



Warranty Conditions of MB GTC GmbH

§ 1 Subject of the Warranty and the Parts Covered by the Warranty

- The warranty for installed parts is only valid if the parts are installed by a certified auto repair workshop with replacement of the operating materials and filters and applies to the used parts specified and the scope of delivery described in the purchase agreement.
- Materials and labor costs shall not be reimbursed for:
 - Parts that are regularly replaced as part of repair and maintenance work
 - Wear parts: Wear parts include, among others: brake pads, brake linings, brake shoes, brake discs, brake drums, brake lines, release bearings, windscreen wiper blades, nozzles, arms and rubber profiles, clutch pressure plate, clutch disc as well as adjustment work on the clutch, brake maintenance, track rods, track rod ends, axle bearings, steering dampers, suspension springs, wishbone bearings, wearing parts of the chassis such as chassis shock absorbers, spring struts, stabilizers, chassis adjustment/measurement (but level control). This sample list is not exhaustive.
 - All configuration work and resets where no damage has been caused by a part
 - Filters/seals of the fuel system, cleaning/adjusting the fuel delivery
 - Starter batteries/maintenance/recharging/exchange
 - Check of fluid levels and operating and auxiliary materials, such as fuels, coolants and antifreeze, hydraulic fluid, oils, greases and other lubricants, filters
 - Cooling and heating water hoses, hydraulic pipes, hoses and containers
 - Replacement of the V-belt or poly-V belt
 - Exhaust manifolds, all exhaust silencers with pipes and their supports and suspensions
 - Vehicle keys, radio remote control/transmitter and receiver, remote control batteries, light bulbs, Lighting (also in the form of light-emitting diodes), horn, signal horn, vehicle wiring / light guide technology
 - Tires/wheels, steel and aluminum hub caps, ornamental wheel caps, wheel balancing
 - Configuration work on the trunk, sliding or lamella roof, soft top, vehicle doors, hood; water leakage, squeaking and rattling sounds
 - Tightening of screws and nuts on the entire vehicle, frame, body and trim parts, scratches, damage to paintwork, complete painted surface, hinges, door retaining hinges, soft tops, soft top windows, and glass, vehicle windows (this does not apply if the electric rear window heating and antenna are defective), luggage racks, luggage compartment covers, seat frame
 - Fire extinguishers, first aid kit, on-board tools, warning triangle and accessories
 - Test drives, functional checks
 - Covers (leather/material), upholstery, insulating and foot mats, dashboard, roof liner, interior paneling (including in the trunk/hood), plastic, leather, wood and surface materials in the interior, decorative stitching, entire interior
 - Gaskets and sealing work of any kind (except cylinder head gaskets, oil seals at differential, the camshaft + crankshaft)

§ 2 Content of the Warranty, Exclusions

- If a Guaranteed Part immediately loses its functionality within the agreed warranty period and a repair becomes necessary as a result, the warranty holder is entitled to have the warranty damage repaired within the scope provided for in these Terms and Conditions.

2. No warranty is provided for damages, which arise:

- as the result of an accident, i.e. a sudden external event involving mechanical force
- from willful or malicious acts, theft, in particular theft, unauthorized use, robbery and misappropriation, from direct action of storm, hail, lightning, earthquake or flood as well as from fire or explosion
- from war events of any kind, civil war, civil unrest, strike, lockout, confiscation or other sovereign interventions or from nuclear energy

3. No warranty is provided for damages, which arise:

- as a result of modification of the original construction of the vehicle (e.g. tuning), the guaranteed used part or the installation of foreign parts and accessories not approved by the manufacturer
- from the use of an item that is recognizably in need of repair, unless the damage is demonstrably not connected with the repair need or the item was at least provisionally repaired at the time of the damage with the consent of the delivering business
- as the result of participating in driving events of a racing nature or the associated practice drives
- because the vehicle has been exposed to higher axle or trailer loads than the permissible axle or trailer loads specified by the manufacturer, thus also overloading the guaranteed used part.
- from the use of unsuitable lubricants and operating materials, insufficient oil, or overheating - as far as the damages listed under 3. a) - e) are based on negligence or intentional breach of duty by the warranty holder.

