



CONSUMER ENGINE WARRANTY FOR THE PRODUCTS „TUNINGKIT SPEED“ AND „TUNINGKIT RACE“ AS OF APRIL 2019

Smart Vehicle Engineering GmbH, Erika-Mann-Str. 23, 80636 München, Germany (hereafter: „Guarantor“) provides customers – as per § 13 of the German Civil Code (BGB) – of the products „Tuningkit Speed“ and „Tuningkit Race“ (hereafter: „Auxiliary control unit“) an engine warranty with the following content and under the following conditions:

I. CONDITION FOR CONCLUDING A WARRANTY CONTRACT

In order to grant an engine warranty for the auxiliary control units with the content contained herein the consumer (hereafter: „Warranty holder“) is required to fill out the warranty card (auxiliary control units „Tuningkit Speed“ and „Tuningkit Race“) included with the purchase of the respective auxiliary control unit within 14 days of receipt and return it completed, dated and signed to the guarantor at the following address:

Smart Vehicle Engineering GmbH
Customer Support Tuningkit
Ulmer Str. 123
73037 Göppingen
Germany

II. OBJECT AND SCOPE OF THE ENGINE WARRANTY; WARRANTY SERVICE

The engine warranty includes damages to the following engine components and parts, caused within the warranty period from the use of an auxiliary control unit in the warranty holder's warranty-covered motor vehicle (hereafter: „Warranty claim“):

intake manifold; drive shafts; all internal parts of the engine that are linked to the oil circulation system; gearboxes (with the exception of the couplings and coupling parts integrated into the gearbox); cardan shafts; cardan shaft bearings; pistons; crankcases; crankshafts; crankshaft sprockets; engine blocks; inlet and outlet valves including the valve guide; cylinder heads; cylinder liners; camshafts; camshaft sprockets; connecting rods; turbochargers.

Vehicles that are covered by the warranty include only

- those registered in Germany, Switzerland, Austria, Belgium, Denmark, Finland, France, Great Britain, Italy, Luxembourg, Netherlands, Norway, Sweden or Spain;
- those that have not been driven for more than a total of 100,000 kilometres at the point in time



- that the warranty claim occurred;
- those whose initial registration is not older than five years before the point in time of the purchase of an auxiliary control unit;
 - those that were utilised for private use, i.e. non-commercial use (commercial use includes, for example, business-related passenger transport, driving school vehicles, courier/delivery vehicles, rental cars), unless the commercial use of the vehicle is not the cause of the damages;
 - those for which there is documented proof that the manufacturer's specified and recommended regular maintenance, inspection and service work was carried out according to the manufacturer's specifications, unless the neglect of this maintenance, inspection and service work is not the cause of the damages.

In the warranty claim, the engine warranty includes the absorption of all actual and documented costs incurred for a technically necessary repair of the abovementioned engine components and parts, up to a maximum amount of € 3,000.00 (gross) (auxiliary control unit „Tuningkit Speed“) or up to a maximum amount of € 5,000.00 (gross) (auxiliary control unit „Tuningkit Race“) for each warranty claim. If in individual cases the exchange of the damaged engine components is cheaper than their repair, then the warranty claim is limited to the costs of replacing the damaged engine components.

In no circumstance is the guarantor obligated to pay warranty payments that exceed the actual cash value of the vehicle immediately before the warranty claim was made. Assumption of other costs, in particular (but not exclusively) for other repairs or services to other vehicle components or for compensation for indirect damages such as tow trucks, rental cars, overnight accommodations, downtimes, parking or removal costs, etc. are explicitly not covered by the engine warranty.

III. WARRANTY PERIOD

The warranty period begins at the time of purchase of the auxiliary control unit (purchase date) and ends after one year, at the latest if the vehicle reaches the maximum kilometre count of 100,000 since its initial registration, or if it has been longer than five years since the vehicle's initial registration.

