

WARRANTY POLICY

Schaeffler India Ltd.

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Warranty Policy

Claims of the customers in case of delivery of defective products

Introduction

Schaeffler is confronted with the delivery of defective products as a supplier. It warrants absence of defects in materials and workmanship in accordance with the respective state of the art applicable at the time the product was manufactured.

The warranty is valid to the original purchaser only under the condition of normal use. It is limited only to the replacement or for the value of Schaeffler products.

In the following, a general information on the defense against or assertion of claims in case of delivery of defective products.

In all issues concerning warranty disposition, decision of Schaeffler India Ltd. Will be final and binding.

1. Prerequisite for warranty policy

a. Defect

A defect exists –

- In case of deviation of the contractually agreed specifications, or
- If there is no suitability for the contractually agreed purpose of use, or
- If there is no suitability for the generally understood purpose of use.

b. Time, Burden of Proof

The defect must be present at the time of delivery of the supplier to the customer. However, this does not require that the product is damaged at this time. It is sufficient that the defect is already created in the product at the time of delivery.

The customer must prove that the product already had the defect at the time of delivery.

c. Inspection obligation, Obligation of Mitigation

1. Customer Obligation

The customer must inspect the product for defect at receipt of the delivery and must notify immediately to Schaeffler India Ltd authorized distributor's place of business during regular business hours, otherwise the customer loses all rights because of the defect.

2. Obligation of Schaeffler India Ltd.

Except for the warranty procedures and replacement policy as listed in this document Schaeffler India Ltd assumes no obligations or liabilities (whether for direct or consequential damages) and gives no warranty of merchantability or fitness for a particular purpose, and it authorizes no other person or party to assume for it any other obligation or liability in connection with the sale of Schaeffler India Ltd products.

d. Fault

Fault is the intentional or only negligent cause of the defect. The fault of the seller is usually assumed. He has to prove the opposite.

Formal requirements

a. Notice of Defects

The customer must inform the seller of the defects (in general in writing) and must require immediate remedy of the defect.

b. Retention Obligation of Defective Products

The defective products (each part) must be kept in order to prove the defect. Scrapping of the parts may only take place after the seller (supplier) has fully recognized the defect in terms of reason and amount. Defective product to sent to Schaeffler India Ltd. At Hosur for further action (scrapping).

c. Documentation Obligation

The defect and consequences must always be documented (photos, reports, minutes, of testimonies). Schaeffler India Ltd. Shall accept the warranty of parts that are accompanied by all the documents mentioned in warranty claim procedure (5).

Points of Exclusions

This warranty does not cover ;

1. Conditions resulting from normal wear & tear, alterations or accidents.
2. Usage for which the parts or accessory was not designed nor approved.
3. Wrong fitment.
4. Tampering.
5. Loss of time, inconvenience, labor for replacement, loss of use or any other damages of this consequence.
6. Claims which involve spurious and unidentified parts.

Period of Warranty / Warranty Terms**a. LuK Transmission parts (Clutch cover Assembly & Clutch plate)**

- Passenger car : Components are supplied with 90,000Kms or 3 years warranty from the date of invoice (whichever is earlier) against manufacturing defects.
- Commercial vehicle : Components are supplied with 70,000Kms or 9 months warranty from the date of invoice (whichever is earlier) against manufacturing defects.
- Tractor : Components are supplied with 1500Hrs or 9 months warranty from the date of invoice (whichever is earlier) against manufacturing defects.

b. INA Engine components

Primary drive components :

Timing Chain Drive system - Complete set of timing chain drive system are supplied with 80,000Kms or 3 years warranty from the date of invoice (Whichever is earlier) against manufacturing defects.

Timing Belt Drive system - Complete set of timing belt drive system are supplied with 60,000Kms or 2 years warranty from the date of invoice (Whichever is earlier) against manufacturing defects.

Front End Auxiliary Drive (FEAD) Tensioner - are supplied with 80,000Kms or 3 years warranty from the date of invoice (Whichever is earlier) against manufacturing defects.

c. Lubrication

Grease

1. NLGi3 Heavy duty grease : It is supplied with 40,000 Kms warranty from the date of invoice.
2. NLGi3 High Speed grease : It is supplied with 90,000 Kms warranty from the date of invoice.
3. NLGi3 Premium HD grease : It is supplied with 1,20,000 Kms warranty from the date of invoice.

Defects caused by normal wear and tear and products used in motorsport competitions are excluded from any warranty obligations. The warranty also does not apply if the product was used in a tuned motor vehicle. Tuning is any alteration to the vehicle in deviation from the series production status, in particular for the purpose of performance enhancement or in the form of a vehicle super-structure.

Warranty Claim Procedure

1. Warranty Acceptance Authorization

Schaeffler India sales Executives are authorized to accept warranty claim based on the warranty acceptance check list and settle the same on the spot. The Sales Executives are expected to satisfy themselves genuineness of the parts.

2. Acceptance Procedure

On receipt of any product, personnel administering warranty Should check the genuineness of the claim using the Warranty Checklist

- Check the genuiness of the claim.
- If the Warranty is genuine and it has been determined that warranty is acceptable, immediately the distributor should replace the failed parts.
- Return the Warranty parts with complete paper work to Schaeffler India Hosur only. The paper work shall include the following :
 - Your Packing list and other Statutory documents for transit.
 - Inspection report duly signed by distributor as well as Schaeffler India Sales Executive.
 - All the consignments should be booked on paid basis only.

3. Reimbursement of Parts

Schaeffler India shall accept the warranty of products that are accompanied by all the documents mentioned in (5) and fulfill the criteria mentioned in the warranty checklist.

Schaeffler India will issue credit note to distributors (for the accepted items) to the concerned distributor's branch within 30 days from the date of receipt of the claimed material at our end.

4. Time Limit for Submitted Claims

Settlement will not be made for any Warranty Claim which is received at the office of Schaeffler India more than 90 days after acceptance of warranty.

No warranty claim will be entertained without the Inspection report of Schaeffler India Sales Executive.

5. Defective Parts Retention

All Parts accepted for warranty by Schaeffler India Sales Executives must be forwarded to Schaeffler India Ltd. Hosur only on following address with the documentation mentioned above.

Address :

Schaeffler India Limited
PB 20, Survey no 950,
Royakottah Road, HOSUR,
Tamil Nadu, 602102

No warranty claim will be accepted by Schaeffler without the accompanying parts.

6. Control & Clarifications.

Distributor should contact concerned Schaeffler representative for further clarification of the Schaeffler Warranty Policy and Procedure checklist.

Schaeffler India Limited