

CONFIRMATION

The company Kelleners Sport GmbH, Merzig, (hereinafter referred to as Kelleners) is a manufacturer of technical and optical tuning components. In respect of the product described on the reverse (guarantee product), Kelleners grants the buyer of this product (customer) a guarantee declaration in accordance with the provisions below (Nos. I to III). This guarantee takes effect in addition to the statutory or otherwise contractually agreed warranty rights of the customer vis-à-vis the seller in question (dealer). This also applies if the customer acquired the guarantee product directly from Kelleners as the seller. The guarantee does not in any way limit the warranty entitlements (statutory or contractual) described above.

The contract of guarantee takes effect subject to Number II., Clause 3 once the customer has had the guarantee product installed in his vehicle either by Kelleners or by a specialist automobile workshop; in the latter case, the specialist automobile workshop must notify Kelleners of the installation in accordance with the TÜV expert opinion and Kelleners installation guidelines by sending an installation confirmation immediately afterwards.

I. Durability guarantee for the component

1. Replacement delivery

In the context of an independent guarantee, and in addition to other existing statutory and contractual warranty entitlements, Kelleners undertakes to replace the product specified on the reverse by stating the component details (guarantee product) free of charge (including assembly) in the event of defects, provided that the defect arises within three years of the date of installation pursuant to the installation notification, but before the vehicle reaches a total running time of 100,000 km, even if the defect was not yet present at the time of the transfer of risk (durability guarantee). This declaration of obligation does not give rise to further entitlements on the part of the customer, especially for damage compensation.

2. Guarantee preclusion

All guarantee entitlements deriving from this guarantee will lapse in the event of the customer or a third party making interventions in respect of the guarantee product. The same applies if another component of the vehicle has been altered in a manner not approved by the manufacturer, unless the customer can verify that the alteration did not cause the damage to the guarantee product.

II. Damage to the drive train

1. Repair obligation

In addition to the customer's statutory or otherwise contractually based entitlements in respect of defects vis-à-vis the seller of the guarantee product in question, Kelleners also undertakes to repair the motor, rear axle differential, gears, cardan shaft and axle drive shaft (drive train) free-of-charge, if these suffer damage during the guarantee period as a result of installation of the guarantee product. This guarantee does not give rise to any further damage or expenditure compensation entitlements on the part of the customer (e.g. compensation for lost profit, depreciation in vehicle value, rental car costs, towing costs or overnight accommodation costs). The entitlement described above exists only in respect of the first vehicle into which the guarantee product was fitted. Any fitting of the product into a subsequent vehicle shall not give rise to any guarantee entitlement. This guarantee does not give rise to any compensation entitlements in respect of consequential damage arising from the installation of Kelleners tuning components other than the guarantee product.

2. Guarantee term

The guarantee term runs until the vehicle has accumulated a total running time of 100,000 km, but will, at the latest, expire 24 months after initial registration. If, during the guarantee term, damage should occur in respect of the drive train, there shall be a refutable assumption that such damage is due to installation of the guarantee product unless such an assumption should be incompatible with the type of damage in question.

3. Preclusion in the case of a manufacturer's guarantee

Kelleners' repair obligation pursuant to No. 1 shall not apply for the period during which the manufacturer of the vehicle in which the guarantee product was installed has granted a general manufacturer's guarantee for the drive train, or for the period during which there is an appropriate warranty entitlement vis-à-vis the vehicle manufacturer. However, if this manufacturer's guarantee or warranty entitlement should lapse solely due to installation of the guarantee product, Kelleners' repair obligation will remain in force [take effect].

4. Guarantee preclusion in special cases

There are no guarantee entitlements in the following cases:

- If the customer has handled the vehicle improperly or subjected it to excessive stress
- If the customer has participated with his vehicle in motor sport competitions or associated training runs
- If the customer or the specialist automobile workshop did not send Kelleners the installation notification in accordance with the TÜV expert opinion and Kelleners installation guidelines immediately following successful installation

- If the customer does not verify that the service intervals laid down by the vehicle manufacturer have been observed, either by presenting the customer service log or in another manner
- If the guarantee product or the drive train has been altered by the customer or a third party, unless the customer can verify that the alteration did not cause the defect/damage
- If another vehicle component was altered by the customer or a third party in a manner not authorised by the manufacturer, unless the customer can verify that the alteration did not cause the damage
- If low-grade or unapproved fuel, lubricants or bio-diesel have been used
- If performance-enhancing steps have been taken in respect of the vehicle using competitor products not authorised by Kelleners

5. Guarantee handling

- In the event of a claim, the customer must notify Kelleners immediately (e.g. by telephone, fax, e-mail etc.) and must request Kelleners, in writing, to make a repair.
- Kelleners is entitled, at its own expense, to immediately appoint a sworn appraiser of its choice to examine the drive train in order to determine whether the damage to the vehicle parts in question was caused by the guarantee product. If this appraiser comes to the conclusion that the damage was not thus caused, the customer will be deemed to have accepted this absence of causality if, within 10 days of the expert appraisal being transmitted, the customer does not object to it in writing. In this regard, when transmitting the expert appraisal, Kelleners is obliged to instruct the customer regarding the significance of failing to lodge an objection.
- If Kelleners is obliged to make a repair pursuant to this guarantee, the repair must be made either by Kelleners itself or by a third-party customer to be nominated, vis-à-vis the customer, by Kelleners, on behalf and at the expense of Kelleners. Kelleners will, in all cases, bear any transport costs associated with the repair.
- The customer is not entitled to rectify the damage himself, or to have it rectified by a third party, without Kelleners' permission, before having given Kelleners an opportunity to assess the damage, or to have it assessed, within an appropriate period. All entitlements deriving from this guarantee will be voided if the customer contravenes this prohibition.

III. General provisions

1. Removal of the guarantee product

If, when handling a guarantee case, Kelleners reaches the conclusion that continued use of the guarantee product is technically problematic (e.g. if there is a risk of further damage), Kelleners shall have the right to remove the guarantee product at its own expense, as long as Kelleners reimburses the purchase price to the customer (including any installation costs), if necessary in contravention of the terms of No. I.1. Any existing guarantee entitlements which the customer may have pursuant to No. II (repair obligation) shall remain unaffected thereby.

2. Period of limitation

All entitlements deriving from this guarantee shall lapse six months following the occurrence of the circumstances bringing the guarantee into operation.

3. European Union

The guarantee only applies to vehicles registered in a member state of the European Union.

4. Legal Venue

Kelleners' registered office shall be the sole legal venue for all current and future claims deriving from this guarantee and involving fully qualified merchants under the German Commercial Code. The same legal venue shall apply if the customer does not have a general legal venue.

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