

Guarantee terms and conditions for spare parts of the brand DT® Spare Parts



1. Scope of guarantee

DIESEL TECHNIC shall provide guarantee cover for newly produced commercial vehicle spare parts (hereinafter referred to as: "products", "parts " or "items") of the DT® Spare Parts brand for a term of **24 months** from the date of purchase in favour of the buyers (including intermediaries). This guarantee shall exclusively apply to newly produced commercial vehicle spare parts sold by DIESEL TECHNIC under the DT® Spare Parts brand. It shall not cover exchanged parts and reworked old parts. The claimant must provide evidence that these requirements are met, e.g. by presenting a copy of an original invoice addressed to him or appropriate documents from the supplier/s. As soon as a claimant asserts claims under this guarantee against DIESEL TECHNIC, claims of other beneficiaries (other buyers in the supply chain) for the same product shall be ruled out.

This guarantee shall only apply to defects of the part and not to consequential damages caused thereby. It shall apply in addition to our statutory liability for material defects and shall restrict no statutory claims of the beneficiaries under this guarantee against DIESEL TECHNIC, in particular no claims for damages regardless of the legal grounds. As a prerequisite for claiming guarantee, all claims must be handled via the supply chain, so that the guarantee claim for the respective claimant must be submitted to DIESEL TECHNIC by the original purchaser to whom DIESEL TECHNIC directly sold the product that has given rise to complaint.

2. No extension of guarantee in the case of remedy provided under the guarantee

The term of the guarantee shall not be extended by the provision of remedy under this guarantee. In particular, it shall not start anew for products delivered as a replacement under the guarantee. The remainder of the guarantee period for the originally bought or installed product shall apply to such replacement products.

3. Guarantee case

The guarantee case is the occurrence of a material defect (hereinafter referred to as "defect") as defined by section 434 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), as far as the defect or corresponding claim is not expressly excluded from the guarantee by the following guarantee requirement. The claimant must prove that the defect was already present or created at the time of transfer of risk.

4. Remedy in the guarantee case

In the guarantee case DIESEL TECHNIC shall only make a new/replacement delivery of a part that is free of defects. In addition to the item, this also includes packaging and shipping costs. The claimant shall not be entitled to the delivery of a spare part that is identical to the defective part under this guarantee. DIESEL TECHNIC reserves the right to replace parts that have given rise to complaint by parts that fulfil the same function without being identical to the defective part in terms of model, type, lot, etc. If DIESEL TECHNIC itself is unable to supply a suitable part as a replacement, DIESEL TECHNIC reserves the right to deliver a part by a different manufacturer or alternatively, to offer monetary compensation. As soon as the claimant has received the replacement or monetary compensation the part that has given rise to complaint and has been replaced or compensated for by DIESEL TECHNIC under this guarantee shall become the property of DIESEL TECHNIC.

Hence, the guarantee shall not cover the repair of the delivered item or reimbursement of the costs thereof. The costs for dismantling and reassembly, import costs (in particular import tax and customs duties), as well as claims for damages and reimbursement of expenses are also not owed on the basis of this guarantee.

5. Requirements for asserting guarantee claims

This guarantee for branded spare parts shall be subject to the following requirements, which must be bindingly observed to be able to assert guarantee claims:

(1) Immediate notification

Any defect must be reported immediately to the guarantee management of DIESEL TECHNIC by the original purchaser. This shall even apply if he is not the claimant himself but his involvement in asserting the claim is possible and reasonable by objective standards. The forms intended for this purpose must always be used to report defects. They are available from any distribution partner of DIESEL TECHNIC and the guarantee management of DIESEL TECHNIC on request.

It is not possible to process any report submitted without a form or with an incomplete form in respect of guarantee claims (e.g. "defect" is insufficient as a description of the grounds for complaint; it is compulsory to state the DIESEL TECHNIC lot no. and provide exact details of the vehicle, for example).

(2) Submission for inspection

The product that has given rise to complaint shall be sent to DIESEL TECHNIC for inspection free of charge if so demanded by DIESEL TECHNIC's guarantee management. If the requirements of a guarantee case are not met, the return costs incurred by the dispatch and transport of the product shall be borne by the claimant himself.

(3) Professional installation

As a requirement for guarantee claims evidence must be provided that already installed parts have been fitted by trained staff in a professional workshop using the special tools intended for this purpose and in accordance with the installation and servicing regulations of the respective vehicle manufacturer. Installation instructions included with the product must be observed. If the installation does not meet the generally acknowledged latest technical standards the guarantee shall not apply, regardless of the respective underlying causes.

(4) Servicing and inspections

All already installed products must have undergone regular servicing and/or inspections as prescribed or recommended by the vehicle manufacturer. Evidence of this must be provided at DIESEL TECHNIC's request by means of corresponding documents.

(5) Undamaged seals

Any existing seals and/or sealing wax used for protection against inappropriate tampering must not have been broken and/or damaged.

(6) Admissible load

The individual product or relevant vehicle as a whole must not have been subjected to a higher load than permitted by the vehicle manufacturer and/or spare part manufacturer.

If any of the above requirements is not observed or not met, DIESEL TECHNIC reserves the right to reject the claim or only provide monetary compensation retaining a deducted percentage. The amount of the deduction shall be at the discretion of DIESEL TECHNIC but shall not exceed 35 per cent of the original value. If the claimant asserting the guarantee claim is notified of the reason for and amount of the deduction in text form by DIESEL TECHNIC before delivery of the product, such deduction shall be deemed acknowledged by the claimant if he accepts the product delivered as a replacement while having knowledge of such deduction. DIESEL TECHNIC shall send him an invoice for the deduction, which he shall pay within 30 days of receipt by remitting the amount to the account of DIESEL TECHNIC.

6. Deterioration after passage of risk

Deteriorations of the products after the passage of risk shall be not be covered by the guarantee without exception where caused in particular by:

- a) Normal wear and tear of the parts,
- b) Incorrect or careless handling and storage,
- c) Natural and environmental influences,
- d) Incorrect installation, incorrect adjustment and/or incorrect servicing as well as any other misuse,
- e) Use of wrong or unsuitable fuels (e.g. biofuels),
- f) Incorrect use – this includes any use of the parts outside of commercial vehicles (e.g. in stationary engines, marine engines and rail transport systems),
- g) Modifications of the item's original form or function.
- h) sulphation, overstressing and wear of batteries due to lack of charge as well as for damage caused by improper use and use (e.g. supply instead of starter batteries, faulty installation, unsuitable accessories) or improper storage (at high or low temperatures without recharging) or deep discharge,
- i) damage caused by third parties (e.g. transport damage)

7. Further provisions

This guarantee contract shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). In the event of questions regarding the interpretation hereof, only the German text shall be authoritative. The legal venue for both parties shall be the registered business domicile of DIESEL TECHNIC in Germany.

This guarantee is a guarantee by
Diesel Technic AG, Wehrmannsdamm 5-9, 27245 Kirchdorf/Germany.