

Terms and Conditions for vProtect XLR

1. Validity

- 1.1 The Aebi Schmidt Group is the world's leading provider of intelligent product systems and services for cleaning and clearing traffic areas as well as for the maintenance of green spaces in challenging terrain. The product range of the various companies belonging to the Aebi Schmidt Group comprises own vehicles as well as innovative attachments and mounted implements for individual vehicle upgrades. The Aebi Schmidt Group has one of the most comprehensive product portfolios worldwide in the fields of winter services, sweepers, municipal technology, airport technology, agricultural technology and railway technology.
- 1.2 These Terms and Conditions for the Extended Guarantee (hereinafter referred to as "**TC vProtect XLR**") apply to all guarantee services of the group companies belonging to the Aebi Schmidt Group (hereinafter referred to as "**Aebi Schmidt**") in connection with the repair of all damages or defects occurring within the guarantee period and covered by the guarantee by replacement by an equivalent Aebi Schmidt product (hereinafter referred to as "product") or repair. The TC vProtect XLR is an integral part of all contracts concluded by Aebi Schmidt with Customers concerning an Extended Guarantee.
- 1.3 The TC vProtect XLR shall also apply to all future guarantee services in connection with an Extended Guarantee contract, even if they are not separately agreed again.
- 1.4 Terms and conditions of the Customer or third parties do not apply, even if Aebi Schmidt does not separately object to their validity in the individual case. Even if Aebi Schmidt refers to a letter containing or referring to terms and conditions of the Customer or a third party, this does not constitute an agreement with the validity of those terms and conditions.

2. Offer and conclusion of contract

- 2.1 The offer of the Extended Guarantee is exclusively addressed to end customers. Commercial dealers and other persons who purchase Aebi Schmidt products for the purpose of resale are excluded from the offer.
- 2.2 The legal relationship between Aebi Schmidt and the Customer is solely governed by the Extended Guarantee concluded in writing, including these TC vProtect XLR, which fully reflect all agreements between the contracting parties on the subject matter of the contract.
- 2.3 Oral promises made by Aebi Schmidt prior to the conclusion of the Extended Guarantee are legally non-binding and oral agreements of the contracting parties are replaced by the written Extended Guarantee contract, unless it is expressly stated in each case that they continue to be binding.

3. Contract period

The Extended Guarantee for the respective product begins with the expiry of the 12-month warranty period according to the "General Terms & Conditions of Sales" of Aebi Schmidt. The Extended Guarantee ends either after the agreed guarantee period or when the maximum number of operating hours (see article 4.1) is reached.

4. Scope of Extended Guarantee

- 4.1 The Extended Guarantee covers the product or products listed in the contract with all parts belonging to it at the time of purchase of the product. Within the scope of this guarantee, Aebi Schmidt warrants that the product is free from manufacturing and material defects which impair or exclude the functionality of the product for the designated use, provided that:
- the product has been used under normal conditions and proper use
 - the product has been maintained and serviced in accordance with the operator manual of Aebi Schmidt
 - all replaced parts are genuine Aebi Schmidt.
 - the product does not exceed the maximum operating hours of:
 - Compact sweepers maximum of 2.000 hours per year
 - Aebi machines maximum of 1.000 hours per year
 - Airport machines maximum of 2.000 hours per year

