

BILSTEIN aftermarket limited warranty in North America

Limited warranty for aftermarket products purchased in North America

The following limited warranty from BILSTEIN applies to all purchasers (hereinafter “**Purchaser**”) who have purchased a BILSTEIN aftermarket product (hereinafter “**Product**”) in North America (hereinafter “**NA**”) from a BILSTEIN distributor. This warranty is non-transferable.

The warranties and remedies contained herein are exclusive and in lieu of all other warranties expressed, implied, or statutory, including any liability arising under any warranty of merchantability or fitness for a particular purpose, statutory or otherwise. 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.

With the exception of Products from the Clubsport, Motorsport, EVO S, EVO SE, EVO T1, EVO T2, EVO R, B8 5125/5160/5165/8100/8112/8125/9200/9300 series, the steering gear, standalone B3 coil and B3 leaf spring as well as control arm categories, BILSTEIN warrants that Products purchased from a BILSTEIN distributor in NA shall be free from defects in design, material and workmanship for as long as the original purchaser owns the product and it is installed on the original vehicle the product was purchased for.

Within the warranty period the authorized 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. Further claims for defects by Purchaser are excluded.

To exercise its warranty rights, Purchaser must contact the BILSTEIN distributor in NA from whom the Product was originally purchased 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 at its own expense. Payment by BILSTEIN or the BILSTEIN distributor of import costs (customs or other government fees, tariffs, handling fees) incurred in connection with international returns is expressly excluded.

BILSTEIN or the BILSTEIN distributor shall under no circumstances be liable for consequential damages (such as, but not limited to, labor charges and/ or 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 installation in vehicles not recommended by BILSTEIN, track racing or off-road use (unless the product is expressly designed for such use), all warranty claims are void.

The warranty does not apply to Products displaying the following: (i) cosmetic damage such as scratches, notches, dents and corrosion; (ii) normal wear and tear (including bushings, bearings and valve shims) 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 Products which have been

altered without the written approval of BILSTEIN or the BILSTEIN distributor, (iv) damage caused by improper servicing or (v) servicing by any party other than BILSTEIN or a BILSTEIN distributor.

Separate warranty period for Products from the EVO S, EVO SE, EVO T1 and EVO T2 categories purchased in NA:

If the Products purchased in NA are Products from the EVO S, EVO SE, EVO T1 and EVO T2 category, the following warranty shall apply:

BILSTEIN warrants to the original purchaser that, for a period of five (5) years from the date of purchase through a BILSTEIN distributor or retailer, this Product shall be free from defects in design, material and workmanship. Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply.

Separate warranty period for Products from the steering gear, standalone B3 coil spring, B3 leaf spring and B8 5160/8100/8112 categories purchased in NA:

If the Products purchased in NA are Products from the steering gear, standalone B3 coil spring, B3 leaf spring or B8 5160/8100/8112 category, the following warranty shall apply:

BILSTEIN warrants to the original purchaser that, for a period of two (2) years from the date of purchase through a BILSTEIN distributor or retailer, this Product shall be free from defects in design, material and workmanship. Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply.

Separate warranty period for Products from the Clubsport, Motorsport, EVO R, B8 5125/5165/8125/9200/9300 series and control arm category purchased in NA:

If the Products purchased in NA are Products from the Clubsport, Motorsport, EVO R, B8 5125/5165/8125/9200/9300 series or control arm category, the following warranty shall apply:

BILSTEIN warrants to the original retail purchaser that, for a period of ninety (90) days from the date of purchase through an authorized distributor, this Product shall be free from defects in design, material and workmanship. Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.