



# BRABUS®

# The Tuning-Guaranty

## 3 Years or 100.000 km\*

### Guaranty provisions for Brabus-Cubic Capacity Motors, Brabus-Performance Kits for MB Vehicles running on Diesel and Petrol and for Brabus tuning components

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

#### I. Guaranty for Parts

##### 1. Guaranty Products:

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

##### 2. Guaranty Period:

The Guaranty 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 Guaranty, however, is limited to a maximum mileage of 100.000 km as of the installation date.

##### 3. Guaranty Content:

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

#### II. Additional Vehicle Guaranty for Motor and Driving Mechanism (Additional Guaranty)

##### 1. Scope of Guaranty:

In case the installation of a Brabus-Cubic Capacity Motor or a defect of a Brabus-Cubic Capacity Motor causes consequential damage to the driving mechanism, 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 motors and motors running on petrol or a defect of parts belonging to the Brabus-Performance Kit causes consequential damage to the driving mechanism 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. Guaranty Period:

The Additional Guaranty endures for a period of:

- 3 years in case of installation of Guaranty Products 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 Guaranty 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 Guaranty Products 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 Guaranty:

Under the Additional Guaranty, Brabus itself will remedy any damage which occurred to the vehicle parts within the scope of the Guaranty 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 Guaranty for Parts and Additional Guaranty

##### 1. General criteria for asserted Guaranty Claims:

- Assignment of Guaranty Claims is limited. During the respective Guaranty Period Guaranty Claims may be asserted by the purchaser of the Guaranty Products, the owner of the vehicle in which the Guaranty Product has been installed and by subsequent owners of the vehicle.
- Guaranty Claims regarding Brabus-Cubic Capacity Motors 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 Guaranty. 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 Guaranty Provisions.

##### 2. Handling and procedure of the Guaranty:

- In case of occurrence of a Guaranty Event (defect of a Guaranty Product and/or damaged vehicle parts subject to the Additional Guaranty) the rightful claimant shall inform Brabus thereof immediately. Subsequently to the damage report, Brabus will decide whether to render the necessary Guaranty 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, Guaranty 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 Guaranty Performance.
- Brabus is entitled at its expense to mandate an officially appointed expert to investigate the reported Guaranty Event. In case the expert concludes that a Guaranty Event has not occurred, Brabus may deny performance under the asserted Guaranty Claim. Such denial will not entitle the claimant to damage claims against Brabus for delayed performance under the Guaranty in case the ascertainment of facts by the expert opinion later proves to be false.

##### 3. Guaranty Exclusions:

- The Guaranty encompasses exclusively the Guaranty 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 Guaranty.
- Furthermore, the scope of the Guaranty does not include defects or disfunctions of Guaranty 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 Guaranty - 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 Guaranty, 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 Guaranty is excluded at all times.
- Furthermore, Guaranty 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 shop intervals recommended by Brabus or by the respective car manufacturer regarding the vehicle into which the Guaranty 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 Guaranty Performance. Any instructions for care are to be adhered to by the customer.
- In case the Guaranty Product or the vehicle parts subject to the Additional Guaranty are altered or modified by the customer or third parties any and all claims under the Guaranty for Parts and/or the Additional Guaranty 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 Guaranty Product and/or on the vehicle parts subject to the Additional Guaranty unless the claimant proves that any such alteration was not cause in fact for the defect/damage of the Guaranty Product and/or the parts subject to the Additional Guaranty.
- The Additional Guaranty 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 Guaranty Products according to Sec. I No. 1.

##### 4. Geographic Restriction:

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

##### 5. Period of Limitation:

Any claims under this Guaranty will be time barred within 6 months following the occurrence of the Guaranty 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 motors 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 motors which is below the aforementioned figures.

##### 7. Applicable Law/Place of Jurisdiction:

- Any claims arising under this Guaranty 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 Guaranty 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

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Registered at District Court Gelsenkirchen  
Commercial Register Sheet (HRB) No. 5286

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U. J. Gauffrés, Eberhard von Rennenberg

Official technology-partners



Member of VDNTEV