
- No DAF agent, importer, employee, representative or dealer has the authority to make or imply any representation, promise or agreement which in any way varies the terms of these warranty terms and Conditions.

6. Disputes, Governing law,

- All DAF's decisions related to the question as to whether any warranty applies to a particular product, whether a claim under any warranty is justified and whether the terms and conditions applying to such a warranty claim have been fulfilled, as well as what the awarded amount will be under any warranty claim, will be subject to DAF's sole discretion.
- Any disputes about the rights and obligations pursuant to this warranty certificate shall in first instance be submitted for resolution to the competent court in Amsterdam, The Netherlands.
- This warranty shall, with the express exclusion of any other laws, be governed and interpreted in accordance with the laws of the Netherlands
- To the extent any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction leaving the remainder of this warranty certificate unaffected.

