

Warranty provisions for Brabus-Cubic Capacity Engines, Brabus-Performance Kits for MB Vehicles running on Diesel and Petrol and for Brabus tuning components

Brabus GmbH, Brabus-Allee, 46240 Bottrop, (hereinafter: „Brabus“) warrants vis-à-vis purchasers of Brabus-Cubic Capacity Engines and Brabus-Performance Kits for MB Vehicles running on Diesel and Petrol as well as for Brabus-Tuning Items for MB vehicles (hereinafter: “Warranty Products”) life of the Warranty Products (hereinafter: “Warranty”) subject to the following provisions. Contractual and/or statutory warranty claims of the customer against Brabus or against other sellers of the Warranty Products (dealers) shall not be affected or limited by virtue of the Warranty.

I. Warranty for Parts

1. Warranty Products:

The Warranty applies to Brabus-Cubic Capacity Engines, Brabus-Performance Kits for MB Vehicles running on Diesel and Petrol as well as to Brabus-Tuning Items for MB vehicles.

2. Warranty Period:

The Warranty endures for a period of 3 years following the date of installation which has to be proven by virtue of an installation certificate or by virtue of a subscription invoice (cf. Sec. III. 1. b); the Warranty, however, is limited to a maximum mileage of 100.000 km as of the installation date.

3. Warranty Content:

With regard to the Warranty Products Brabus warrants the due working order for the duration of the Warranty Period. In case a defect or disfunction of the Warranty Product occurs during the Warranty Period Brabus shall be obligated to remedy the respective impairment itself and at its own expense or have the impairment remedied by a licensed specialised dealer of its choice either by repair or by exchange of parts. The general provisions under Sec. III. sub. shall apply.

II. Additional Vehicle Warranty for Engine and Drive train (Additional Warranty)

1. Scope of Warranty:

In case the installation of a Brabus-Cubic Capacity Engine or a defect of a Brabus-Cubic Capacity Engine causes consequential damage to the drive train (gear transmission, cardan shaft, rear axle differential driving shaft) of the respective vehicle, or in case the installation of a Brabus-Performance Kit for MB Diesel engines and engines running on petrol or a defect of parts belonging to the Brabus-Performance Kit causes consequential damage to the engine or drive train of the respective car, Brabus shall be liable for any such damage with regard to the aforementioned vehicle parts subject to the following provisions. However, Brabus shall not be liable for any consequential damage which was caused by other Brabus-Tuning Items.

2. Warranty Period:

The Additional Warranty endures for a period of:

- 3 years in case of installation of the Warranty Product in a new car prior to its registration, but at maximum until a total mileage of 100,000 km is reached;
- 2 years in case of installation of the Warranty Products in a vehicle which at the date of installation had a mileage of less than 10,000 km and was registered for no longer than 6 months, but at maximum until a total mileage of 100,000 km is reached;
- 1 year in case of installation of the Warranty Product in a vehicle which at the date of installation does not meet the criteria of the aforementioned lit. b), which was registered for no longer than 12 months and which upon the date of installation had a mileage of less than 30,000 km; but at maximum until a total mileage of 100,000 km is reached.

3. Content of Warranty:

Under the Additional Warranty, Brabus itself will remedy any damage which occurred to the vehicle parts within the scope of the Warranty at Brabus' expense or have such damage remedied by a specialised dealer licensed by Brabus at Brabus' choice either through repair or exchange of parts. The provisions under Sec. III. shall apply.

III. General Provisions applicable to Warranty for Parts and Additional Warranty

1. General criteria for asserted Warranty Claims:

- Assignment of Warranty Claims is limited. During the respective Warranty Period Warranty Claims may be asserted by the purchaser of the Warranty Product, the owner of the vehicle in which the Warranty Product has been installed and by subsequent owners of the vehicle. The Additional Warranty refers only to the vehicle, in which the Warranty product is installed for the first time and which is specified in the Installation Certificate. The Warranty for parts is no longer valid after they have been removed from this vehicle.
- Warranty Claims regarding Brabus-Cubic Capacity Engines and Brabus-Performance Kits will be satisfied by Brabus only if the rightful claimant submits in original form the Brabus-Installation certificate which must have been signed by either Brabus or any authorised Brabus-Dealer as well as by the original purchaser, and further provided that the counterpart of such installation certificate was returned to Brabus. With regard to any other Brabus-Tuning Items submission of the Brabus-Subscription Invoice in its original form suffices in order to obtain performance under the Warranty.

