TST TRUCK CHASSIS STRAIGHTENING AND ALIGNMENT (PTY) LTD

Registration No. 2001/030105/07

FULL WARRANTY TERMS AND CONDITIONS

Consumer Protection Compliant — Issued in accordance with applicable consumer protection legislation

These are TST's full warranty terms and conditions, published at https://www.tstruck.co.za/. They apply to all work performed by TST for consumers to whom consumer protection legislation applies. Every warranty certificate issued by TST is a summary of these terms. In the event of any inconsistency between a warranty certificate and these terms, these terms prevail.

1. PARTIES AND SCOPE OF WARRANTY

1.1 This warranty is given by TST Truck Chassis Straightening and Alignment (Pty) Ltd (Registration No. 2001/030105/07) ("TST") to the customer identified on the applicable job card and invoice ("Consumer").

1.2 This warranty applies exclusively to the specific repair, modification, or fabrication work performed by TST as described in the applicable job card and invoice ("the Work"). It does not extend to any other part, system, component, or feature of the vehicle, trailer, or chassis, whether adjacent to or associated with the Work, and TST is under no obligation to identify, report on, or attend to any defect, fault, or condition beyond the quoted scope of the Work.

1.3 TST is a repairer and modifier of truck trailers and chassis. TST is not a manufacturer. This warranty is given in that capacity.

1.4 This warranty is given in compliance with applicable consumer protection legislation. Nothing in this warranty limits, excludes, or derogates from any right or protection afforded to the Consumer under that legislation, and to the extent that any provision of this warranty is inconsistent with a mandatory provision of that legislation, the legislation prevails.

2. WARRANTY PERIOD

2.1 The warranty period commences on the date of completion of the Work as recorded on the job card and expires three (3) months thereafter, save as provided in clause 2.2.

2.2 TST warrants all new or reconditioned parts installed during the Work, and the workmanship applied to the Work, for a minimum period of three (3) months from the date of completion. A longer warranty period may be expressly stipulated in writing and signed by a manager of TST on the job card or invoice. Any purported extension not signed by a manager of TST is of no force or effect. This warranty is in addition to, and does not limit, any rights the Consumer may have under applicable consumer protection legislation.

2.3 Payment and Warranty Suspension. This warranty is suspended and of no force or effect for so long as any portion of the invoiced amount for the Work, or part thereof, remains unpaid, whether arising from non-payment or late payment. The warranty is suspended with effect from the date on which payment was due and not received. Upon receipt by TST of the full outstanding invoiced amount in cleared funds, the warranty shall be reinstated for the balance of the warranty period remaining, calculated from the original date of completion. TST shall not be obliged to give notice of suspension. Notwithstanding the foregoing, this suspension does not limit, restrict, or remove any right vested in the Consumer under applicable consumer protection legislation, including the Consumer's right to lodge a complaint with the relevant consumer protection authority or ombud, and does not constitute a penalty for exercising any such right.

2.4 No warranty is given in respect of the estimated duration or completion date of any repair or modification. Factors beyond the reasonable control of TST, including the availability of parts, supplier delays, and the extent of damage or complexity discovered upon inspection, may affect the time required to complete the Work. TST accepts no liability for any loss or damage arising from delay in completion.

3. WHAT THIS WARRANTY COVERS

3.1 Subject to the exclusions in clause 4 and the conditions in clause 5, TST warrants in respect of the Work only:

- Workmanship: that the Work has been performed with reasonable skill and care in a workmanlike manner;
- Parts and materials supplied by TST: that parts and materials sourced and supplied by TST for incorporation into the Work are free from defects in material at the time of installation.

3.2 TST is required to perform the Work in a manner and quality that persons are generally entitled to expect, and to return the Consumer's vehicle in at least the same condition as when it was presented to TST for the Work. The warranty of workmanship in clause 3.1 reflects this standard. Nothing in this warranty reduces the Consumer's right to the quality of service guaranteed by applicable consumer protection legislation.

3.3 This warranty does not cover any item, part, system, or component not expressly forming part of the Work as described in the job card and invoice.

