



## **Product warranty**

### **Consumer Product Warranty for the “Tuningkit Go”, “Tuningkit Speed” and “Tuningkit Race” products**

Tuningkit develops and produces innovative and safe products for easy-to-implement and effective improvement in the performance of most common vehicle types. In order for the Tuningkit customers to be sure of being able to achieve continued high performances with their product, Tuningkit Technologies GmbH & Co. KG, Karl-Frasch-Str. 14, 73037 Göppingen, Germany (hereinafter referred to as the “Warranter”) shall give consumers in terms of Sec. 13 of the German Civil Code [BGB] (hereinafter referred to as “Warrantee”) a free-of-charge product warranty for the “Tuningkit Go”, “Tuningkit Speed” and “Tuningkit Race” (hereinafter referred to individually as “product” and collectively as “products”) with the contents, as specified herein:

#### **I. Conclusion of a Warranty Agreement**

As soon as the scope pursuant to section II of the present terms of warranty has been opened, any purchase of a product by a Warrantee shall automatically result in the creation of an agreement for a product warranty by and between the Warrantee and the Warranter, having the contents agreed on herein.

#### **II. Scope of Application of the Product Warranty**

The product warranty shall be limited in terms of its scope to products purchased through the Warranter’s website or through a dealer or sales partner.

#### **III. Product Components covered by the Product Warranty**

The Warranter shall give a product warranty for the following product components:

- Printed circuit board (PCB) and electronics
- PCB plug-in module
- Cable harness; warranty does not apply, however, in case of mechanical damage to the plug-in connection
- Box

#### **IV. Subject Matter and Scope of the Product Warranty; Warranty Period**

1. The Warranter shall warrant that as of the date of acquisition of the respective product shown on the invoice, the product components specified in section III. will show no defects within the periods



specified hereinafter that might interfere with the respective product's function ("Warranty Case").

- „Tuningkit Go“: 2 years
- „Tuningkit Speed“: 3 years
- „Tuningkit Race“: 5 years

The product warranty shall not cover purely visual defects that do not interfere with the product's work capability (so-called "flaws").

2. The product warranty shall apply only insofar as the Warrantee uses the vehicle, in which the respective product has been installed, for private - i.e. non-commercial - purposes only (commercial use means, for example, commercial passenger transportation, driving school vehicle; courier/delivery vehicle; rental car), unless such commercial use of the vehicle has not caused the defect in the product component that is under warranty.
3. In a Warranty Case, the product warranty shall, at the Warranter's option, cover either the free-of-charge supply of an equivalent replacement product or the free-of-charge repair of the product affected (if and insofar as technically feasible). In addition to that, the Warranter shall also organize, and pay for, the transportation of the replacement product, or of the product repaired, to the Warrantee.

There shall be no other rights or claims under the present product warranty. This product warranty shall not, in particular, give rise to claims for damages or reimbursement of wasted expenditures.

## **V. Exclusion of Product Warranty**

1. Claims under this product warranty require that the defect to the respective product has not been caused by one of the following circumstances:
  - normal wear;
  - incorrect or improper installation (e.g. if the product or cable harness is laid in areas under great thermal stress, such as at the manifold or along the motor block, resulting in damage caused by melting) and/or product startup contrary to the Warranter's specifications;
  - improper use or operation of the product contrary to the Warranter's specifications (e.g. rotary switch settings that have not been approved by the Warranter);
  - changes performed to the product or unauthorized repair attempts without the Warranter's prior approval;
  - off-road use in water under maximum use of the vehicle's fording depth;
  - external damage, in particular accident in road traffic (i.e. a sudden event in road traffic resulting in a typical risk of damage caused in traffic), or damage caused by car wash, animals, etc.;



- force majeure or exceptional/extreme natural events, such as floods, natural disasters, etc.
  - own fault on the part of Warrantee or third parties.
2. Warranty claims shall be excluded also if the Warrantee should culpably violate the regulations on how to proceed in a Warranty Case, as specified in section VI of the present terms of warranty, unless such violation is causal neither to the ascertainment of the Warranty Case nor to the ascertainment or extent of the Warranter's liability.
  3. Apart from that, warranty claims shall be also excluded if the product is installed in a vehicle model or engine type for which it has not been expressly approved by the Warranter.

