



MANUFACTURER'S WARRANTY

§ 1 Guarantor / scope of application / geographic scope

1. The guarantee described here only applies to newly manufactured automotive spare parts distributed by the company Geba-Autoteile GmbH, Wiedstrasse 8, 53560 Vettelschoss, Germany, as far as they have been explicitly advertised or sold with such a guarantee. Guarantor is the company Geba-Autoteile GmbH. The guarantee is valid throughout the world.
2. The purchaser's legal rights, in particular, the right to supplementary performance, withdrawal, reduction, to claim damages or the refund of futile expenses, as well as other legal rights resulting from the respective contractual relationship shall remain unaffected. The purchaser's statutory rights are not restricted by this guarantee.
3. The guarantee conditions below only apply to the extent that they are not in conflict with national legislation with regard to guarantee regulations.

§ 2 Contents and guarantee period

1. For all component parts of the goods sold with a guarantee according to the conditions described herein for the intended use in the passenger car area, Geba-Autoteile GmbH grants a guarantee of 24 months or a mileage of 100,000 kilometers, whichever occurs first. In case of intended use in the area of commercial vehicles, a guarantee is granted for a period of 24 months or a mileage of 200,000 kilometers, whichever occurs first. In both cases, the

guarantee period begins with the point in time the goods are installed at the first user's premises.

If a defect occurs in the products within the warranty period that is not based on any of the causes mentioned in § 3 numbers 2. to 4., the respective product will – at the discretion of Geba-Autoteile GmbH – either be repaired or replaced free of charge. In addition, the guarantee also comprises free delivery of the product to be replaced from Geba-Autoteile GmbH to the purchaser's premises. In case the product is replaced by Geba-Autoteile GmbH, it is possible to deliver an equivalent, functionally identical and free of defects product that does not necessarily have to be in correspondence with the defective product in terms of model, type and lot.

If, in case of a guarantee claim, the product is replaced by Geba-Autoteile GmbH, no new guarantee period begins. In such a case, the original guarantee will continue until its original expiry.

2. Not comprised in the guarantee are any electric and/or electronic parts as well as such components; in addition, the shipping and postage costs arising for the customer for sending the goods to Geba-Autoteile GmbH as well as other expenses. Also not comprised in the guarantee are the purchaser's claims for damages, claims for compensation for consequential damages, or for damages that did not occur to the product subject to guarantee itself. The guarantee does justify any claim to a reduction of the purchase price or to withdrawing from the purchase contract.



§ 3 Guarantee conditions

1. An entitlement to guarantee only exists when a copy of the purchase invoice is submitted together with the product. The component part under guarantee must be explicitly stated on the purchase invoice. Furthermore, the date of installation, information on the vehicle as well as the odometer value of the vehicle is to be given and made credible.
2. The guarantee is not an entitlement to free inspection or maintenance of the product. If a defect can be attributed to improper use on the part of the purchaser or a third party, a claim to guarantee does not exist. Also not included in the guarantee claim are defects to wear parts that can be attributed to contractually agreed wear and tear. Wear parts according to this provision, in particular, are sealing rings as well as comparable parts that are subject to wear and tear as a result of use.
3. In addition, the guarantee does not include or cover damages,
 - which can be attributed to improper use, storage or the misuse of the products for another than its contractual purpose and disregarding the operating and maintenance instructions,
 - which are caused by non-compliance with assembly or installation and maintenance instructions issued by Geba-Autoteile GmbH or the respective vehicle manufacturer,
 - occurring within the scope or as a result of conducting or preparing for racing activities,
 - occurring as a result of external violence and/or externally applied force,
 - occurring as a consequence of the use or utilization of the product in a manner that is contrary to current technical and safety-related requirements.

4. The guarantee rights expire when the product is installed by a person who is neither authorized nor professionally trained to do so, or when component parts of the product are opened by the purchaser or a non-authorized third party, or when instructions of Geba-Autoteile GmbH or the respective vehicle manufacturer are not observed.

Furthermore, the guarantee only exists on condition that the cooling circuit has been rinsed before the installation of the GEBA water pump.

5. If Geba-Autoteile GmbH, within the scope of the assertion of claims, finds that the damage at hand is not a justified basis for guarantee claims, the costs incurred by Geba-Autoteile GmbH for the inspection are to be borne by the purchaser.

§ 4 Transfer of guarantee

When selling products covered by this guarantee, warranty claims can be transferred to the purchaser of the goods. In case of compliance with the guarantee conditions, the purchaser of the goods is also entitled to claims under guarantee.

§ 5 Limitation of claims under guarantee

Claims to guarantee expire within six months after occurrence of the damage, at the latest, however, six months after the expiry of the guarantee period.