4. EXCLUSIONS – WHAT THIS WARRANTY DOES NOT COVER

This warranty expressly does not cover, and TST accepts no liability in respect of, including but not limited to:

- Normal wear and tear, including gradual deterioration resulting from ordinary use;
- Damage or failure caused by misuse, abuse, or negligent operation of the vehicle, trailer, or chassis;
- Operation in a manner contrary to the original manufacturer's specifications or rated capacity for the vehicle, trailer, or chassis, including overloading beyond the rated or legally permissible payload;
- Failure to maintain the vehicle, trailer, or chassis in accordance with the manufacturer's maintenance schedule or TST's written instructions, including failure to lubricate, inspect, or service components as recommended;
- Corrosion, rust, oxidation, or deterioration caused by environmental exposure, chemical contact, or inadequate protection or treatment by the Customer;
- Physical damage caused by road conditions, accidents, collisions, impact, or external forces;
- Consumable items, including but not limited to tyres, brake linings, brake pads, clutch components, lighting elements, filters, lubricants, seals subject to normal wear, and fasteners consumed in service;
- Any defect, fault, deterioration, or failure attributable to the pre-existing condition of the vehicle, trailer, or chassis as delivered to TST at the time the Work was performed;
- Any work, repair, modification, or adjustment performed on the Work by any person other than TST after completion of the Work;
- Defects or failures attributable to materials, components, designs, or specifications supplied, prescribed, or approved by the Customer and incorporated into the Work at the Customer's direction, regardless of whether TST raised any concern in respect thereof;
- Damage caused by incorrect loading, incorrect securing of cargo, or any use of the vehicle, trailer, or chassis that exceeds the design parameters or intended operational purpose of the Work;
- OEM-supplied parts and equipment, which are subject exclusively to the relevant manufacturer's own warranty as set out in clause 7;
- Consequential, indirect, special, or economic loss of any nature, including but not limited to loss of income, loss of profit, loss of use, downtime costs, or third-party claims, howsoever arising.

5. CONDITIONS AND CUSTOMER OBLIGATIONS

5.1 Notification. To claim under this express warranty, the Consumer must notify TST in writing within ten (10) days of becoming aware of, or reasonably ought to have become aware of, the defect or failure. Claims under this express warranty notified after the ten (10) day period or after the expiry of the warranty period will not be entertained under this warranty. Notwithstanding the foregoing, this notification requirement does not restrict the Consumer's rights under applicable consumer protection legislation.

5.2 Return of the Vehicle or Equipment. For claims under this express warranty, the Consumer must return the vehicle, trailer, or chassis to TST's premises for inspection and rectification at the Consumer's own cost and risk. TST is not obliged to attend to warranty work at any other location under this express warranty. Notwithstanding the foregoing, the Consumer may elect to exercise their statutory rights.

5.3 Responsible Use. The vehicle, trailer, or chassis must at all times be operated in a safe and responsible manner strictly in accordance with the original manufacturer's specifications, rated capacities, and applicable road traffic legislation. Failure to do so will void this warranty.

5.4 No Third-Party Work. No warranty claim will be considered in respect of any item that has been worked on, modified, repaired, or interfered with by any person other than TST after completion of the Work. Any such intervention voids this warranty in respect of the affected item.

5.5 Inspection. The Customer must inspect the Work on delivery and notify TST in writing of any visible (patent) defect or non-conformance within five (5) days of delivery or, where the nature of the Work makes immediate inspection impracticable (including where the vehicle must be operated under load before a defect is reasonably discoverable), within five (5) days of the first practical opportunity to inspect. In the event of any dispute as to when a defect was or ought reasonably to have been discoverable, the onus of proof rests on the Customer to establish that discovery was not reasonably possible within the five (5) day period. Failure to notify within this period constitutes acceptance of the Work as delivered in respect of visible defects and no claim in respect of a patent defect notified outside this period will be entertained.

5.6 Specification Compliance. Where the Work is performed in accordance with specifications or designs provided by the Customer, TST warrants only that the Work has been performed in conformance with those specifications. TST does not warrant that the Customer's specifications are fit for purpose or appropriate for the intended use.

