TST TRUCK CHASSIS STRAIGHTENING AND ALIGNMENT (PTY) LTD

Registration No. 2001/030105/07

FULL WARRANTY TERMS AND CONDITIONS

Commercial Warranty — Consumer Protection Act 68 of 2008 Does Not Apply

These are TST's full warranty terms and conditions for commercial customers, published at https://www.tstruck.co.za/. They apply to all work performed by TST for customers to whom the Consumer Protection Act 68 of 2008 does not apply. Every warranty certificate issued by TST to such customers 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 ("Customer").

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 The Consumer Protection Act 68 of 2008 does not apply to this warranty or to the transaction to which it relates. The Customer has warranted that it is a juristic person that qualifies for exclusion from the Consumer Protection Act 68 of 2008. Should the Customer's warranty in this clause prove to be incorrect or misleading in any respect, the Customer shall indemnify and hold TST harmless against any loss, liability, cost, or expense (including legal costs on the attorney and own-client scale) that TST may suffer or incur as a result of the Consumer Protection Act 68 of 2008 being found to apply to this transaction.

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 on the date indicated on the face of the warranty certificate.

2.2 The warranty period is three (3) months from the date of completion, or such longer period as may be expressly stipulated in writing and signed by a manager of TST on the job card or invoice in respect of a specific item of Work. Any purported extension of the warranty period that is not signed by a manager of TST is of no force or effect.

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 of any amount due to TST. 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 of the Work as recorded on the job card. The warranty period always runs from the date of completion and is not extended or interrupted by any period of suspension. TST shall not be obliged to give notice of suspension and no notice is required for suspension to take effect. The parties acknowledge that this provision constitutes a penalty as defined in the Conventional Penalties Act 15 of 1962, and agree that it is reasonable having regard to the nature of the Work, TST's exposure during any period of non-payment, and the administrative burden of monitoring payment compliance.

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 The warranty of workmanship in clause 3.1 is the sole and exclusive warranty given by TST in respect of the standard of skill and care applied to the Work. No higher standard of performance — whether arising from TST's status as a specialist repairer, from any common law implied warranty applicable to an artifex or merchant seller, or from any other source — is warranted or implied. To the extent that any such higher standard would otherwise be implied by law, it is hereby expressly excluded and the parties agree that the reasonable skill and care standard set out in clause 3.1 is the agreed contractual standard. The Customer's sole remedy for any failure of workmanship is the remedy set out in clause 6.

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;
- Acts of God, force majeure, or events beyond TST's reasonable control;
- 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. Any warranty claim must be notified to TST in writing within ten (10) days of the Customer becoming aware of, or reasonably ought to have become aware of, the defect or failure giving rise to the claim. In any event, notification must be received by TST before the expiry of the warranty period. Claims notified outside the ten (10) day period or after the expiry of the warranty period will not be entertained, and late notification shall be deemed a waiver of the warranty claim in respect of the relevant defect.

5.2 Return of the Vehicle or Equipment. The Customer must, at its own cost and risk, return the vehicle, trailer, or chassis to TST's premises for inspection and rectification. TST is not obliged to attend to warranty work at any other location. TST shall bear the cost of approved warranty rectification only; the cost of transportation to and from TST's premises remains the Customer's responsibility in all circumstances.

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 Upon confirmation by TST of a valid warranty claim within the warranty period, TST's sole obligation and the Customer's sole remedy shall be, at TST's election, either:

- repair of the defective workmanship or defective part or material supplied by TST; or
- replacement of the defective part or material supplied by TST.

6.2 Warranty on Remedial Work. Where TST elects to repair a defect under clause 6.1, the remedial work performed by TST shall carry a fresh warranty on the same terms as this warranty, limited to the specific items actually repaired, for a period of three (3) months from the date of completion of the remedial work. No fresh warranty arises in respect of any other part of the original Work.

6.3 TST's liability under this warranty is in all circumstances limited to the value of the invoiced amount paid by the Customer to TST for the specific item of Work to which the warranty claim relates. TST's aggregate liability, including in respect of any remedial work carried out under clause 6.1, shall not in any circumstances exceed the total invoice value of the Work in respect of which the claim arises. This cap applies regardless of the nature of the claim, the number of defects, or the number of repair attempts made by TST.

6.4 No refund, credit, or cash payment will be made under this warranty.

6.5 This warranty sets out the full extent of TST's liability in respect of the Work. All other warranties, representations, conditions, and obligations, whether express or implied, statutory or otherwise, are hereby excluded to the fullest extent permissible by law.

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, EXCLUSION OF CONSEQUENTIAL LOSS AND WAIVER OF COMMON LAW REMEDIES

8.1 To the maximum extent permissible in law, TST's liability to the Customer under or in connection with this 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.

8.2 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, the cost of substitute vehicles or equipment, or any claim by a third party against the Customer, arising from or in connection with any defect in the Work or any failure of any part or material installed by TST, whether or not TST was advised of the possibility of such loss.

8.3 Waiver of Common Law Remedies. To the fullest extent permitted by law, the Customer expressly waives all rights and remedies that it may have at common law in respect of any defect in or arising from the Work, including but not limited to: the actio empti and any claim for damages (including id quod interesse) arising thereunder; the actio redhibitoria and the actio quanti minoris (the aedilitian remedies); and any other claim for consequential, direct, or indirect damages arising from TST's status as an artifex or specialist repairer. The Customer agrees that the remedies expressly provided in clause 6 of this warranty constitute the sole and exhaustive remedies available to it in respect of any defect in the Work, and that no remedy beyond those provided in clause 6 shall be available to the Customer, whether at common law, in equity, or otherwise. The parties agree that this waiver is reasonable having regard to the commercial nature of their relationship, the pricing of the Work, and the nature of TST's business as a repairer and modifier.

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 and the Customer.

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 Disputes. Any dispute arising from or in connection with this warranty shall be subject to the jurisdiction of the South African courts. The parties agree to attempt to resolve any dispute through good-faith negotiation before initiating legal proceedings.

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