

Warranty terms  
MTM Motoren-Technik-Mayer GmbH

**Section 1: Warranty content and term**

1. The warranty provider shall extend a warranty to the purchaser/warranty recipient pursuant to article 4 in respect of the vehicle identified in the warranty agreement, provided it is officially registered and possesses a valid operating license covering the proper functioning of the assemblies identified in Section 2(1) for the warranty term agreed in the warranty agreement or up to a total mileage of 100,000 km.
2. If such an assembly becomes directly non-functional within the warranty term and not as a consequence of the failure of parts not under warranty, the purchaser/warranty recipient shall be entitled to the requisite professional repair in the form of the replacement or repair of the component. A further prerequisite for warranty claims shall be compliance with the requirements arising from Section 4. The rule as to the excess and maximum replacement value (Section 6) shall apply accordingly. The warranty shall provide no grounds for withdrawal (cancellation of the purchase contract) or abatement (reduction of the purchase price). The warranty shall not preclude any claims by the purchaser arising from the statutory warranty.
3. The repair work covered by the warranty shall also include testing, measurement and adjustment (according to the manufacturer's working time guidelines) if required in connection with the rectification of damage under warranty, but not maintenance, inspection or servicing work prescribed by the manufacturer. The warranty shall not cover the reimbursement of costs for fuel, oils, coolant and antifreeze, hydraulic fluids, greases, cleaning agents, filter elements, wearing parts and small parts nor of indirect or direct consequential losses (e.g. towing charges, parking charges, freight costs, rental car charges, disposal costs, compensation for foregone use, consequential losses arising from components not under warranty).

**Section 2: Warranty extent, term and scope**

1. The warranty shall cover (the list is definitive) the following assemblies and parts:
  - a) Engine: pistons, cylinder bore liners, bolts, rings, connecting rods, crankshaft, crankshaft sprocket, countershaft gear wheel, oil pump, drive wheel, cylinder head gasket, cylinder block, camshaft, tappets, valve rocker arm, camshaft sprocket, intake manifold, exhaust manifold, cylinder head, valves, valve guides, carburetor, crankcase, oil cooler, oil sump, oil pressure switch, air volume meter, air flow meter, knock sensor, sensors, bearings, idling actuator;
  - b) Turbo: turbo, compressor, intercooler;
  - c) 4 x 4: transfer case, viscous clutch, differential lock;
  - d) Mechanical transmission: sprockets, gear-selector forks, sliding sleeves, drive shaft, main shaft;
  - e) Automatic transmission: shafts, planetary gear sets, disks, belts, valves, oil pump, governor, safety valves;
  - f) Axle drive: differential, sprockets, wheel bearings;
  - g) Power take-off shafts: propshafts, propshaft bearings, final drive shafts, electronic control units;
  - h) Brakes: brake booster, main brake cylinder, vacuum pump, brake-power regulator, brake-force limiter, ABS control unit;
  - i) Suspension: lower and upper rocker arms, suspension arm rings, axles and suspensions, king pins and rings, wishbones, track rods;
  - j) Electrical system: alternator, starter motor, windscreen wiper motor, sunroof motor, central door locking motor, ignition coil, engine control unit.
2. The warranty term follows from the warranty agreement.
3. The warranty shall be valid for the following countries: Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Great Britain, Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Austria, Poland, Portugal, Romania, Sweden, Switzerland, Slovakia, Slovenia, Spain, the Czech Republic, Hungary, Cyprus.

**Section 3: Warranty exclusions**

1. There shall be no warranty without regard to contributory causes of damage:
  - a) as a result of accident, i.e. a direct, external, suddenly occurring event involving mechanical force
  - b) as a result of improper, willful or malicious deeds, misappropriation, in particular theft, unauthorized use, robbery and embezzlement, as a result of direct effect of damage caused by animals, storm, hail, frost, corrosion, lightning strike, earthquake or flooding and by charring, fire or explosion.
  - c) as a result of acts of war of any description, civil war, internal unrest, strike, lockout, confiscation or other sovereign infringements, or as a result of nuclear energy
  - d) which are as a result of participation in driving events of a competitive nature or the associated practice runs
  - e) that are caused by modification of the vehicle's original design/configuration (e.g. tuning (with the exception of MTM tuning), LPG conversion, increase in top speed etc.) or the fitting of third party parts or accessories not authorized by the manufacturer and in the event of exceeding the permissible axle and towable loads.
  - f) as a result of using a part that is visibly in need of repair, unless the damage is demonstrably unrelated to the need for a repair, or the part had been repaired, at least on a makeshift basis, by an appropriately trained specialist at the time the damage was incurred
  - g) if during the warranty term the vehicle is used, even if only temporarily, as taxi, rental car, self-drive car rental, driving school car, for courier, express and parcel services, for ambulance service and transport for disabled people as well as for professional passenger services
  - h) which arise as a result of the use of unsuitable auxiliary and operating materials, auxiliary and operating materials not authorized by the manufacturer or a lack of auxiliary and operating materials (lubricants, oil, cooling water, etc)
  - i) for which a third party is answerable, or which are rectified under the manufacturer's goodwill or which are attributable to a manufacturing or material defect, evident on a significant scale on the vehicle in question (series defect) and which fundamentally, by virtue of its nature and frequency, qualifies for goodwill on the manufacturer's part
  - j) for which the warranty recipient or driver is at fault, in particular failure to pay heed to warning indicators (temperature indicator, oil pressure indicator, warning light, charging pressure indicator), improper, willful or malicious use (possible consequences may be damage caused by overheating, lack of oil)
  - k) caused by modification of the vehicle's control or computer systems, irrespective of transmission path
  - l) caused by a split hose or seal in the oil or cooling system (consequential damage)
  - m) in which an attempt was made by the warranty recipient, or with his knowledge, to deceive with regard to facts that are of significance for the extent or cause of the damage
  - n) affecting the automatic transmission, where attributable to failure to fit an additional oil cooler.
2. Should consequential damage to a part not under warranty occur as a result of indemnifiable damage, no warranty shall exist in respect of this consequential damage.

