

## **Bilstein distributor warranty**

### General warranty for products purchased in the EU

The following warranty from Bilstein applies to all purchasers (hereinafter “**Purchaser**”) who have purchased a Bilstein product (hereinafter “**Product**”) in the European Union (hereinafter “**EU**”) from an authorized Bilstein distributor. This warranty is non-transferable.

The warranty is final and covers all warranty rights to which Purchaser is entitled. The rights of Purchaser vis-à-vis Bilstein as manufacturer in connection with product defects and/or for product liability or comparable reasons remain unaffected.

The Bilstein distributor warrants that Products purchased in the EU shall be free from defects in design, material and workmanship for a period of two years from the date of purchase.

Within the warranty period the Bilstein distributor shall be obligated to repair or replace a defective Product at its discretion. This does not apply if the Product has been used improperly and contrary to Bilstein’s instructions. If Purchaser is not a commercial end user but a consumer, it shall have the right to choose between repair and replacement. Costs for transportation, installation and disassembly incurred in connection with the repair or replacement shall be covered in full by the Bilstein distributor if Purchaser is a consumer.

If repair or replacement holds no promise or fails to remedy the defect, or if the Bilstein distributor justifiably refuses to carry out repair or provide a replacement, Purchaser may withdraw from the purchase contract or demand a price reduction. Further claims for defects by Purchaser are excluded.

To exercise its warranty rights, Purchaser must contact the authorized Bilstein dealer by letter or email during normal business hours to request the return of the Product and the issue of a return goods authorization (RGA). If the Product is to be returned, Purchaser is obligated to package the Product safely for transportation, include a copy of the invoice as proof of purchase, affix the RGA number visibly and legibly to the outside of the package and return the Product to the Bilstein distributor.

For Products repaired within the original warranty period, the original warranty period of two years from the date of purchase shall continue to apply; in this case a new warranty period of two years for the scope of repair shall commence from the date of completion of the repair. For all Products replaced under warranty, a new warranty period of two years shall commence upon replacement of the Product.

The Bilstein distributor shall under no circumstances be liable for consequential damages (such as lost profits) resulting from the use, misuse or inability to use the Product or from defects of the Product. This limitation of liability does not apply to injuries to persons, in the event of willful intent or gross negligence, or if a material contractual obligation was violated.

In the event of improper use, in particular racing or off-road use, all warranty claims are void.

### Limited lifetime warranty for air springs purchased in the EU

If the Products purchased in the EU are B3 air springs or B4 air springs (hereinafter “**Air Springs**”), the following additional warranty shall apply:

The Bilstein distributor warrants that Air Springs purchased in the EU shall be free from defects in design, material and workmanship throughout their lifetime.

Purchaser is entitled to return Air Springs, even if they are free of defects, to the Bilstein distributor within a period of 30 days after the date of purchase against reimbursement of the purchase price by the Bilstein distributor. Where Air Springs have not been used or installed, the right of return is extended to a period of 60 days after the date of purchase.

Should a defect in the design, material or workmanship of the Air Springs be detected within six months after the date of purchase, it shall be presumed in favor of Purchaser that such defect was also present at the date of purchase of the Air Springs.

The additional warranty does not apply to Air Springs displaying the following: (i) cosmetic damage such as scratches, notches, dents and corrosion; (ii) normal wear and tear unless

attributable to a defect in design, material or workmanship; (iii) damage caused by accident, improper use, water, flooding, fire or other natural phenomena or external causes; (iv) damage caused by improper installation, (v) damage to Air Springs which have been altered without the written approval of Bilstein or the Bilstein distributor, (iv) damage caused by improper servicing.

#### Limited lifetime warranty for Performance Products purchased in the EU

If the Products purchased in the EU are Bilstein Performance products, i.e. B14, B16 or Club-sport products, the following additional warranty shall apply:

Insofar as Purchaser purchased the Products on the internet via the Bilstein e-commerce platform or from a Bilstein Expert (“**BE**”) and the Products were subsequently installed by the BE on the basis of the partnership agreement, it is assumed that the Products have been installed properly and that subsequent malfunctions are not attributable to improper installation. Consequently Bilstein extends the Purchaser warranty in such cases to four years after the date of sale of the products and a maximum mileage of 100,000 km. During this extended period Bilstein shall cover the material costs for claims made under warranty or ensure that these costs are covered by the BE if the BE itself sold the Product to Purchaser. For this Purchaser must be able to furnish proof of installation of the Products by the BE, normally by submitting both the original Bilstein purchase invoice and the original installation invoice from the BE. In addition Purchaser must prove that the Product has not exceeded a mileage of 100,000 km.