

# S.T. SYSTEM TRUCK S.p.A.

*Trasformazioni e Soluzioni per Veicoli Industriali*

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## GENERAL CONDITIONS OF GUARANTEE

### DEFINITIONS

- S.T. means the business S.T. System Truck S.p.A.
- INSTALLER means the dealership authorized by S.T. for the repair or replacement of the vehicle under guarantee.
- OWNER means the person named on the vehicle registration.
- PARTIES means S.T., collectively defined as the installer and owner.
- CONTRACT means the current general conditions of guarantee.

### Art. 1 – WARRANTY PERIOD

1.1. S.T. guarantees that the components it supplies, installed on vehicles allowed to circulate, are free of material or manufacturing defects. The warranty period is of 12 months from the date the vehicle was first used, limited to 18 months from the original supply date.

### Art. 2 – CONDITIONS OF WARRANTY

- 2.1. All components are guaranteed, both in their manufacture and actual cost, to the conditions hereby specified:
- The original S.T. components which are installed during the warranty period are only guaranteed for the period of time left before the expiry of the warranty on the original piece.
  - The conditions of warranty are subject to following the terms of use, maintenance and entail routine inspections.
  - Vehicles which are used in conditions different from those considered standard by S.T., will have to request prior approval for the use of S.T. components. Any change in vehicle use, which may imply a reduction of the longevity of some S.T. components, will have to be communicated to S.T. to obtain approval. Failure to provide this information could imply forfeiting the warranty.
  - Normal wear and tear is not covered by the warranty; and nor are components which are missing, faulty or damaged as a result of:
    - faulty installation on the vehicle, fixing, repair or modification carried out incorrectly (including adaptations, changes or modifications to the configuration or use of the vehicle originally approved by S.T.);
    - accident, natural disaster, abuse or inappropriate use (including overloading beyond the capacity of the authorized legal limit);
    - inadequate or insufficient maintenance (including the failure to use appropriate lubricants and the failure to respect periodic inspections and maintenance checks).
- 2.2. S.T. will not be in any case responsible for direct or indirect damage, including but not limited to: towing a vehicle, loss of productivity, damage to cargo or any other loss or cost owed to a defective component covered by the current warranty:

### Art. 3 – TERMS AND CONDITIONS OF WARRANTY

- 3.1. This warranty is solely valid for components manufactured or sold by S.T., as replacement of any other guarantee or conditions, implicit, explicit or legally recognized on the vehicle.
- 3.2. This warranty covers solely the repair or replacement, according to S.T., of defective components. S.T. reserves the right to request the components or have them made available to S.T. for evaluation and servicing.
- 3.3. This document is the sole binding and complete agreement between S.T. and the installer which the warranty makes reference to. The installer is not authorized to concede additional guarantees in the name of S.T. This agreement defines the terms and conditions between S.T. and the installer in case one of the components is defective.
- 3.4. If the owner encounters within the warranty period a defect in the manufacture or material used, they will have to inform as soon as possible the installer of the component on the vehicle. To carry out the repair, the vehicle will have to be taken, in accordance with the installer, to the car garage where an evaluation will be carried out and the repair under warranty formalized. Once the approval of S.T. has been obtained, the repair or replacement can be carried out, within the warranty period, of the faulty component.
- 3.5. S.T. reserves the right to modify or change the product characteristics without prior communication.

### Art. 4 – DISCLAIMER

- 4.1. The current warranty does not cover any component not manufactured, sold or commercialized by S.T.
- 4.2. The current warranty does not cover the repair costs, replacement or fitting of the following components:
- when the problem is a consequence of using or installing material which is not an original S.T.;
  - when the problem is caused by inadequate use or abuse of other components of the vehicle.

### Art. 5 – PERSONAL DATA

5.1. The interested parties inform each other reciprocally as stated and in accordance with art. 13 of D. Lgs. 196/2003 that the personal data supplied by one of the parties to the other, in terms of the interested party to the holder, in relation to the Contract shall be used by holder only with the aim of executing the warranty. The interested party has the right to obtain from the holder, all personal data which concern them (even if not yet registered) and have it communicated in a legible form.

Furthermore:

- the interested party has the right to obtain information:
  - regarding the origin of their personal data;
  - the finalities and modality of servicing;
  - the procedure observed when the servicing is carried out with the help of electronic equipment;
  - personal details of the holder, the managers and the designed representative in accordance with art. 5 of D. Lgs. 196/2003;
  - the subjects or subject categories to which personal data can be communicated to or can be made aware as designed in country representative, appointed or delegated.
- the interested party has the right to obtain:
  - the update, correction, and if relevant, integration of the data;
  - the cancelling, anonymisation or blocking of personal data used in violation of the law, including when it is not necessary to keep the information in relation to the reason the data was originally collected or subsequently used;
  - confirmation that recipients of the data have been notified of the operations mentioned in letters a. and b. and of their contents as well, except in cases in which notification was either not possible or required efforts disproportionate to the recipient's rights.
- the interested party has the right to oppose, either fully or in part:
  - for legitimate reasons pertaining to the use of personal data which regards them, even if pertinent to the reason for its collection;
  - the use of personal data which regards them with the aim of sending advertising, direct sale or the carrying out of market research or commercial contact.

5.2. All personal data requested by one of Parties to the other is necessary for the stipulation and execution of the Contract, without which it cannot be applied. The aforementioned data will not be divulged to third parties in any form except to those who need to know said data in relation to the execution of the Contract (for example, carriers, accountants, consultants etc.); furthermore, the Parties can divulge them to their respective dependants hired for the purpose of administrative execution ends as well as processing.

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