3. Defects in a component not under warranty shall not be covered by the warranty even if as a result the proper functioning of a component that is under warranty is impaired and this component itself is not defective.

#### **Section 4: Prerequisite for warranty claims**

The prerequisite for any warranty claims shall be that the warranty recipient

- a) throughout the warranty term, has the maintenance, inspection and servicing work on the vehicle prescribed or recommended by the manufacturer carried out by the warranty provider, or in an authorized workshop recognized by the manufacturer for the relevant marque, or in accordance with the manufacturer's instructions. Overrunning by up to 1,000 km (manufacturer's mileage stipulation) or by a month (manufacturer's time stipulation) shall be without consequence, whereby exceeding one of the specified requirements shall preclude a warranty claim;
- b) shall refrain from interfering with or otherwise influencing the odometer, or shall report a defect to or replacement of the odometer to the warranty provider forthwith, stating the relevant mileage;
- c) shall comply with the manufacturer's information on the operation of the vehicle contained in the operating manual.

#### **Section 5: Transfer of entitlement and limitation period**

1. In the event of the vehicle benefiting from the warranty being sold during the warranty term, warranty entitlements shall not pass to the purchaser. Within two weeks of purchasing the vehicle, the purchaser may apply to the warranty provider with whom the warranty agreement was concluded for a new warranty assurance for the period up to expiry of the original warranty term.

2. Claims arising from a warranty event shall lapse 6 months after occurrence of the damage but no later than 6 months after expiry of the warranty term.

#### **Section 6: Cost sharing**

1. The warranty provider shall make restitution if one of the parts under warranty directly loses its ability to function within the warranty term, thereby necessitating a repair.

2. In the event of loss or damage, the labor costs consequent on the warranty shall be reimbursed in accordance with the manufacturer's labor guidelines. The reimbursement of the cost of spare parts shall be based on the manufacturer's recommended retail price on the day of the incident. Surcharges on the manufacturer's recommended retail price for spare parts will not be reimbursed.

3. Labor costs will be paid in full. Based on the use the component has experienced in the event of the occurrence of damage, the material costs shall be reimbursed as follows:

up to

50,000 km – 100 %
60,000 km – 90 %
70,000 km – 80 %
80,000 km – 70 %
90,000 km – 60 %
100,000 km – 50 %

Should the repair costs exceed the value of a replacement unit, as typically fitted in the event of damage such as this, the obligation to pay compensation shall be limited to the cost of this replacement unit, including the cost of removal and fitting having regard to Paragraph 1. The maximum amount of compensation required to be paid under the warranty shall be limited per incident to the current market value of the damaged vehicle at the time the warranty incident occurs.

#### **Section 7: Warranty handling**

1. In the event of one of the parts under warranty failing, the purchaser shall be entitled to the repair by the warranty provider of the damage covered under the warranty. The purchaser shall be required to report any damage covered by the warranty immediately it is detected and make the vehicle available for repair, and indeed

a. as a matter of principle to the warranty provider in the event of the warranty incident occurring within a radius of 50 km of the warranty provider's location;

b. to the warranty provider or to Tissen Kruck GmbH (damage hotline), if the warranty incident occurs outside the 50 km radius. It is at the warranty provider's discretion whether to accept the vehicle itself or to refer the warranty recipient to another suitable workshop. Should the warranty provider not effect the repair itself, or if the warranty recipient is abroad (Europe), the warranty provider or Tissen Kruck GmbH shall assign the task to the appropriate vehicle workshop. The warranty recipient shall be obliged to have the repair effected by one of the manufacturer's authorized contractual partners and to submit the repair invoice, from which it must be evident in detail what work has been done, the cost of spare parts and the labor costs, to the warranty provider within one month of the invoice date.

2. Costs incurred by the purchaser in consequence of having the repair carried out without the warranty provider's or Tissen Kruck GmbH's prior consent will not be reimbursed.

3. The purchaser/warranty recipient shall be required to mitigate the damage as far as possible, following the warranty provider's or Tissen Kruck GmbH's instructions in the process; he shall be required, if the circumstances permit, to obtain these instructions prior to the repair commencing.

#### **Section 8: Consequences of a breach of obligation**

Should the warranty recipient breach one of his obligations under Section 4 or Section 7, the warranty provider shall be released from his obligation to perform arising from the warranty that has been entered into. The aforementioned restriction shall not apply for Section 4 a) if the warranty recipient is able to demonstrate that there is no causal relationship between the damage that has occurred and a breach of obligation.

Note on claims in respect of material defects

Statutory claims by the warranty recipient in respect of material defects shall remain unaffected.

As at: 04/2016