



WARRANTY CLAIMS PROCEDURE

The following procedure must be followed in respect of claims arising from any defect, malfunction, failure or hazardous characteristic of a Filter sold by G.U.D. Holdings (Pty) Ltd (“the Company”) and must be read with the applicable Product Warranty.

1. The Claimant must complete the claim form, available from marketing@gud.co.za
2. If it appears that any person or property has been harmed or damaged because of the defect, malfunction, failure or hazardous characteristic of the filter, all documents which show the extent and cost of the harm or damage (such as quotations or invoices for repair services) must be attached to the claim form. Information about steps that may have been taken to stop or limit any damage resulting from the defect, malfunction, failure or hazardous characteristic of the filter must also be provided.
3. If it is alleged that damage has been caused to an engine, the Company must be given immediate access to the engine.
4. The filter must be returned to the Company together with the claim form and supporting documents.
5. The above steps must be done within 30 days of the Claimant becoming aware of the defect, malfunction, failure or hazardous characteristic.
6. Once the filter has been returned to the Company a representative of the Company will inspect the filter in order to determine whether the filter is in fact defective or hazardous or has in fact malfunctioned or failed and if so, whether the defect, malfunction, failure or hazardous characteristic caused harm to a person or damage to property.
7. Once the filter, claim form and supporting documents have been inspected, the Company will determine whether in fact the filter is defective or hazardous or has in fact malfunctioned or failed and if so, will offer to remedy the defect, malfunction or failure and, where applicable, harm suffered by way of the various options available.
8. These options could include, for example, the replacement or repair of the filter and will always include remedies given to consumers under the Consumer Protection Act where these remedies are applicable to the facts of the case and where the time for such remedies set out in the Consumer Protection Act, has not run out.
9. In the event that the conclusion of the representative of the Company is disputed, the Claimant may appoint an independent person (at his cost) to assess the claim. If this is done and the independent assessor comes to a conclusion different to that of the Company representative, the Company representative will re-consider his conclusion and advise whether or not the original conclusion is changed.



10. Claimants will always be entitled to pursue claims in respect of sub-standard, unfit, failed, hazardous, unsafe or defective filters as contemplated in the Consumer Protection Act, using the specific mechanisms set out in chapter 3 of the Consumer Protection Act.

11. In order to finalise any resolution or settlement of a claim relating to a defect, malfunction, failure or hazardous characteristic and, where applicable, any resulting harm, the Claimant will be asked to sign a discharge.

