

# DETERMINATIONS WARRANTY EXTENSION

**Duration:**

Used engines: 12 months (applies only to engines with max. 120.000 KM)  
Refurbished engines & transmissions: 18 months (supplier warranty 6 months)  
NEW Engines & Transmissions: 24 months (supplier warranty 12 months)

**Motor & Getriebe GmbH** grants **wear protection guarantee** for the duration depending on the purchased spare part (see above) from the date of purchase or after expiry of our supplier guarantee on the following oil-lubraised metal parts serving the drive in the Inside the unit (engine, gearbox, turbocharger) equal to the maximum limits shown under repair cost reimbursement.

**Covered parts (depending on the spare part purchased):**

Engine: crankshaft, connecting rods, bearings, bearing shells, pistons, piston rings, piston bolts, cylinders, camshaft, tilt levers, control chain, metallic spur gears, valves, pestle, oil pump, bushings and guides.  
Gearboxes: gears, shafts and bearings  
Turbochargers: shafts and bearings

The warranty extension is based on **1)** full compliance with warranty conditions and installation guidelines, and **2)** for proper and proven maintenance of the vehicle. Likewise, the prompt transmission of the installation invoice and approval certificate is decisive for the conclusion of this warranty extension. Without the transmission of the above-in-all documents, this warranty extension will not be completed. The warranty extension applies exclusively in the event of a failure of function due to wear on friction surfaces of the above-mentioned covered parts.

**Limitations:**

Engine block, cylinder head and gearbox housing are only guaranteed if they have been damaged by the aforementioned oil lubmetled moving parts, but not in the event of voltage cracks. In the case of manual gearboxes, only the material value is refunded for synchronous parts, as these are used for switching facilitation and not directly for the drive.

**Exclusion:**

Overheating damage such as shaded pistons or valves, damage caused by lack of lubricant or coolant, sealing damage including simmering simmering and valve shaft seals, consequential damage due to damage to non-guaranteed parts such as timing belts, V-belts, balancing shafts, seals, hoses and plastic coverings on slide rails, metal cracks, metal breakage, in the case of automatic gearboxes, the non-metallic inner parts such as clutch slams, brake bands, control elements. Damage caused by oil sludge or clogged channels, sieves or filters is also excluded from the warranty. Therefore, the use of sludge-proof oils is prescribed. The warranty extension expires prematurely when the vehicle is re-reported to non-European countries, in the case of motor sports use of the vehicle, further if a maintenance service has not been carried out or timing belts and clamping rollers are installed have not been renewed, and after converting the vehicle to fuel types other than petrol or diesel (applies only to engines). Similarly, the warranty extension expires in the event of a non-standard increase in performance due to chip tuning, load pressure change or any non-factory performance increase of the vehicle. Likewise, the warranty extension is not transferable and therefore applies only to the contractual participant from the associated purchase contract.

**Repair cost reimbursement:**

The reimbursement of outstanding repair costs is limited to the amount of the previous repair costs, for used units to the respective daily value at the time of damage (maximum € 2,500,- for engines, € 1,500,- for gearboxes, € 500,- for turbochargers) and is settled within the maximum limits according to the following table:

Mileage  from installation  in KM		Refund incl. VAT		
		Workcosts  used/new	Materials	
			Used parts	New parts
to	5.000	100%	70%	100%
to	10.000	100%	60%	90%
to	20.000	100%	50%	80%
to	30.000	100%	40%	70%
to	40.000	90%	40%	60%
to	50.000	80%	40%	50%
to	60.000	70%	40%	40%
to	70.000	60%	40%	40%
over	70.000	50%	30%	30%
over	120.000	40%	30%	30%

Material processing costs, such as grinding, honing, tarpaulins, and the like, are calculated as material costs.

Refunds can only be made once per unit and without repetition of similar damage. Within our supplier warranty (refurbished engines 6th month, new engines 12th months, overhauled gearboxes 6 months, refurbished turbocharger 12 months) the claims are handled directly via us (Motor & Getriebe GmbH), then via HPWC.

