

I. General Warranty Provisions / Consumer Warranty Rights

Bücker Trailer GmbH, with headquarters in Emsdetten, Hollefeldstraße 35, 48282 Emsdetten, Germany ("Bücker Trailer GmbH"), provides consumers with this manufacturer's warranty exclusively for the aluminium sandwich floor, side walls and tailgate parts in all Careliner® brand horse trailers ("Product") in addition to the statutory warranty to which the consumer is entitled from the seller, in accordance with the provisions of these warranty conditions against rotting of the aforementioned parts (aluminium sandwich floor, side walls and tailgate).

This manufacturer's warranty applies without prejudice to mandatory statutory liability regulations, such as under the German Product Liability Act, in cases of intent and gross negligence, due to injury to life, limb or health by Bücker Trailer GmbH or its vicarious agents.

Furthermore, in addition to this guarantee, the consumer is entitled to the applicable statutory rights in the event of defects in the product free of charge. The consumer's warranty rights are not restricted by the warranty.

"Consumer" as defined in this manufacturer's warranty is any natural person who is the owner of a product (Careliner® brand horse trailer) and who has not purchased the product in order to resell it or to install it for third parties as part of their commercial or independent professional activity. "Original customer" is the consumer who first purchased the product from Bücker Trailer GmbH, a dealer or another natural or legal person who resells or installs the product as part of their commercial or independent professional activity.

II. Warranty Protection Against Rotting - Warranty Period

Valid for all aluminium sandwich floors, side walls and tailgates installed in a Careliner® brand horse trailer purchased by original customers from 01/03/2020 (proof of purchase):

Bücker Trailer GmbH guarantees consumers that the aluminium sandwich floor, the side walls and the tailgate are rot-proof for the period specified in the next paragraph and that no rotting will occur during this period. Claims for compensation for consequential damages or from product liability shall only exist in accordance with the mandatory statutory provisions.

This warranty applies to all aluminium sandwich floors, side walls and tailgates installed in a Careliner® brand horse trailer for a period of 15 years from the date of purchase by the original customer. The warranty period shall not be extended due to the provision of services under this warranty, in particular not in the case of repair or replacement. In such cases, the warranty period shall not begin anew.

III. Written Notification

The consumer can assert the rights arising from this warranty by notifying Bücker Trailer GmbH or the dealer from whom the original customer purchased the product in writing within the warranty period. A further requirement is that the consumer must report the defect within two months of recognising it or should have recognised it. It is the responsibility of the consumer to prove that the warranty has not expired (e.g. by presenting the proof of purchase from the original customer). If necessary, Bücker Trailer GmbH is authorised to determine the start of the warranty period according to the date of manufacture.

IV. Warranty Services

Bücker Trailer GmbH is at liberty to repair or replace the product.

Generally, the consumer will have the defective aluminium sandwich floor, side wall or tailgate repaired on site by a specialist workshop selected by the consumer with the prior consent of Bücker

Trailer GmbH. In this case, the warranty covers the free delivery of the necessary spare parts. If Bucker Trailer GmbH decides by written agreement to carry out the repair itself, Bucker Trailer GmbH shall bear the resulting costs for spare parts, installation and its own labour costs as well as any expenses for transporting the horse trailer. The consumer must make the horse trailer accessible for this purpose.

The old aluminium sandwich floor, the old side panel or the old tailgate will be replaced free of charge with a new component of the same type and quality.

Transport to and from Bucker Trailer GmbH or to and from the repair workshop for repair under this warranty, as well as any removal and reinstallation of the aluminium sandwich floor, the side walls or the tailgate or any other special measures for this purpose may only be carried out with the prior consent of Bucker Trailer GmbH. If Bucker Trailer GmbH agrees to the intended measure, it shall bear the costs incurred in carrying out the measure within the scope of these warranty conditions.

V. Prerequisite and Exclusions

In order for this warranty to be effective, the horse trailer must be professionally maintained in accordance with the operating manual and the recognised rules of technology (e.g. by a master workshop or an authorised specialist company) and the operating manuals must be observed.

The warranty claim does **not** extend to:

- Wearing parts, such as seals, due to normal wear and tear;
- fragile parts, such as glass and light bulbs, due to breakage;
- minor deviations of the aluminium sandwich floor, the side walls or the tailgate from the specified condition, which have no influence on the utility value of the product;
- defects in the aluminium sandwich floor, the side walls or the tailgate caused by excessive use or blunt force by persons or animals
- damage caused by the defective aluminium sandwich floor, the defective side walls or the defective tailgate
- damage attributable to normal wear and tear or wilful damage. In the event of damage caused by negligence, contributory negligence shall be mutually recognised;
- improper installation or commissioning;
- lack of or incorrect maintenance;
- when the Careliner® horse box is used for purposes other than those for which it is intended;
- damage caused by force majeure or natural disasters, in particular, but not limited to, flooding, fire, storm, hail, lightning or frost.

VI. No Warranty Case

If a product defect proves not to be covered by this warranty, the costs incurred in transporting the horse trailer shall be borne by the consumer. In addition, the consumer shall bear the costs, including any labour costs, incurred in inspecting the horse trailer, as well as any costs of removing and reinstalling the aluminium sandwich floor, side panels or tailgate. If, after being informed that the warranty does not apply and of the expected costs of the repair, the consumer still wishes the repair to be carried out, then it must also bear the costs of the replacement parts and the labour costs.

If the defect was not present on delivery of the aluminium sandwich floor, side panel or tailgate, Bucker Trailer GmbH will decide on a case-by-case basis whether to rectify the defect as a goodwill gesture. In this case, the consumer has no legal right to have the defect remedied.

VII. No Limitation of Statutory Rights

In addition to the rights arising from the warranty, the consumer is entitled to the statutory rights, in

particular the right to compensation for defects, free of charge.

These rights, which may be more favourable to the consumer, are not limited by the warranty. Furthermore, the warranty does not affect the rights that the original customer, and, where applicable, the consumer, may have against the seller from whom the original customer purchased the product.

VIII. Place of Performance and Applicable Law

This warranty is subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. The place of performance for the obligations arising from this warranty is Emsdetten, Germany.

**Bücker Trailer
GmbH
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