6. REMEDIES

6.1 Nature of the Work and Remedy Framework. TST's work comprises two distinct categories, each attracting different remedies: (a) “Parts Work” – the supply and installation of new or reconditioned identifiable parts (such as axle components, kingpins, bearings, hydraulic fittings, lighting, and other separable components); and (b) “Integrated Work” – repairs and modifications that are permanently incorporated into the vehicle, chassis, or trailer and cannot be undone or separated from the whole without damage, including but not limited to chassis straightening, structural welding, body modification, chassis extension or reduction, and alignment work. The remedies set out in this clause 6 apply to each category as stated.

6.2 Express Warranty Remedy – Parts Work. Upon confirmation by TST of a valid express warranty claim in respect of Parts Work within the warranty period, TST shall, at TST's election, either repair or replace the defective part. Where a defective part has been permanently incorporated into the vehicle and cannot be physically removed without causing damage to the vehicle or to adjacent work, the remedy shall be re-installation of a non-defective part in substitution, including such remedial work as is necessarily incidental thereto.

6.3 Express Warranty Remedy – Integrated Work. Upon confirmation by TST of a valid express warranty claim in respect of Integrated Work within the warranty period, TST shall re-perform the defective work to the standard required by clause 3.1 (“Re-performance”). Where Re-performance is not possible or would not remedy the defect, TST shall, as an alternative and at TST's election, either: (a) re-perform the work using an alternative method or approach; or (b) refund a proportionate portion of the price attributable to the defective element of the Integrated Work, assessed with reference to the extent of the failure and the value of the work correctly performed. No full invoice refund is available in respect of Integrated Work that has been permanently incorporated into the Consumer's vehicle, as such work cannot be returned or undone.

6.4 Statutory Rights Preserved – Parts Work. Nothing in clause 6.2 limits the Consumer's rights under applicable consumer protection legislation in respect of Parts Work. The Consumer is entitled, within six (6) months of delivery, to elect, at the Consumer's own direction: (a) repair of the defective part; (b) replacement of the defective part; or (c) a refund of the price attributable to that part. Where a defective part has been permanently incorporated into the vehicle and cannot physically be returned, the refund remedy is limited to the cost of that part and its installation, as the Consumer retains the benefit of the incorporated component. If TST repairs a defective part

and within three (3) months the defect recurs or a further defect is discovered, TST will, at the Consumer's election, replace the part or refund the price of that part to the Consumer.

6.5 Statutory Rights Preserved – Integrated Work. Nothing in clause 6.3 limits the Consumer's rights under applicable consumer protection legislation in respect of Integrated Work. The statutory right to return and refund of goods does not apply to Integrated Work, as such work constitutes a service performed on the Consumer's own asset and no goods are delivered by TST in that sense. The Consumer's rights in respect of defective Integrated Work arise under the statutory right to quality service. Where Integrated Work fails to meet the required standard, the Consumer may: (a) require TST to remedy the failure by re-performing the work to the required standard; or (b) where re-performance is impossible or has failed to remedy the defect after a reasonable opportunity, require TST to refund a reasonable and proportionate portion of the price paid for the Integrated Work, assessed with reference to the extent of the failure and the value of the work correctly performed. Where TST cannot re-perform to the required standard and the Integrated Work has caused structural damage to the Consumer's vehicle, TST's liability extends to restoring the vehicle to its pre-modification or pre-repair condition and refunding the price of the Work. These statutory rights exist independently of and in addition to the express warranty rights in this document.

6.6 Warranty on Remedial Work. Where TST performs remedial work under clause 6.2, 6.3, or under a statutory right of repair, all new or reconditioned parts installed during such remedial work shall carry a fresh warranty, limited to the specific items repaired, for a period of three (3) months from the date of completion of the remedial work, ordinary wear and tear excluded.

6.7 Liability Cap. TST's liability under this express warranty is limited to the value of the invoiced amount paid by the Consumer to TST for the specific item of Work to which the warranty claim relates. This cap applies to claims under this express warranty only and does not limit any right or remedy available to the Consumer under applicable consumer protection legislation.

