

EXTENDED WARRANTY

„Hatz Protect+ Warranty“

General Terms and Conditions (only towards business customers and not consumers)

1. Conclusion of the „Protect+ Warranty” Agreement

Hatz offers the business owners of Hatz engines (hereinafter referred to as "Customers") who are subject to sales tax an Extended Warranty of up to 48 months in addition to the Basic Warranty of 12 months under the following conditions. The prerequisite for this is, among other conditions, the completion and maintenance of the engine registration at dsp.hatz.com. By successfully registering the engine, the Customer agrees to the terms of this "Hatz Protect+ Warranty" Agreement.

“Protect+ Warranty” applies to all types of the following Hatz motor families:

- B-Series
- D-Series
- H-Series

2. Requirements and Term of the “Hatz Protect+ Warranty” Agreement

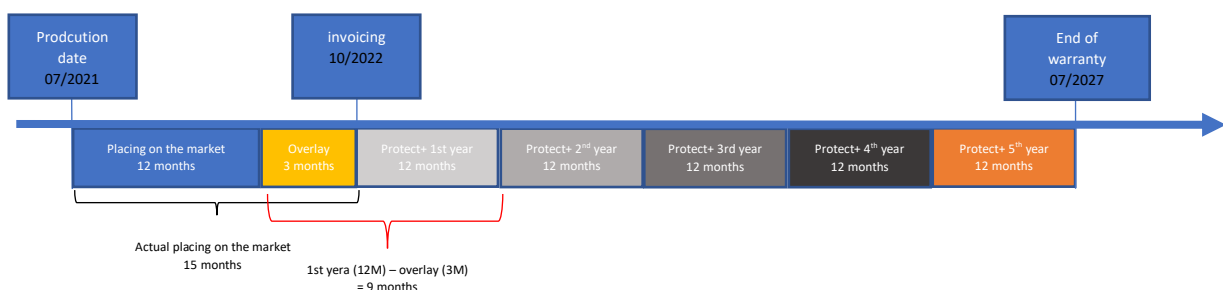
2.1. After the Customer has purchased and received the OEM product equipped with the Hatz engine from the OEM product manufacturer, he can register the engine on the Hatz portal at dsp.hatz.com. This registration can also be done by the equipment manufacturer or authorized Hatz workshop.

2.2. The engine registration and subsequently this "Hatz Protect+ Warranty" Agreement can be effectively concluded if the following requirements are met:

2.2.1. The Customer performs the engine registration before performing the first routine maintenance required by the Hatz maintenance plan.

2.2.2. The production date indicated on the type plate of the engine is not older than 12 months at the time of receipt of the OEM product equipped with the Hatz engine. If the date of production is older than 12 months, the warranty stipulated in Clause 3. and Clause 4. is reduced by the respective exceeding months. If the production date is older than 36 months, engine registration and the conclusion of a "Hatz Protect+ Warranty" Agreement is not possible.

Illustration: [Example: Purchase of the OEM product in October 2022, production date of the engine July 2021: the engine can be successfully registered and the "Hatz Product+ Warranty" Agreement concluded, the warranty is reduced by 3 months].



- 2.2.3. The correct installation of the engine in the OEM product purchased by the Customer has been confirmed by Hatz to the OEM product manufacturer by means of an installation protocol. Only the OEM products of this OEM product manufacturer are entitled to participate in the "Hatz Protect+ Warranty" program.
 - 2.2.4. Prior to registration, all necessary repairs have been carried out exclusively by workshops authorized by Hatz. The workshops currently authorized by Hatz can be found at network.hatz.com.
 - 2.2.5. The registered engine is equipped with an operation hours counter and is operated continuously with it. Machines that have been equipped without an operating hours counter can participate in the Protect+ Warranty Program by retrofitting an operating hours counter. The retrofit must be carried out promptly by an authorized dealer after commissioning of the engine and must be documented.
 - 2.2.6. Only Hatz original spare parts are used for the operation, maintenance and repair of the registered engine.
 - 2.2.7. Any maintenance is carried out according to the scheduled maintenance interval (depending on the operating hours or at least once a year) or any necessary repairs are carried out immediately, this exclusively by workshops authorized by Hatz or workshops of the OEM product manufacturer approved by Hatz (see network.hatz.com). Maintenance intervals will be exceeded by no more than 10% of the operating hours specified for the maintenance level and never by more than 28 days.
 - 2.2.8. All necessary repairs to the registered engine are carried out immediately and exclusively by a workshop authorized by Hatz.
 - 2.2.9. The registered engine is used only for the purposes for which it was originally intended and is not overloaded, underloaded or operated improperly.
- 2.3. Upon registration of the engine, the Customer is directly entitled to a 12-month warranty from Hatz as regulated in Clause 3.

