

## EUROPART Premium Parts Manufacturer's Guarantee\*

\*Version 2.0, as of January 2021

### Art. 1 Subject of guarantee

EUROPART Materials GmbH (hereinafter «EUROPART») guarantees the end customer (hereinafter «Customer»), in accordance with the following provisions, that the product of the EUROPART private brand «EUROPART Premium Parts» (hereinafter the «Product») as supplied to the Customer and purchased after 1 September 2020 will be free from initial material defects within the meaning of Section 434 of the German Civil Code (BGB) for a 3-year period. For an initial material defect, the Product must, already at the time of its first delivery to the initial purchaser, deviate from the agreed quality or from the quality which is necessary and usual for its agreed or normal use. The Customer must provide evidence of the existence of such an initial defect.

EUROPART will remedy any defect thus claimed by way of repair or by supplying new or refurbished parts or by reimbursing the purchase price. In the case of the delivery of new or refurbished parts, EUROPART shall owe an equivalent, analogue, and intact part which must correspond with the defective part in terms of brand, model, type, and batch.

All other claims of the Customer against EUROPART, including but not limited to claims for damages, expenses such as assembly and disassembly costs as well as possible consequential damages such as downtimes are excluded. The Customer's contractual or statutory rights vis-à-vis the seller remain unaffected by this guarantee.

This guarantee may be asserted by any Purchaser of the Product along the supply chain, including car workshops which have installed the Product or the owner of the vehicle in which the Product was installed. The claims fall to the entity which first asserts the guaranteed event.

Where the guarantee is asserted by the vehicle owner, the term of guarantee begins on the date of installation or, in all other cases, on the date of the respective purchase in the supply chain.

## Art. 2 Guaranteed event

Claims under this guarantee shall only apply if there is a material defect which had already existed at the time of handover to the original purchaser. In particular, the guarantee excludes all defects which only arise after the transfer of risk, e.g.

- any kind of wear, including but not limited to the usual wear of the Product;
- defects from improper installation or configuration of the Product or its installation by unqualified persons or without using the proper special tools or against the installation and maintenance instructions of the respective vehicle manufacturer or EUROPART;
- defects from improper storage or defects, including transport damage, caused by third parties;
- defects from other external influences such as weather, natural and environmental effects;
- defects from improper handling or possible misuse, including the use of the parts in other vehicles for which they are not intended or in a non-vehicle context or from placing strains on the Product or vehicle which exceed the specifications of the vehicle manufacturer and/or spare part manufacturer;
- defects from using improper or unsuitable fuels;
- defects from any work on or modification of the object, including but not limited to removing or effacing the serial number or breaking or damaging any protective seal or sealing wax in place against improper interventions;
- defects from sulfation, overtaking and wear of batteries due to insufficient charging, and defects caused by improper operation, maintenance (e.g., failure to monitor the acid level and/or water level or using the wrong charger) and use (e.g., supply batteries instead of starter batteries, misinstallation, unsuitable accessories) or improper storage (at high or low temperatures without charging) or depth discharge;
- if the Product was equipped with accessory parts which were not authorised by EUROPART.

### Art. 3 Processing of guarantee

To assert claims under the guarantee, the original invoice with purchase date must be presented to EUROPART within a cut-off period of two weeks after the occurrence of the guaranteed event or, in the case of deficiencies which are not immediately apparent, within two weeks upon their discovery. Moreover, the Customer must enclose a completed and signed complaint form and, if applicable, relevant documentary evidence of proper installation. The Customer must demonstrate that the Product and the vehicle in which it was installed have been serviced by an authorised customer service at such regular intervals as are indicated in the operator's manual and according to the specifications of the vehicle manufacturer. EUROPART shall assume the costs of submitting and returning the Product.

However, if EUROPART specifies a particular forwarder for shipping the Product and if the Customer commits a different forwarder instead, EUROPART will not bear the shipping costs. When claims under the guarantee are asserted and the Product, upon inspection by EUROPART, is found to be in good order or that no guarantee claim exists for one of the reasons mentioned above, EUROPART will be entitled to claim a service charge of EUR 100.00. This does not apply if the Customer proves that circumstance prevented them from realising that no claim under guarantee existed. The term of guarantee will not be extended by an activated guarantee. In particular, it shall not begin anew upon a replacement delivery; instead, the term for the original spare part shall continue.

### Art. 4 Choice of law and jurisdiction

This guarantee is subject to the laws of the Federal Republic of Germany. The provisions of the regulations on the international sale of goods (CISG) shall not apply. The place of jurisdiction is Hagen.