

To Whom it May Concern:

Brink Towing Systems (Pty) Ltd Guarantee

Dear Sir/Madam,

This letter serves as confirmation of Brink Towing Systems (Pty) Ltd Guarantee on towbars as set out below:

Brink guarantees that the delivered goods or parts thereof shall for the duration of a period of 5 years after delivery be free from defects that are the direct result of faulty materials, faulty construction or of manufacturing errors.

- In contravention to the provisions laid down in paragraph 1 of the present Clause, the guarantee for goods bought by Brink from third parties or that were developed and/or manufactured by third parties as ordered by Brink, shall be limited to the guarantee that Brink shall be able to realize with these third parties.
- An invocation of the guarantee shall only be considered by Brink if this is submitted to Brink in writing either within 14 days after the defect has been detected, or within 14 days after the defect could reasonably have been detected.
- All claims with respect to guarantees shall lapse if:
 - The Other Party without the prior consent of Brink makes alterations to or repairs the delivered goods or lets third parties do - the same. The delivered goods are injudiciously used and/or used for other purposes than the original, normal purposes;
 - The user manual, or the mounting or assembly instructions have not strictly been adhered to;
 - With the mounting or assembly other parts than the original (and delivered) Brink parts have been used;
 - The defect is the result of other causes than faulty materials, faulty construction or manufacturing errors;
 - Delivery of used (second hand) materials, parts or goods has been agreed;
 - The Other Party fails to perform obligations arising from the Agreement;
 - There are prescribed constructions, materials or working methods that have been provided for or prescribed by the Other Party;- There is insufficient or incorrect maintenance or no maintenance at all;
 - The defect is caused by normal wear.
- Minor deviations as to measure, colour, weight or number shall constitute no reason for an invocation of guarantee.
- The expenses with respect to repairs to the delivered goods carried out without the prior consent of Brink by the Other Party itself or carried out by third parties at the order of the Other Party, shall under no circumstances be borne by Brink.
- Brink under its obligations of guarantee shall only be held to repair or replace at its expense the goods delivered by it or parts thereof within South Africa. Brink reserves the right to charge any additional costs, such as travelling and lodging expenses, labour costs, and shipment expenses and (dis)assembly costs to the Other Party.
- If Brink for the purposes of performing its guarantee obligation delivers goods or parts thereof anew, the replaced goods or parts shall become the property of Brink at the moment of replacement.
- Returned shipments shall exclusively be accepted after the prior consent in writing by Brink. The returning of shipments shall take place at the expense and Risk of the Other Party.

Mark Gutridge
Managing Director
Brink Towing Systems (Pty) Ltd