6.8 General Preservation of Statutory Rights. Save to the extent stated in this clause 6 and elsewhere in this document, nothing in this warranty derogates from the Consumer's rights under applicable consumer protection legislation, which rights are in addition to the express warranty rights granted herein. In the event of any conflict between a provision of this warranty and a mandatory provision of that legislation, the legislation prevails.

7. OEM-SUPPLIED PARTS AND EQUIPMENT

7.1 Where TST installs parts or equipment sourced from an original equipment manufacturer (“OEM”), such parts and equipment are not warranted by TST. To the extent that TST has the ability to do so under the specific terms of the applicable OEM or manufacturer warranty, TST will pass on to the Customer such warranty rights as are available in respect of those parts. The extent of any rights so passed on is determined solely by the terms of the specific OEM or manufacturer warranty applicable to the parts in question, and TST makes no representation that any such rights exist or are transferable in any particular case.

7.2 TST is not the warrantor of OEM-supplied parts or equipment and accepts no liability in respect of any defect or failure in such parts. TST's obligation in respect of OEM warranty claims is limited to reasonable assistance in facilitating the Customer's claim directly against the relevant OEM or manufacturer, subject to the OEM's applicable warranty terms and procedures. No rights greater than those available to TST from the OEM are passed through to the Customer.

7.3 The Customer acknowledges that OEM warranty terms may differ from those set out in this document and that TST has no control over, and accepts no liability for, the terms, administration, or outcome of any OEM warranty claim.

8. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL LOSS

8.1 To the maximum extent permissible in law, TST's liability to the Consumer under this express warranty, whether in contract, delict, or otherwise, is limited to the invoice value of the specific Work giving rise to the claim, as further provided in clause 6.3. This limitation does not apply to liability that cannot be limited under applicable consumer protection legislation.

8.2 To the extent permissible under applicable consumer protection legislation, TST shall not be liable for any consequential, indirect, special, or economic loss or damage of any nature, including but not limited to loss of income, loss of profit, loss of contracts, loss of use of any vehicle or equipment, downtime costs, or the cost of substitute vehicles or equipment, arising from any defect

in the Work or any failure of any part or material installed by TST. This exclusion applies to claims under this express warranty only and does not limit any remedy the Consumer may have under that legislation in respect of harm caused by unsafe or defective goods.

8.3 Common Law Rights Preserved. Nothing in applicable consumer protection legislation precludes a Consumer from exercising any right afforded under the common law. Accordingly, the Consumer's common law rights, including any aedilitian remedy or claim under the actio empti, are not waived by this warranty and remain available to the Consumer to the extent that applicable consumer protection legislation does not already provide equivalent or superior protection. TST does not seek to exclude or limit common law remedies available to the Consumer beyond what is permissible by law.

9. GENERAL

9.1 Governing Law. This warranty is governed by the laws of the Republic of South Africa.

9.2 Whole Agreement. This document, read together with the applicable job card and invoice, constitutes the entire warranty given by TST in respect of the Work and supersedes all prior representations, undertakings, or warranties, whether oral or written, relating to the quality or performance of the Work.

9.3 No Variation. No variation, extension, or amendment of this warranty shall be valid or binding unless it is in writing and signed by a duly authorised representative of TST.

9.4 No Waiver. No waiver by TST of any right or remedy under this warranty shall be effective unless it is in writing and signed by a duly authorised representative of TST. No failure or delay by TST in exercising any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that right or remedy.

9.5 Severability. Should any provision of this warranty be found to be invalid, unlawful, or unenforceable, such provision shall be severable and the remaining provisions shall continue in full force and effect.

9.6 Right to Redress. If the Consumer is not satisfied with TST's response to a warranty claim, the Consumer has the right to refer the matter to the relevant consumer protection authority, an applicable ombud, a consumer court with jurisdiction, or another alternative dispute resolution agent, before approaching a court.

9.7 Plain Language. This document has been drafted in plain language. If the Consumer does not understand any provision, the Consumer is encouraged to contact TST or to seek independent advice.