

## Warranty Conditions

These warranty conditions apply to all deliveries and products of FoodTrailerClub / INNOTRADE BV.

### 1. SCOPE OF THIS WARRANTY

1.1 This warranty applies to material or manufacturing defects in goods sold by FoodTrailerClub / INNOTRADE BV (“Goods”) which manifest themselves within twelve (12) months from the date of transfer of ownership (“Defect”). All claims under this warranty must be submitted in accordance with the procedure described in Article 3.

1.2 This warranty covers exclusively the repair or replacement of defective goods, as solely determined by FoodTrailerClub / INNOTRADE BV, and is subject to the exclusions and limitations set out below.

1.3 This warranty does not cover defects or damages resulting from:

- Improper use, maintenance, or storage of the Goods;
- Failure to follow installation, operating, or maintenance instructions provided by FoodTrailerClub / INNOTRADE BV;
- Unauthorized modifications, repairs, or tampering with serial numbers or warranty seals;
- Use of the Goods beyond the intended purpose specified at the time of sale, including overloading;
- Installation on chassis not approved by the manufacturer;
- Damage caused by insects, pests, extreme weather conditions, or road salts (such as magnesium chloride);
- Electrical power surges, outages, or lightning strikes;
- Accidental damage or vandalism;
- Normal wear and tear, including tires, brakes, lights, filters, paint, or batteries;
- Continued use of the Goods after a defect has become apparent or reasonably should have been noticed;
- Transport costs for delivering the Goods to a repair facility.

- Any failure resulting from third-party installations or accessories not supplied by FoodTrailerClub / INNOTRADE BV.

1.4 This warranty becomes void if the Goods have been repaired, modified, or altered by any party other than FoodTrailerClub / INNOTRADE BV, or without prior written authorization.

1.5 FoodTrailerClub / INNOTRADE BV is not responsible for any delay in repair or replacement caused by circumstances beyond its control, including the availability of spare parts.

## **2. SUPPLIER'S OBLIGATIONS**

2.1 FoodTrailerClub / INNOTRADE BV will, at its discretion, repair or replace defective Goods in order to restore them to proper condition, provided the defect falls within the scope of this warranty.

2.2 Repairs or replacements shall be carried out at a service facility approved by FoodTrailerClub / INNOTRADE BV. If on-site repairs are required, additional charges may apply.

2.3 This warranty does not cover additional work, including disassembly or reassembly of non-defective components necessary to access the defective part. Such costs shall be borne by the customer.

## **3. CUSTOMER OBLIGATIONS FOR WARRANTY CLAIMS**

3.1 To make a warranty claim, the customer must:

- Notify FoodTrailerClub / INNOTRADE BV in writing of the defect, provide proof of purchase (e.g., invoice), and submit detailed evidence of the defect (e.g., photos or videos);
- Deliver the defective Goods to the repair facility designated by FoodTrailerClub / INNOTRADE BV, or arrange transportation at their own expense.

3.2 Warranty claims must be submitted within fourteen (14) days after the defect has become apparent, and within the warranty period.

3.3 The warranty is non-transferable and applies only to the original purchaser.  
The customer must present the original sales invoice when submitting a claim.

3.4 Warranty claims are processed during normal business hours (Monday–Friday, 9:00–17:00).  
Urgent requests outside these hours may incur additional labor charges, unless otherwise agreed.

#### **4. DURATION OF THE WARRANTY**

4.1 The warranty is valid for twelve (12) months from the date of transfer of ownership.

4.2 After this twelve-month period, FoodTrailerClub / INNOTRADE BV is no longer liable for claims relating to the Goods, except as required by applicable law.

#### **5. RESPONSIBILITY FOR COSTS**

5.1 FoodTrailerClub / INNOTRADE BV is responsible for the costs directly related to the repair or replacement of the defect covered under this warranty.

5.2 The customer is responsible for:

- Transport costs for delivering the Goods to and from the repair facility;
- Additional labor or material costs related to non-warranty repairs or upgrades;
- Costs resulting from improper installation or maintenance.

#### **6. LIMITATION OF LIABILITY**

6.1 FoodTrailerClub / INNOTRADE BV shall not be liable for indirect, incidental, or consequential damages, including loss of income, profit, or business opportunities arising from the use of the Goods.

6.2 The maximum liability of FoodTrailerClub / INNOTRADE BV under this warranty shall not exceed the total amount paid by the customer for the Goods..

#### **7. STATUTORY RIGHTS**

7.1 This warranty is provided in addition to any mandatory rights the customer may have under Belgian law and the applicable European consumer protection directives.

7.2 In the event of a conflict between this warranty and applicable law, the legal provisions shall prevail.

## **8. APPLICABLE LAW AND DISPUTES**

8.1 This warranty is governed by Belgian law. All disputes arising out of or in connection with this warranty shall fall under the exclusive jurisdiction of the Belgian courts.

## **9. DATA PROTECTION**

9.1 FoodTrailerClub / INNOTRADE BV processes customer personal data in accordance with the General Data Protection Regulation (GDPR). Data are used exclusively for the purpose of handling warranty claims and providing customer service.