Following the Basic Warranty, the warranty will be extended in accordance with the conditions regulated in Clause 4. if the customer has the engine professionally serviced by a workshop authorized by Hatz or by a workshop of the OEM product manufacturer approved by Hatz when the respective maintenance level is reached, but at least once a year. An extension of the warranty is possible at the longest until the aforementioned maximum operating hours have been reached or for a maximum period of 48 months. If the OEM pays a one-off flat-rate Service Fee as listed in Annex 1 with ordering the engine, the customer will already be entitled to an Extended Warranty of optionally 12 to 48 months at this time, provided that he has registered the engine and the maintenance work carried out professionally at least once a year by a workshop authorized by Hatz or by a workshop of the OEM product manufacturer approved by Hatz.

- 2.4. If the requirements are not met at the time of registration, the conclusion of a "Hatz Product+ Warranty" Agreement is not possible. If, at a later point in time, the requirements stated in Clause 2.2.5 to Clause 2.2.8 are no longer fulfilled, the Customer is no longer entitled to any rights under this Agreement. In this event, Hatz is no longer obliged to carry out warranty work without the need for express termination by Hatz.

3. Basic Warranty

- 3.1. The period of the Basic Warranty is usually 12 months (but not more than 2,000 operating hours). The warranty commences on the date the Customer receives the OEM product equipped with the registered engine from the OEM product manufacturer. For the purposes of this Agreement, the date of the invoice issued by the OEM product manufacturer will be used to determine this date for simplicity. The period of the basic warranty shall be reduced by the number of days by which the product date indicated on the type plate has been exceeded by more than 12 months at the time of the commencement of the warranty (for example, see above under Clause 2.2.2).
- 3.2. In the event of defects as to the quality of the engine, Hatz shall, at its option to be made within a reasonable period of time, first be obliged and entitled to remedy the defect or to make a replacement delivery. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the Customer may claim compensation for the decrease in value of the defective engine or the defective component. Additional expenses for the rectification of defects incurred in connection with difficult access to the engine shall be borne by the customer.
- 3.3. If a defect is due to the fault of Hatz, the Customer may claim damages. Hatz's liability for damages, irrespective of the legal reason, is limited as follows:
 - 3.3.1. Hatz shall not be liable in case of ordinary negligence of its organs, legal representatives, employees or other vicarious agents, except in case of a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the delivery item free of material defects in a timely manner as well as advisory, protective and custodial obligations which are intended to enable the Customer to use the engine in accordance with the contract or which are intended to protect the life and health of the Customer's personnel or to protect the Customer's property from significant damage.
 - 3.3.2. To the extent that Hatz is liable on the merits for damages under the preceding paragraph, such liability shall be limited to damages which Hatz foresaw at the time of the conclusion of the contract as a possible consequence of a breach of the contract or which Hatz should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects of the engine shall, moreover, only be compensable to the extent that such damage is typically to be expected when the engine is used for its intended purpose.
 - 3.3.3. In the event of liability for ordinary negligence, Hatz's liability to pay compensation for damage to property and further pecuniary loss resulting therefrom shall be limited to an amount of EUR 8,000,000.00 per claim (corresponding to the current coverage amount of its product liability insurance or third party liability insurance), even in the event of a breach of material contractual obligations.
 - 3.3.4. The limitations of this section shall not apply to Hatz's liability for willful misconduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.
- 3.4. In the event of defects in components of other manufacturers which Hatz cannot remedy for licensing or factual reasons, Hatz shall, at its option, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. In the event of such defects, warranty claims against Hatz shall only exist under the other conditions and in accordance with the provisions of this

warranty certificate if the legal enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful, for example due to insolvency. For the duration of the litigation, the limitation period for the relevant warranty claims of the Customer against Hatz shall be suspended.

3.5. The warranty shall not apply if the defect is due to the following causes:

- 3.5.1. the Customer modifies the engine or has it modified by a third party without the consent of Hatz (e.g. performance enhancement) and the rectification of defects is thereby rendered impossible or unreasonably difficult;
- 3.5.2. instructions for the operation of the diesel engine (including maintenance instructions) or fuel and fluid specification are not observed;
- 3.5.3. natural wear and tear or external influences such as improper handling and storage, inadequate corrosion protection, external influences, improper installation;
- 3.5.4. use under exceptional operating conditions or use other than that agreed or expected.