- Spreaders, sprayers and ploughs no maximum
- 4.2 Cost of labour, needed parts and travel time are covered within this Extended Guarantee contract. Other (related) costs are not covered, for example:
- Costs connected with salvage and storage
 - Towing and transport costs
 - Costs for the use of a replacement machine
 - Removal of contaminants, dirt, environmental damage
- 4.3 All repairs and/or replacements of normal wear and tear are excluded in this Extended Guarantee contract. This concerns, for example, ground touching parts and parts exposed to abrasive condition. The following items are excluded (this list is not exhaustive):
- Brake linings, brake pads
 - Hydraulic hoses
 - Starter batteries
 - Brushes, brush arms, brush strips, brush swing in/out pivot blocks/pins/bushes
 - Skids & skid plates, suction skirt, suction tubes, seals, nozzles
 - Wiper blades
 - Bearings, seals and rubber flaps
 - Drive belts
 - Light bulbs
 - Wheels, tires & tubes
 - Windows/glass
- 4.4 Furthermore, general repairs and in particular the repair of the damage listed below are not included in the Extended Guarantee and must be ordered and paid for separately by the Customer:
- Violence or accidental damage
 - Damage resulting from improper handling of the maintenance item
 - Damage caused by modifications on the part of the customer or third parties to the maintenance object
 - Glass breakage / damage
 - Damage due to force majeure such as flood or storm damage
 - Damage due to animal bite(s)
 - Replacement of tyres and rims, repair of tyre and rim damage, balancing, remounting and tyre pressure monitoring system
 - Topping up oil between oil change intervals
 - Damage caused by the use of corrosive products
 - Conversions and retrofits - even if these become necessary due to legal requirements. This also applies to accessories retrofitted during the term of the contract
 - Paint care and cosmetic repairs
 - All legally required examinations and tests

5. Price surcharges for additional expenditure

- 5.1 When Aebi Schmidt incur costs (work, time or parts) for execution repairs which are not covered by Extended Guarantee, Aebi Schmidt can invoice for these additional costs.
- 5.2 Aebi Schmidt will inform the Customer directly regards these additional costs as soon as work is concluded, that are not covered by TC vProtect XLR.

6. Use of Extended Guarantee, place of performance

- 6.1 The Customer is entitled to the performance of the guarantee service as soon as he notifies Aebi Schmidt of the impairment of the functionality. Any request for a Guarantee has to be made by e-mail or telephone via the sales office of Aebi Schmidt or dealer from whom the Customer purchased the product.
- 6.2 On request of Aebi Schmidt the Customer has to provide the Extended Guarantee contract and/or provide pictures of the defective parts and proof that the machine is maintained according to the user manual provided by Aebi Schmidt with the delivery of the machine.
- 6.3 The elimination of defects recognized by Aebi Schmidt as being subject to guarantee is carried out at the discretion of Aebi Schmidt either as repair or replacement of the product. Other claims are not substantiated

by this guarantee. In particular, there is no claim to substitute products during repair.

- 6.4 Guarantee service does not extend or renew the Guarantee for the Product.
- 6.5 The product will be made available at a mutually agreed time and location and will be cleaned thoroughly throughout. If the repair takes place at a location of the Customer, than the Customer will provide a safe, covered and enclosed work area.
- 6.6 Any waiting time incurred due to none availability of the machine for any reason will be charged back to the customer at the prevailing hourly labour rate.
- 6.7 Replaced parts become the property of Aebi Schmidt.

7. Transfer of the Extended Guarantee

- 7.1 The Guarantee is transferable to a purchaser in case of resale of the product with the Extended Guarantee contract and the original purchase receipt.

8. Service fees, terms of payment

- 8.1 The Customer is obliged to pay the whole Extended Guarantee fee with the purchase of the respective Aebi Schmidt product. These shall be settled in accordance with the agreement in the purchase agreement of the respective Aebi Schmidt product.
- 8.2 If the Customer fails to pay on the due date, Aebi Schmidt can cancel the contract with immediate effect.