#### **Maintenance:**

After installation of the unit, the first service must be carried out after 1,000 KM at the latest and during the warranty period oil changes intervals of 15,000 KM and service intervals according to plant regulations must be observed. Shortening the intervals does not create the right to extend subsequent intervals. Oil and coolant levels must also be checked regularly between maintenance swells and, if necessary, replenished. In the case of engines, the warranty conditions and installation guidelines provided at the time of purchase of the goods must in principle be complied with, otherwise damage caused to them is not covered by warranty.

Compliance with the warranty conditions and installation guidelines will only be checked in the event of damage. If the maintenance intervals are exceeded, it must be proved to the car owner that the excess is not the cause of the damage in the event of damage. Evidence of this can be provided by expert opinions. Confirmation of compliance with all warranty conditions is only valid, with the presentation of computer invoice printouts or receipts with pinned cash register receipts, which are issued at the time of the spare parts acquisition.

Motor & Getriebe GmbH and HPWC K.S. are in principle exempt from the assumption of claims costs if the necessary evidence is not complete or the invoice documents and audit logs cannot be provided.

#### **Claim:**

If a failure of function occurs on a guaranteed part, a damage report have to be sent to Motor & Getriebe GmbH (written to [office@motor-getriebe.com](mailto:office@motor-getriebe.com)).

If the supplier warranty has already expired, processing will be forwarded to HPWC's claims department.

The HPWC Claims Department then immediately instructs you on the further behavior for the quickest possible repair, without recognizing the damage as already covered by warranty. Recognition can only take place after the examination of all documents has been completed.

**A repair release, usually done by telephone, is not a commitment by HPWC to cover the costs, it only means that the repair is not blocked.** Promises of reimbursement will only become valid by written confirmation. If a repair is carried out without prior damage notification to Motor & Getriebe GmbH or HPWC, the warranty claim expires. The warranty holder is obligated to allow Motor & Getriebe GmbH or HPWC to visit or test drive before placing the repair order. HPWC has the right to inspect defective parts or aggregates for damage assessment. The warranty holder is obliged to send defective extended parts for inspection upon request of HPWC. HPWC, on the other hand, is obliged to return them at the request of the warranty holder after securing evidence. **If the return is not expressly requested, the components will be disposed of by HPWC 3 months after being sent.** If an expert's report is required for disputed damage assessments, the following rules apply to the costs of the expert: Whoever appoints the sworn expert pays the costs first. If it turns out that there is a warranty case, these costs shall be borne by HPWC, otherwise the warranty holder. If the guarantor appoints an expert without a no obligation to enter, he shall bear the costs even if the damage falls within the coverage area of the guarantee. The warranty holder is obliged to keep defective and other removed parts for as long as this is necessary in order to be able to keep the proof of damage.

**If an extended unit have to be dismantled for the determination of the damage, the resulting costs incurred by HPWC shall only be reimbursed if there is a warranty case. In the event of damage covered by the warranty, HPWC is in principle the customer of the repair for the share of costs to be reimbursed by it.**

HPWC is entitled to issue instructions for a proper and cost-effective repair to the repair erusane commissioned by the warranty vehicle. If HPWC can offer functional used parts or aggregates that are approximately equivalent to the vehicle age and mileage, the warranty holder undertakes to accept them or, in the event of rejection, to pay the additional costs. take over.

#### **Start of warranty extension:**

The warranty extension begins with the installation date of the purchased sparepart, as noted on the installation invoice, provided that the required documents have been received and ends after the expiry of the terms and conditions according to the offer, order confirmation and invoice for the purchased spare part. If a damage report is made before the required documents have been submitted, the warranty extension is deemed not to have been made.

#### **General:**

The owner of the vehicle or his representative shall conclude the warranty extension in his own name. The contract is only concluded after transmission of the installation invoice (of an authorized workshop) and the car registration paper. The text on the sales documents of Motor & Getriebe GmbH does not yet constitute the contract for the extension of the warranty. In this sense, the repairer is vicarious assistance for the buyer, but not for Motor & Getriebe GmbH or for HPWC k.s. The contract for the warranty extension is deemed to have been accepted if, after receipt of the registration certificate and the installation invoice, no rejection by Motor & Getriebe GmbH or HPWC k.s. taken place.

The warranty extension applies only to vehicles officially registered in Europe and is not transferable.

Should individual contractual terms not be effective, the remaining terms and conditions remain unaffected.