## **VI. Procedure in Warranty Cases, Settlement of Warranty Claims**

1. The Warrantee shall promptly notify the Warranter in writing if a Warranty Case has occurred. To this end, the Warrantee shall fill out the product warranty form enclosed in the Annex and send it to the following address:

**Tuningkit Technologies GmbH & Co. KG**  
**Karl-Frasch-Str. 14**  
**73037 Goepfingen**  
**Germany**

The product warranty form shall include an as precise as possible description of the defect identified, and the reasons for the warranty claim made, by the Warrantee.

2. The Warrantee shall send the product in question along with the product warranty form to the above address at its own cost and expense and shall moreover submit a copy of the original sales receipt for the product.
3. The Warranter shall review the asserted warranty claim upon receipt of the product in question and of the aforementioned documents and shall inform the Warrantee about the results of such review. In a Warranty Case, the Warranter may choose to either supply an equivalent replacement product or repair the product affected (if and insofar as technically feasible) and return it to the Warrantee. The Warranter shall organize and pay for the transportation of the replacement product, or of the product repaired, to the Warrantee.
4. If a warranty claim is made wrongly, the Warranter may demand from the Warrantee reimbursement of the costs incurred in connection with reviewing such warranty claim and returning the product affected to the Warrantee, unless the Warranter is obligated by contract or law to bear such costs. This



shall not apply if the Warrantee could not be expected to have known that he had no warranty claim.

## **VII. Expiry of Warranty Claims**

Product warranty claims for defects to the products that have occurred during the warranty period shall expire within 12 months as of the end of the year in which the respective claim occurred, meaning - in particular - in which the damage occurred and the Warrantee became aware of the circumstances giving rise to the claim. The statutory period of limitation shall apply in case of intent.

## **VIII. Contractual or Legal Rights**

The contractual or legal rights that the Warrantee may have against the Warranter as the seller and/or manufacturer of the products shall not be affected or limited by this product warranty but shall continue to apply unchanged.

## **IX. Final Provisions**

- 1.** The present product warranty shall apply to the aforementioned extent and under the aforementioned conditions (incl. presentation of the copy of the original sales receipt) also for any subsequent buyer of the product, if such product or the vehicle in which the product is installed is sold.
- 2.** Should any of the provisions contained in these terms of warranty be or become invalid, this shall not affect the validity of the remaining provisions contained herein.
- 3.** This product warranty shall be subject to German law.
- 4.** The place of jurisdiction for any and all disputes arising under or in connection with this product warranty shall be the Warranter's place of business.

**Annex:** Product warranty form

# Tuningkit – Product Warranty Card

## A. Personal Information and Address

1 Last Name, First Name

2 Street and Number

3 Postal Code

4 City

5 Country

6 Telephone (please include your country code)

7 E-mail

## B. Details of the purchase

1 Invoice number

2 Purchased at:

Directly through Tuningkit  
(www.tuningkit.com/en, Amazon, ebay)

Tuningkit reseller:

Used, purchased from:

Date of purchase: \_\_\_\_\_

## C. Details of your vehicle

1 Maker

2 Model and motorization

3 Engine size

HP

4 Date of first registration

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5 Type of transmission:

Automatic

Manual

Double clutch transmission

## D. Information about the warranty

1 Damaged Part

PCB and electronics

Connector module on the circuit board

Housing, including seal and/or membrane film

Cable harness, but not mechanical damage of connector

None of the components above

Not specified

2 Description of the damage

Please write two or three sentences about the damage (in English):

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3 Description of the cause of the damage

Please write two or three sentences about the damage cause (in English):

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4 Confirmation

I hereby confirm that I installed the device according to the instruction manual in the vehicle just mentioned above and that there was no car accident involved causing damage to the part.

Please notice that only completely filled in forms will be taken into consideration. If you have any questions, please contact our Customer Support department.

E-Mail: sales@tuningkit.com

Telephone: +49 7161 1587 870

Monday to Friday from 09:00 - 12:30 ; 14:30 - 16:00 German time

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Date, Signature