9. Damages due to fault

- 9.1 Aebi Schmidt's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, breach of contract, breach of duties during contractual negotiations and tort, is limited in accordance with the following provisions, insofar as fault is relevant in each case.
- 9.2 Aebi Schmidt is not liable for damages caused by simple negligence of its organs, legal representatives or vicarious agents, as far as it does not concern a breach of essential contractual obligations at the same time. Material contractual obligations are obligations, the observance of which is a necessary prerequisite for the performance of the contract, or the breach of which jeopardises the achievement of the purpose of the contract and the contractual partner could justifiably rely on the observance of the obligation concerned. In the event of a breach of cardinal obligations due to simple negligence, the liability of Aebi Schmidt is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- 9.3 In the event of a grossly negligent breach of obligations that do not constitute cardinal obligations, the liability of Aebi Schmidt is also limited to the foreseeable damage typical for the contract.
- 9.4 The limitation period for claims for damages by the customer is one year.
- 9.5 The above liability provisions do not apply to liability according to the Product Liability Act, due to injury to life, body or health, as well as due to claims for damages of the customer based on such defects which Aebi Schmidt has fraudulently concealed or the absence of which it has assured the customer by means of a corresponding guarantee declaration.
- 9.6 The above liability provisions apply accordingly to the personal liability for damages of the organs, legal representatives, employees and other vicarious agents of Aebi Schmidt.

10. Force majeure

Aebi Schmidt is not liable for impossibility of its performance, as far as these have been caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in material procurement, transport delays, untimely delivery by suppliers), for which Aebi Schmidt is not responsible. If such events make the performance considerably more difficult or impossible and if the hindrance is not only of temporary duration, Aebi Schmidt is entitled to withdraw from the maintenance contract. In case of hindrances of temporary duration, the performance periods are extended or the performance dates are postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the customer cannot be expected to accept the performance due to the delay,

he can withdraw from the maintenance contract by immediate written declaration to Aebi Schmidt.

11. Participation of the customer

- 11.1 The customer shall always handle the respective Aebi Schmidt product in accordance with the provisions of the operating manual and in accordance with its intended use; this applies in particular to daily maintenance and care.
- 11.2 The customer has to inform Aebi Schmidt directly regards a required repair to avoid any follow up damage.
- 11.3 For the performance of the repair services, the customer has to make the repair item available to Aebi Schmidt.

12. Data protection

- 12.1 Data protection has a particularly high priority for the Aebi Schmidt Group. Aebi Schmidt and the Aebi Schmidt Group are responsible parties within the meaning of the European Data Protection Regulation (hereinafter referred to as EU GDPR) and national data protection laws of the member states as well as other provisions of data protection law.
- 12.2 The personal data specified in the contract, in particular name, address, telephone number, bank details, which are necessary and required solely for the purpose of implementing the resulting contractual relationship, are collected on the basis of statutory authorizations.
- 12.3 The customer can inform him/herself on the [Aebi Schmidt homepage](#) about the data processing as well as his/her rights granted in this context.
- 12.4 Link: <https://www.aebi-schmidt.com/en/legal/privacy-policy/>

13. Applicable law, place of jurisdiction

- 13.1 The Extended Guarantee contract is subject to the law of the registered office of Aebi Schmidt, listed as a party on the relevant contract.
- 13.2 For disputes in connection with the Extended Guarantee contract, the exclusive place of jurisdiction is the court district of Aebi Schmidt, listed as a party on the relevant contract.

14. Final provisions

- 14.1 Additions and amendments to the Extended Guarantee contract, including this form clause, must be made in writing to be effective, unless the relevant law prescribes a stricter form for the individual case (e.g. notarial certification). Telecommunication by telefax or by e-mail shall be sufficient to comply with the required written form if a copy of the signed declaration is transmitted.
- 14.2 Should any provision of the maintenance contract be invalid in whole or in part or become so after the conclusion of the contract, this shall not affect the validity of the remaining provisions. In place of the ineffective provision, the parties shall agree on such an effective provision which comes closest to the purpose of the contract and the interest of the parties in accordance with the provision to be replaced within the legally permissible framework. In the event of unrecognized loopholes in the maintenance contract as well as an ineffectiveness of agreed deadlines or performance obligations, the provision which comes closest to the purpose of the contract and the interest of the parties in accordance with the provision to be replaced within the legally permissible framework shall be deemed agreed.

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