4. Extended Warranty

4.1. The Extended Warranty period shall follow immediately after expiry of the Basic Warranty regulated in Clause 3. in accordance with the following provisions. The Extended Warranty shall cover a period of not more than 48 months, but not more than 3,000 operating hours in the case of an air-cooled engine or 5,000 operating hours in the case of a water-cooled engine.

4.2. The Extended Warranty is limited to the repair of defects in the standard Hatz components/assemblies listed in Clause 4.3. The Extended Warranty does not cover the repair or replacement of parts which subsequently become inoperable due to this defect. This applies in the same way to the costs of removing and installing the defective engine from the OEM product as well as to the transport and travel costs. Additional expenses for the rectification of defects incurred in connection with difficult access to the engine shall be borne by the customer.

4.3. The following components are the only ones covered by the Extended Warranty:

- 4.3.1. Engine: Flywheel, gear ring, oil pump, oil pan, crankshaft, timing cover, camshaft, rocker arm, valve & valve guides, piston & piston rings, conrod, turbo charger, valve control, crankcase, cylinder liner, cylinder head, EGR cooler, valve cover, crankcase ventilation, speed control without Bowden cable, mixing device;
- 4.3.2. Cooling system: thermostat, radiator, radiator cap, expansion tank, waterpump, tubing, intercooler, pfm housing
- 4.3.3. Electrics/ Electronics: starter motor, key switch, alternator, ECU, sensors, pre-glow relais, DC/DC converter, (central) electric board, power module, instrument boxes, powerbox, CAN-Display, throttle valve, speed control, EGR valve;
- 4.3.4. Fuel system: fuel feed pump, high pressure pump, high pressure rail, fuel level device, injectors (water-cooled engines), injection nozzles (air-cooled engines), high pressure lines;
- 4.3.5. Power take off (PTO/SPTO): hydraulic pumps, gear wheels.

- 4.4. If there is a defect, the Customer may demand that the defect be remedied in the same way as provided for in Clause 3.2 and Clause 3.5. The assertion of claims for damages is expressly excluded during the Extended Warranty, other than as provided for the Basic Warranty in Clause 3.3. The same applies to the assumption of transport and freight costs.

5. Resale of the OEM Product or the Engine

If the Customer sells the OEM product equipped with the Hatz engine to a business third party within the warranty period, the third party shall assume the rights arising from this warranty assurance if it reregisters the engine on dsp.hatz.com within 10 working days. In other cases of sale of the OEM product or the engine, this "Hatz Product+ Warranty" Agreement ceases to be valid with immediate effect and to the exclusion of any mutual rights and claims.

6. Final Provisions

- 6.1. No other and further warranty provisions apply between the Customer and Hatz beyond the provisions of this "Hatz Product+ Warranty" Agreement. Amendments and supplements to this "Hatz Product+ Warranty" Agreement must be made in writing. This also applies to the written form requirement itself.
- 6.2. The place of jurisdiction for any disputes arising out of this business relationship between Hatz and the Customer shall be, at Hatz's option, the place of Hatz's registered office or the place of the Customer's registered office. The exclusive place of jurisdiction for any action against Hatz shall be the registered office of Hatz. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- 6.3. The relationship between Hatz and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- 6.4. If any of the foregoing provisions is or becomes invalid, void or unenforceable, the validity of the remaining provisions shall not be affected thereby. The Customer and Hatz undertake to replace the invalid, void or unenforceable provision with a valid and enforceable provision which comes as close as possible to the economic purpose of the invalid, void or unenforceable provision. This shall apply accordingly in the event of a loophole in the Agreement.

Motorenfabrik Hatz GmbH & Co. KG; 03/2023

ANNEXES: Annex 1 One-off flat-rate Service Fee

Annex 1

One-off flat-rate service fees

Water-cooled engines				
12 months	24 months	36 months	48 months	60 months
2.000 h	2.000 h	3.000 h	4.000 h	5.000 h
-	462 €	585 €	661 €	738 €
Air-cooled engines				
12 months	24 months	36 months	48 months	60 months
2.000 h	2.000 h	3.000 h	3.000 h	3.000 h
-	385 €	462 €	500 €	538 €