IV. EXEMPTIONS

The warranty does not take effect:

- for normal wear of the engine parts and components included in this engine warranty;
- for damages caused from the participation in driving events that are competitive in nature or training runs associated with such events;
- for damages resulting from changes made to the engine and/or the control unit or computer systems of the vehicle before or during the warranty period, especially (but not exclusively) any performance-enhancing, exhaust-related modifications of any kind;



- for damages resulting from the vehicle having to handle axle or trailer loads that are higher than the maximum specified by the manufacturer, or from exceeding the maximum permissible total weight of the vehicle;
- for damages resulting from the warranty holder not operating the vehicle according to the vehicle manufacturer's owner's manual;
- for damages caused by the warranty holder not adhering to the terms of use of the auxiliary control unit and/or other recommendations for the auxiliary control unit in the owner's manual provided by the guarantor, or resulting from the warranty holder or a third party hired by him having installed the auxiliary control unit incorrectly according to the guarantor's specifications;
- for damages resulting from the use of fuels or other materials that are either unsuitable for the vehicle or not approved by the vehicle manufacturer, in particular (but not exclusively) motor oils, etc.
- for damages caused by accidents, e.g. a sudden, direct external incident involving mechanical force, as well as from traffic accidents, e.g. sudden incidents that take place in regular street traffic in which a standard risk of damage became a reality;
- for damages resulting from the fault of the guarantor or another third party, in particular from improper use of the vehicle or the auxiliary control unit, or from deliberate actions;

Furthermore, no warranty will take effect if there has been interference of any kind with the odometer, or if the guarantor is not notified immediately of a defective or replaced odometer, resulting in the actual total kilometres on the vehicle being no longer determinable or verifiable for the guarantor.

A warranty claim is also disqualified if the warranty holder culpably disregards the provisions governing the warranty claim process under point V. of these warranty conditions, unless the disregard for the provisions is not the cause for the assessment of the warranty claim nor for the determination of the scope of the obligation to grant the claim.

A warranty claim is also disqualified if the auxiliary control unit is installed in a vehicle model for which the guarantor has not given its express approval.

V. WARRANTY CLAIM PROCEDURE

After a warranty case occurs, the following applies:

The warranty holder must inform the guarantor immediately and in writing of the warranty claim. The written notification is to be sent to:

Smart Vehicle Engineering GmbH
Customer Support Tuningkit



Ulmer Str. 123
73037 Göppingen
Germany

The warranty holder must submit the following documentation along with the written notification of the warranty:

- original purchase receipt for the auxiliary control unit;
- written proof (e.g. original service records from the vehicle manufacturer or original invoices) of adherence to the manufacturer's specified and recommended maintenance, inspection and service work;
- copies of the vehicle registration certificate

Any repair work or cost estimates created for a fee must be approved in advance and in writing by the guarantor.

If requested, the guarantor must be permitted to carry out its own assessment of the damages. The warranty holder is to provide the guarantor with all of the available information regarding the circumstances surrounding the damages. The guarantor has the right, at its own expense, to hire an external appraiser to investigate the cause of the damages.

VI. TRANSFERABILITY OF THE ENGINE WARRANTY

If, during the warranty period, the warranty holder sells the vehicle in which the auxiliary control unit has been correctly installed, then the engine warranty can be transferred to the purchaser of the vehicle. The condition here is that the warranty holder informs the guarantor immediately, at the latest within 14 days, and in writing of the sale of the vehicle and the transfer of the engine warranty, including the full name and address of the purchaser.

VII. STATUTE OF LIMITATIONS FOR WARRANTY CLAIMS

Claims from the engine warranty expire within 12 months of the end of the year in which the claim was made and in which the warranty holder gained knowledge of the circumstances on which the claim was based.

VIII. APPLICABLE LAW

Granting of the engine warranty is subject to German law.



IX. LEGAL RIGHTS

The legal rights granted to the warranty holder in the event of defects in the auxiliary control unit at the time of the transfer or risk as per § 437 German Civil Code are not limited by this engine warranty and continue forth unchanged.

X. FINAL PROVISIONS

If one of the provisions in these warranty conditions is or becomes invalid, the validity of all other provisions of these warranty conditions shall remain unaffected.