

martz



**WARRANTY BOOKLET**

# GENERAL WARRANTY CONDITIONS

## CAR TRAILERS MARTZ SP. Z O.O.

### Definitions:

MARTZ Sp. z o.o." - MARTZ Sp. z o.o. with registered office in 21-040 Świdnik, ul. Al. Lotników Polskich 1, entered in the National Court Register (KRS) number 0000549775, Sąd Rejonowy Lublin-Wschód in Lublin with registered office in Świdnik, VI Wydział Gospodarczy Krajowego Rejestru Sądowego, Polish VAT registration number: 712-329-47-93

"Product" - the products and equipment components and spare parts offered by MARTZ Sp. z o.o. "Purchaser" - the entity that has purchased MARTZ Sp. z o.o. covered by these warranty conditions.

"Contract" - the contract of sale entered into by the Purchaser and the Guarantor, including the contents of the offer and the order, where the parties have not entered into a separate contract.

### 1. General warranty principles

1.1. MARTZ Sp. z o.o. here in after referred to as the "Guarantor", provides the Purchaser with a quality guarantee for the Product purchased from the Guarantor or the Guarantor's Dealer in accordance with the following indicated guarantee rules.

1.2. The guarantee is valid in the territory of the Republic of Poland. The guarantor is not obliged to perform the obligations under the guarantee outside the territory of the Republic of Poland.

1.3. The warranty period is 12 months. The warranty period runs from the date of release of the Product to the Purchaser or from the date of the Purchaser's call to collect the Product if the Purchaser delays collection of the Product directly from MARTZ Sp. z o.o. (Basic Warranty Period).

The warranty period may be extended till 24 months, on condition that inspection described as INSPECTION A in the section WARRANTY INSPECTION is carried out within 12 months from purchase date.

1.4. The warranty period shall be extended by the time that free repairs are carried out during the warranty period (Warranty inspections).

1.5. For the duration of the warranty period, the Guarantor guarantees that the Product is free from defects in material and workmanship and that the Product operates correctly (according to the product specifications) under normal operating conditions in accordance with its intended use and the instructions for use.

1.6. The Guarantor undertakes to remove free of charge any defects in material or workmanship revealed during the guarantee period in accordance with the rules contained in these General Terms and Conditions of Guarantee by repairing or replacing the Product or its parts with a defect-free one. The manner in which the defect is removed shall be decided by the Guarantor.

1.7. Defects will be rectified by the service of the Guarantor or at the service center designated by the Guarantor.

1.8. The costs of warranty repairs and spare parts replaced under warranty as part of an identified defect shall not be charged to the Purchaser.

1.9. The Guarantor shall not be liable for any damage caused to the Purchaser, even if caused by defects in the Product, including any commercial losses, lost profits or other indirect or consequential losses resulting from a defect in the Product.

1.10. The Guarantor's liability under warranty is excluded when the Product is purchased by an entrepreneur.

1.11. The Purchaser has the right to extend the Basic Warranty Period to a maximum period of 36 months (Maximum Warranty Period), whereby:

- 1) the warranty inspection must be carried out in accordance with the periodic inspection schedule at authorised service centers,
- 2) the warranty holder shall deliver the Product at his own expense,
- 3) each inspection must be certified on the Product Warranty Card,
- 4) failure to certify will result in the loss of entitlement to the extended warranty period,
- 5) due to the improper technical condition of the Product, the Warrantor may refuse to carry out the warranty inspection.

### 2. Warranty coverage

2.1. The warranty covers only the Warrantor's Product, i.e. the trailer (structural components, chassis, body, running gear, installations).

2.2. The guarantee covers only defects arising from causes inherent in the Product sold. A defect in material and workmanship is considered to be a defect inherent in the Product causing it to function contrary to the manufacturer's specifications.

