

# Ferdinand Bilstein - Manufacturer's Warranty

## 1. Object of the warranty

Ferdinand Bilstein GmbH + Co. KG, Wilhelmstr. 47, 58256 Ennepetal, GERMANY (hereafter "Ferdinand Bilstein") provides a worldwide manufacturer's warranty of three years on newly manufactured febi, Blue Print and SWAG branded motor vehicle spare parts (hereafter, the "Product") in accordance with these Terms and Conditions. This warranty may be invoked by any commercial or business buyer throughout the supply chain. This includes, in addition to all dealers, also the owner of the vehicle (where it is a business) in which the Product has been installed, as well as the workshop that carried out the installation work. Ferdinand Bilstein offers the warranty in relation to a specific Product, although only on one occasion and to the person that was the first to give notice of the warranty claim concerned to Ferdinand Bilstein. The three-year warranty shall start for the owner of the vehicle on the day on which the Product was installed in his/her vehicle; otherwise, it shall start on the day on which the Product was purchased. These prerequisites for the exercise of claims under warranty shall be documented by the relevant claimant by presenting copies of original invoices or other appropriate documentation.

The following terms and conditions describe the additional prerequisites, claims handling and the scope of the warranty. This warranty is without prejudice to legal warranty rights and any other statutory rights, irrespective of their basis in law.

## 2. Guarantee claim

A guarantee claim may only be made if the Product was defective at the outset. The Product shall be deemed to have been defective at the outset if, at the time it was handed over by Ferdinand Bilstein to the initial buyer, it was not of the agreed quality or of such a quality as is necessary and standard for the agreed or customary usage. The existence of such an initial defect shall be demonstrated by the claimant.

## 3. Services under guarantee

Once a guarantee claim has been submitted and proven, Ferdinand Bilstein shall be entitled to choose either to supply a fault-free product or to reimburse the documented purchase price to the claimant. If the claimant acquired the Product from a workshop in relation to any repair or maintenance work, the price for the Product must be stated separately in the invoice issued by the workshop, otherwise the refund of the purchase price is excluded. Should Ferdinand Bilstein decide to supply a replacement, a functionally equivalent, fault-free part of equivalent value, which need not be absolutely identical to the model, type, and lot of the defective product, will be supplied.

Any claims under this guarantee are limited to the above-mentioned services. The guarantee shall not therefore cover the repair of the defective Product or the reimbursement of any related repair costs and expenses, such as removal and installation costs and any consequential losses caused by a defective Product.

#### **4. Handling of guarantee claims**

Guarantee claims must be raised directly with Ferdinand Bilstein, the provider of the guarantee, using the contact form on [www.febi.com/3](http://www.febi.com/3), [www.blue-print.com/3](http://www.blue-print.com/3), or [www.swag.de/3](http://www.swag.de/3). The contact form must contain all information on which the claimant bases his/her guarantee claim, including a description of the defect or error, and the form must be received within the relevant applicable guarantee period. Subject to this proviso, the claim shall be deemed to have been submitted within the guarantee period even in the event that Ferdinand Bilstein subsequently requests the claimant to send additional information or the defective Product (at the cost of Ferdinand Bilstein) in relation to the further examination of the guarantee claim.

If the claimant has furnished proof to Ferdinand Bilstein of a guarantee claim, Ferdinand Bilstein shall inform him/her whether a fault-free Product will be supplied or the purchase price paid by the claimant will be reimbursed.

#### **5. Matters not covered by the guarantee**

The guarantee does not cover any defects and errors that do not result from a quality defect present upon handover to the first buyer. These shall include, in particular, the following causes: defective installation, failure to comply with the maintenance requirements of the relevant motor vehicle producer, usage of the Product for motor vehicles not used for ordinary road traffic or in vehicles for which the Product is not suitable according to the terms and conditions of usage published by Ferdinand Bilstein, ordinary wear and tear, unsuitable storage, processing or any other subsequent changes to the Product, or any other external influences.

#### **6. Miscellaneous**

Unless otherwise required by law, these Guarantee Terms and Conditions and the guarantee agreement concluded on the basis hereof shall be governed by German law, and the UN Convention on Contracts for the International Sale of Goods shall not apply. Unless otherwise required by law, jurisdiction for both parties shall lie in Ennepetal in Germany as the location of the registered office of Ferdinand Bilstein.