4. Furthermore, there is no warranty for damage:

- which is caused by the fact that the maintenance work prescribed or recommended by the manufacturer or service work has not been carried out on the guaranteed used part during the validity of the warranty at a branch of the manufacturer or by the Mercedes-Benz service network.
- which arose because it was not promptly reported and the used part under the warranty was not made available for repair
- which arose because the damage was caused by failure to comply with the manufacturer's instructions in the owner's manual for the operation of the motor vehicle and the technically correct installation cannot be proved, e.g. by means of an installation invoice from a certified motor vehicles workshop
- if the operating materials and filters were not renewed when the guaranteed used part was installed

§ 3 Scope of Application of the Warranty

The warranty applies to countries of the European Union and to countries of the European Free Trade Association (EFTA).

§ 4 Commencement and Term of the Warranty

- The warranty term is 24 months. It commences on the day the warranty holder takes over the used part
- Changes of ownership to consumers do not affect the guarantee.

§ 5 Warranty Scope, Cost Participation by the Warranty Holder

- In case of a warranty claim the warranty entitlement includes repair according to the technical requirements of the guaranteed used parts, at the choice of the guarantor (= MB GTC GmbH), including by replacement of an equivalent part. If the repair costs exceed the costs of an equivalent part, preference will be given to replacement. The warranty does not include any required removal and installation as well as required maintenance work or operating and auxiliary materials.
- If an equivalent part is not available and the guarantor agrees to a free parts purchase, the maximum amount that will be refunded against presentation of the invoice is the purchase price paid to the guarantor. The material costs will be reimbursed according to the following scheme, based on the kilometer reading (starting from the installation) of the relevant part on the day of the damage.

•	Up to 25,000 km = 100 %
•	Up to 50,000 km = 75 %
•	Up to 75,000 km = 50 %
•	More than 75,000 km = 0 %
- The reimbursable labor costs in the event of a warranty claim are limited to 20% of the purchase price paid to the guarantor in each case.
- Replaced parts become the property of the guarantor.
- The warranty does not include:
 - compensation of consequential damages, as far as these are included in the warranty according to Article 1 or are in excess of the additional services defined in Article 5 No. 2 and 3.
 - air freight costs.
- If repairs and inspections, which are covered by the warranty, and other repairs and inspections are carried out at the same time, the duration of reimbursable repairs is determined using the working time values of the manufacturer.
- The cost-related scope of the repair entitlement is limited to the current value of the motor vehicle at the time the damage occurs.
- The warranty does not justify claims for withdrawal (rescission of the purchase contract), reduction (lowering the purchase price) and damages instead of the performance under the purchase agreement.

§ 6 Requirements for the Provision of Warranty Services

- After establishing a warranty damage, the warranty holder must report this damage to the guarantor immediately and always before the start of repairs, if necessary also by telephone, and must give the guarantor the opportunity to examine the damage. If the determination of the occurrence or scope of the warranty damage is made more difficult due to a breach of this obligation by the warranty holder, the guarantor is released from the obligation to provide service. The guarantor reserves the right to accept the used part itself or to refer the warranty holder to an appropriate workshop operation selected by the warranty holder with a cost assumption declaration.
- The warranty holder must provide the guarantor with required information and to surrender the defect parts for possible assessment.
- The warranty holder must:
 - in the event of damage, present the purchase agreement and, in the case of installed parts, proof of installation of the guaranteed used parts by an accredited vehicle service and repair workshop, stating the odometer reading.
 - submit a written damage report and, if so requested, present proof of the maintenance work carried out in accordance with the manufacturer's specifications
 - minimize the damage as much as possible

§ 7 Limitation Period

All claims arising from a warranty claim shall become statute-barred 6 months after the expiration of the warranty period according to Article 4.

§ 8 Notice regarding Claims for Material Defects

Legal rights, particularly claims for defects and other claims under the German Product Liability Act, also remain unaffected.

§ 9 Jurisdiction and Governing Law

- If the warranty holder is a businessperson, the courts of Stuttgart have exclusive jurisdiction for all present and future claims arising from or in connection with this contractual relationship. The guarantor is also entitled to take legal action at the location of the warranty holder's registered office. The same place of jurisdiction applies if the warranty holder has no general place of jurisdiction in Germany, moves its domicile or place of habitual residence abroad after formation of the Agreement or if its domicile or place of habitual residence is unknown at the time the action is filed. Otherwise, for claims of the guarantor against the warranty holder, the domicile of the latter will be the place of jurisdiction.
- The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 is excluded.