2.3. The guarantee does not cover:

- 1) defects and damage discovered or reported after the end of the guarantee period;
- 2) natural wear and tear of consumable parts such as brake linings and their components, brake cables and their components, tyre tread, light bulbs, etc.; and deteriorating aesthetics of the Product resulting from its use and the passage of time; mechanical damage, cut or severed electrical cables,
- 3) defects and damage caused directly or indirectly by natural forces such as hail, lightning, frost, water, salt, the effects of chemical substances, UV radiation, etc;
- 4) defects and damage caused directly or indirectly by: failure to observe the operating instructions, misuse of the Product, use of the Product in conditions unnatural to it, use of inappropriate consumables (e.g. grease, oils, etc.) or chemicals intended for cleaning surfaces, or use of parts / components not recommended by the manufacturer;
- 5) defects and damage caused directly or indirectly by the modification of the original form or function of the Product, including malfunctions of the Product caused by conflicts between self-assembled components or parts; assembly of modifications in places not suitable for this; failure to assemble the modifications professionally,
- 6) defects and damage caused directly or indirectly during transport of the Product, caused by improper use or storage of the Product, arising from use of the Product contrary to its intended use or the instructions for use;
- 7) damage resulting from fortuitous events (electrical faults, fire, flooding, traffic collisions and accidents, etc.),
- 8) damage resulting from operating the Product under conditions or in a manner inconsistent with the manufacturer's specifications or instructions for use and under abnormal weather conditions;
- 9) defects and damage to the Product which may be directly or indirectly caused by the use of the Product, which was not in full working order and/or had a mechanical defect at the time the defect or damage occurred,
- 10) consumable components and items of equipment covered by a separate warranty;
- 11) surface corrosion caused by the impact of stones, gravel or other abrasive materials,
- 12) discolouration of galvanised sheets due to weathering,
- 13) mechanical damage to the transport surface caused by inadequate load distribution, failure to protect the sharp edges of the load, point pressure or sliding of the load on the transport surface during loading and transport,
- 14) the consequences of leaving aggressive materials in the load compartment for longer than the transport time.

2.4. The purchaser loses his rights under the guarantee in the event of:

- 1) failure to comply with the instructions for use of the Product, including misuse of the Product;
- 2) failure to perform the periodic inspection of the Product by the service center of the Guarantor (or the one indicated by the Guarantor) within the deadlines indicated in the user manual (periodic inspections are not performed as part of the granted warranty and are charged)

- 3) failure to report a defect immediately upon discovery, but no later than 7 days after discovery,
- 4) that the Product is incomplete, that unauthorised repairs to the Product have been made, that trailer components have been modified or that structural changes have been made.
- 5) Failure to carry out the actions described in the operating instructions, which the Purchaser is obliged to carry out himself and at his own expense.

### 3. Implementation of the guarantee

- 3.1. The basis for the exercise of the guarantee is the proof of sale of the Product (e.g. invoice ) and the guarantee book for the Product in question.
- 3.2. For trailers, the Guarantor will issue a Guarantee Book to document warranty inspections.
- 3.3. In the case of warranty services, the Purchaser is obliged to deliver the Product to the warranty service at its own cost and risk.
- 3.4. Before submitting the Product for warranty repair, the Purchaser is obliged to contact MARTZ Sp. z o.o. by telephone to verify the actual damage (defect) to the Product by the technical consultants who will help to solve the problem or confirm the need to send the Product for service. The consultants' assessment is of a preliminary nature and does not prejudice the validity of warranty claims.
- 3.5. Warranty claims may only be accepted, processed and remedied by the Guarantor or its authorised service center.
- 3.6. Any defect must be reported to the Guarantor's Dealer or the Guarantor in writing to the Guarantor's registered address or by e-mail to: [biuro@martz.eu](mailto:biuro@martz.eu). As part of the notification, the notification document must be completed in accordance with the specimen on [www.martz.eu](http://www.martz.eu). Claims under the guarantee, hereinafter referred to as complaints, made without complying with the procedures and deadlines will not be considered.
- 3.7. The complaint must be accompanied by a detailed description of the symptoms of the Product's malfunction (defect), taking into account the working environment and the way in which the defects manifest themselves, as well as the date and circumstances in which the defect was discovered.
- 3.8. The Purchaser is obliged to provide written information on any modifications made to the Product, in particular additional devices or components installed, before handing over the Product to the Guarantor. In the absence of such information, the risk of accidental loss or damage to these components shall be borne by the Purchaser.
- 3.9. The Guarantor shall use its best endeavours to rectify the defect within 30 days of the delivery of the defective Product to the Guarantor. The Guarantor reserves reserves the right to extend this deadline if it is necessary to import components for repair from outside Poland or in other justified cases.
- 3.10. The Guarantor has the right to charge the Purchaser with the costs of service and/or transport if the complaint turned out to be unjustified, i.e. the damage was not covered by the warranty or the device turned out to be functional.
- 3.11. The parts and Product replaced by the Guarantor become the property of the Guarantor.
- 3.12. The warranty repair is documented by a protocol and an entry in the service book of the Product, if issued for it by the Guarantor.

### 4. General service conditions

- 4.1. Warranty inspections of trailers must be carried out in accordance with the schedule forming part of the Warranty Book.
- 4.2. Maintenance is evidenced by an entry in the MARTZ Sp. z o.o. service book. (or a service agent designated by MARTZ Sp. z o.o.) in the product's service book.
- 4.3. The costs of inspections shall be borne by the Purchaser.

