

Insurance Terms and Conditions

This is a free translation into English language. In the event of any conflict in interpretation the original wording in German language takes precedence.

1. Subject matter and extent of the warranty

1.1 Rightful claims are insured under the implied warranty and the granted manufacturer's warranty, the settlement of which can be reasonably denied by the motor vehicle manufacturer as a result of the fact that OBD Tuning GmbH and their vicarious agents have performed tunings (standard and economy-type). This subsidiary coverage only applies to claims under implied warranties in connection with the acquisition of a new vehicle. Used car warranties are not the subject matter of this coverage. Motorsport tuning, i.e. any performance tuning above 35 percent of standard performance is also excluded from insurance coverage. As far as an operating licence has not been obtained for the motor vehicle as a result of a missing registration or certification in respect of the tuning, insurance coverage within the scope of this insurance is excluded at any rate.

1.2 Passenger cars and commercial vehicles up to 7.49 t, which have been delivered in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Norway, Poland, Portugal, SpainSweden, Switzerland, The Netherlands and The United Kingdom and which therefore come under the warranty provisions applicable in those countries are insured as far as they do not exceed the ones applicable in Germany. Unless the makes of Toyota, Lexus, Honda, Nissan, Infinity, Mazda, Mitsubishi and Subaru are concerned, motor vehicles from Asian manufacturers are excluded from insurance coverage.

1.3 The extent of the warranty claim as far as costs are concerned is limited to the current value of the motor vehicle at the time the loss has occurred. The maximum limit of indemnity during the warranty period is EUR 10,000. The maximum period insured from the date of initial registration of the motor vehicle is limited to 24 months. Coverage ends as soon as the engine has reached a kilometre reading of 100,000 km.

1.4 The warranty refers to the parts and component assemblies, respectively, as identified below (conclusive enumeration):

Component assembly	Designation of parts
Engine	Cylinder block, cylinder head and cylinder head gasket, crankcase, casing of rotary piston engines as well as all inner parts linked to the oil circulation system

Manual and automatic transmissions Gearbox housing and all inner parts including torque convertor as well as drive and prop shafts

Axle drive Axle gearbox (front and rear wheel drives) and all inner parts

The warranty only covers gaskets, sleeve gaskets, shaft packing rings, hoses, pipes, ignition and glow plugs, if they lose their functioning and need replacing in the causal connection with damage to one of the above mentioned parts that is subject to compensation. Consequential losses of other component parts are not insured.

2. Warranty

2.1 The warranty includes required repairs of warranted parts by way of replacement (cost price) or corrective maintenance as per technical requirements including labour costs in accordance with the AE reference time catalogue. If the cost of repair exceeds the value of a replacement part, the warranty claim is limited to the value of such replacement part including assembly and disassembly costs. If the cost of repair exceeds the current value of the motor vehicle at the time of the occurrence of the loss or the agreed maximum limit of indemnity, the warranty claim is limited to that amount if the costs are met.

3. No warranty is given based on the following causes in particular:

- a) Through an accident, i.e. an event with sudden direct impact by mechanical force from the outside as well as through a road accident, i.e. a sudden occurrence in road traffic, in which a risk specific to road traffic has happened;
- b) through wilful or malicious action, diversion and theft in particular, unauthorised use, robbery or fraudulent conversion, through a direct impact of storm, hail, lightning, earthquakes or floods as well as fire or explosion;
- c) through acts of war of any kind, civil war, civil commotions, strike, lockouts, confiscations or other sovereign intervention or nuclear energy;
- d) through the use of unsuitable operating materials, lack of oil or overheating as well as the use of biodiesel (even if released by the manufacturer!);
- e) through losses that occur by exposing the motor vehicle to higher weights than the permissible axle and trailer loads as specified by the manufacturer;
- f) for which a third party has to stand in as manufacturer or supplier or someone fulfilling a repair order or typically providing a manufacturer's courtesy support;
- g) through losses that arise by taking part in racing-type driving events or associated practice runs.

3.2 Moreover, no warranty is given if

a) maintenance work, inspections and servicing as specified by the manufacturer are not performed at all or not performed by a recognised dealership and are not shown by submitting original invoice documents on request;

b) notes for motor vehicle operation as provided by the manufacturer in their instruction manual have not been observed;

c) manipulations or other interferences of the odometer and a defect or replacement have not been reported immediately.

4. Warranty case / Notification of claim

Any damage under warranty must be reported immediately to

OBD Tuning GmbH

Dubbenwinkel 7

21147 Hamburg

Germany

Phone: +49 (0)40 76102844

Fax: +49 (0)40 76102845

before repair is performed. Any repair work needs to be agreed upon with OBD Tuning GmbH. A person authorised by OBD Tuning GmbH is to be allowed to inspect the damaged object at any time and be given the information necessary to assess the damage. Instructions for loss minimisation are to be observed. Proof is to be furnished that the work has been performed in order to be able to check whether maintenance work, inspections and servicing of the vehicle as specified or recommended by the manufacturer has been performed professionally. If such proof is not furnished, evidence is to be provided as to the fact that there is no causal relationship between the damage and the omitted repair work.

5. Legal venue, applicable law

This insurance contract is governed by German law and this particularly applies to the provisions of VVG (German Insurance Contract Act). The legal venue is the registered office of the insured (OBD Tuning GmbH).

6. Business dealings

All business dealings in connection with this contract are handled through

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