The Tuning-Warranty

3 Years or 100.000 km*

With regard to the Brabus-Subscription Invoice the date of delivery, at the latest the date the invoice was issued shall be deemed as Installation Date in the meaning of these Warranty Provisions.

2. Handling and procedure of the Warranty:

- In case of occurrence of a Warranty Event (defect of a Warranty Product and/or damaged vehicle parts subject to the Additional Warranty) the rightful claimant shall inform Brabus thereof immediately. Subsequently to the damage report, Brabus will decide whether to render the necessary Warranty Performance by itself or by a third party at the expense of Brabus. Taking the respective circumstances in each case into account, Brabus shall render such decision immediately. Without Brabus' prior consent that Brabus will bear any costs, Warranty Claims for reimbursement of costs arising out of repairs which were conducted by third parties may not be asserted, unless Brabus has unduly delayed the decision on how to render Warranty Performance.
- Brabus is entitled at its expense to mandate an officially appointed expert to investigate the reported Warranty Event. In case the expert concludes that a Warranty Event has not occurred, Brabus may deny performance under the asserted Warranty Claim. Such denial will not entitle the claimant to damage claims against Brabus for delayed performance under the Warranty in case the ascertainment of facts by the expert opinion later proves to be false.

3. Warranty Exclusions:

- The Warranty encompasses exclusively the Warranty Performance mentioned under Sec. I No. 3 and II No. 3. Further claims such as claims for damages, reimbursement of transport costs for delivery and/or collection of the vehicle, travel expenses as well as any compensation claim for loss of use or any other consequential damages of any kind are excluded and shall not be within the scope of the Warranty.
- Furthermore, the scope of the Warranty does not include defects or disfunctions of Warranty Products which according to the circumstances in each case were obviously caused by an improper use of the vehicle, overstraining or any damaging impact caused by the claimant or by a third party, or which – only with regard to the Additional Warranty – are caused by common wear and tear. Items which are damaged either mechanically or by virtue of an outside impact (for example by stone chips, driving through potholes or kerb damage) are excluded from the Warranty, the same applies to wearing parts (i.e. tires, brake lining, oil filter, air filter, brake discs, clutch). With regard to vehicles which participate or have participated in any motor sport competition the Warranty is excluded at all times.
- Furthermore, Warranty Claims are excluded if the claimant does not prove by submission of the customer service schedule or in any other way that the maintenance and service intervals recommended by Brabus or by the respective car manufacturer regarding the vehicle into which the Warranty Product has been installed, have been adhered to an officially authorised Mercedes-Benz dealership. Any use of inferior or not admitted fuels or lubricants will result in the exclusion of any Warranty Performance. Any instructions for care are to be adhered to by the customer.
- In case the Warranty Product or the vehicle parts subject to the Additional Warranty are altered or modified by the customer or third parties any and all claims under the Warranty for Parts and/or the Additional Warranty shall cease to exist. The same applies in case other parts of the vehicle are altered and provided that such alterations from a technical point of view may have an impact on the Warranty Product and/or on the vehicle parts subject to the Additional Warranty unless the claimant proves that any such alteration was not cause in fact for the defect/damage of the Warranty Product and/or the parts subject to the Additional Warranty.
- The Additional Warranty shall not apply for vehicles with regard to which measures to increase the vehicles capacity have already been conducted by third parties and/or by using products of a competitor prior to installation of the Warranty Products according to Sec. I No. 1.

4. Geographic Restriction:

The Warranty subject to these Warranty Provisions shall exclusively apply to Warranty Products installed in vehicles registered in the territory of the European Union.

5. Period of Limitation:

Any claims under this Warranty will be time-barred within 6 months following the occurrence of the Warranty Event.

6. General Notice:

Any information relating to an increase in output and/or to Performance Kits are to be understood as average figures. Due to testing, deviations of +/- 5 % may occur. Information relating to the overall output of factory engines which have been modified by an increase in output and/or by Performance Kits are based on the information provided by the manufacturer in the official vehicle registration which in return may deviate +/- 5 %. Brabus will not be responsible for an output of factory engines which is below the aforementioned figures.

7. Applicable Law/Place of Jurisdiction:

- Any claims arising under this Warranty shall be subject to the law of the Federal Republic of Germany exclusively as applicable with regard to German citizens
- In case claims under this Warranty are asserted by merchants, a legal entity under public law or a special fund under public law, exclusive place of jurisdiction shall be at the registered seat of Brabus. The same applies in case the claimant is not domiciled in the Federal Republic of Germany.

* pursuant to these Guaranty Provisions