### 5. Other conditions

- 5.1. The Warranty Book shall take precedence over factory warranties, which may be contained in the operating manual or other documents accompanying the of the Product sold.
- 5.2. If the Purchaser is in arrears with the payment of the sale price of the product to the Guarantor, the Guarantor has the right to withhold its obligations under the guarantee until the outstanding payment has been paid in full.
- 5.3. The rights and obligations of the parties under this guarantee shall be governed solely by the provisions contained in the General Terms and Conditions of Guarantee and the Guarantee Book.
- 4.4. Current list of authorised MARTZ Sp. z o.o. services is available at [www.martz.eu](http://www.martz.eu) or at MARTZ Sp. z o.o. offices.



## PREMIUM GUARANTEE

As one of the few trailer manufacturers on the market, we offer the option of taking out an additional **PREMIUM Guarantee**, which extends the standard warranty period from 2 years by an additional year. Our customers thus receive **up to 3 years of protection**.

**You have up to 14 calendar days to purchase the additional guarantee protection.**

**Ask your dealer for details.**

## DATA OF THE TRAILER

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The Road Transport Department of the Ministry of Infrastructure approves MARTZ Sp. z o.o. trailers for use on public roads.

NO. VIN OF THE TRAILER

TYPE  APPROVAL

OPTION  COMMERCIAL NAME

VERSION

## OWNER DATA

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CUSTOMER DETAILS / COMPANY

COMPANY NAME  NO. VAT.

NAME  NO. TEL.

(street name, house/flat number, town, postal code, country)

Stamp, date and legible signature of the Seller

Date and legible signature of the customer

**TRAILER OPERATING INSTRUCTIONS AVAILABLE FOR  
DOWNLOAD AT [www.martz.eu/en/documents](http://www.martz.eu/en/documents)**

# WARRANTY INSPECTIONS

The user is obliged, under penalty of losing warranty rights, to carry out a paid warranty inspection of the trailer at an Authorised Dealer within the period specified by the manufacturer in the table below.

<p>Service <b>A</b></p>	
<p>A MANUFACTURER'S GUARANTEE</p> <p>12 months from date of purchase (mandatory to extend manufacturer's warranty)</p> <p>DATE</p> <p><input type="text"/><input type="text"/>-<input type="text"/><input type="text"/>-<input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/></p>	<p><input type="text"/></p> <p>Stamp, date and legible signature of the Seller</p>

<p>Service <b>B*</b></p>	
<p>PREMIUM GUARANTEE</p> <p>24 months from date of purchase OBLIGATORY IF ADDITIONAL PROTECTION IS PURCHASED</p> <p>DATE</p> <p><input type="text"/><input type="text"/>-<input type="text"/><input type="text"/>-<input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/></p>	<p><input type="text"/></p> <p>Stamp, date and legible signature of the Seller</p>

# WARRANTY INSPECTIONS

SERVICE A

Date   -

Scope of the warranty inspection after 12 months				
No.	Control activity	working	not working	repaired
1	Check that the electrical system is working properly			
2	Verification of ball hitch wear and tightness			
3	Inspection of emergency cable			
4	Checking wheel tightness and bearing play			
5	Verification of brake rod condition			
6	Checking for wear on the brake linkage			
7	Adjustment of play on tilt drawbars and overrun flaps			
8	Control of looseness on hinged drawbar hooks and ramp flaps.			
9	Checking the condition of the tires			
10	Visual inspection of the frame to identify any cracks			
Additional work / materials used				

<p>Stamp and signature</p>	<p>NEXT SERVICE B*</p> <p>Date:</p> <p><input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/></p>
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# WARRANTY INSPECTIONS

SERVICE B

Date   -



Scope of the warranty inspection after 12 months				
No.	Control activity	working	not working	repaired
1	Check that the electrical system is working properly			
2	Verification of ball hitch wear and tightness			
3	Inspection of emergency cable			
4	Checking wheel tightness and bearing play			
5	Verification of brake rod condition			
6	Checking for wear on the brake linkage			
7	Adjustment of play on tilt drawbars and overrun flaps			
8	Control of looseness on hinged drawbar hooks and ramp flaps.			
9	Checking the condition of the tires			
10	Visual inspection of the frame to identify any cracks			
Additional work / materials used				

Stamp and signature



[www.martz.eu](http://www.martz.eu)

**Martz Sp. z o.o.**

**Aleja Lotników Polskich 1**

**21-040 Świdnik**

**Tel: +48 81 451 15 31**

**Fax: +48 81 451 15 30**