

## A: AC Schnitzer Warranty Conditions BMW

### §1 Scope of Warranty

The warranty covers the parts listed below from the assemblies also listed below:

<b>Engine:</b>	Cylinder block, camshaft, tappets, valve rocker, timing gear, intake manifold, exhaust manifold, cylinder head, cylinder head gasket, pistons, rings, con-rods, valves, valve guides, carburettor, crankshaft, crank case, oil cooler, sump, oil pressure switch, oil pump, air flow meter, air mass meter, sensors, bearings, fuel preparation system.
<b>Turbo:</b>	Turbo, G-charger, compressor, intercooler.
<b>Exhaust system</b>	Diesel particle filter
<b>Manual transmission:</b>	All associated parts including pinions, selector forks, slide collar, drive shaft, main shaft. Excluding: casing.
<b>Automatic transmission:</b>	All associated parts including shafts, planet gears, shims, bands, valves, oil pump, regulator, safety valves.
<b>Power transmission shafts:</b>	All parts listed under "Manual and Automatic Transmissions" including prop shafts, axle drive shafts, electronic control modules.
<b>Axle:</b>	All associated lubricated parts including differential and pinion.
<b>4 x 4:</b>	Transfer box, viscous coupling, limited slip differential.
<b>Brakes:</b>	Servo pump, brake force amplifier, master cylinder, vacuum pump, wheel brake cylinders, brake force regulator, brake force limiter, ABS, ABS control module, ABS sensors.
<b>Suspension:</b>	Upper and lower control arms, axles and mountings, steering swivel pins and rings, suspension arm rings.
<b>Electrical system:</b>	Alternator, starter, wiper motor, sliding roof motor, door central locking motor, electric fan motor, engine control module, ignition coils, window lifter motors.

The warranty applies to all vehicles with a total weight of up to 3500 kg except:

- lease cars
- driving school vehicles
- emergency vehicles
- ambulances
- vehicles intended for professional mass transport
- police cars or other vehicles intended for particular uses such as fire appliances
- vehicles which participate in competitions, rallies or races of any type or qualifying for these or which undergo inspection runs
- vehicles used by the Army or Civil Defence Service
- vehicles with a new value (list price) over € 150,000.00

### §2 Content of Warranty, Exclusions

1. If one of the warranted parts loses its function directly within the agreed warranty period and as a result a repair is required, the policy holder has a claim to reimbursement of costs for the repair of the damage covered to the extent specified in these conditions.
2. One condition for the existence of the warranty is the proper return of the duly completed Installation/Warranty Certificate including attachments to AC SCHNITZER ("the Warrantor"). The warranty lapses on changes to or work on the components supplied by the Warrantor.
3. The warranty does not cover all cases of damage, breakdown or defects in the vehicle which, irrespective of co-operative causes, are attributable to:
  - a) external factors, in particular accidents or other elementary events of all types (including excessive cold or heat, flooding, hail etc.);
  - b) normal wear;
  - c) incorrect installation;
  - d) overload of the engine (this does not include permanent use of the engine in the upper operating range of the vehicle concerned);
  - e) exceeding of the permitted axle or towing loads established by the vehicle manufacturer;
  - f) use of an item known to require repair unless the damage can be proven to have no causal relation with the need for repair or the item had been repaired at least provisionally at the time of damage;
  - g) an error by the vehicle user, e.g. failure to observe display instruments (temperature gauge, oil pressure gauge, check lamps, boost gauge);
  - h) failure to observe the specified tyre dimensions and diameters etc. (on 4 x 4 vehicles);
  - i) use of unsuitable fuel;
  - j) failure to fit an additional oil cooler when towing, where this measure is stipulated by the vehicle manufacturer for towing (applies to damage to automatic transmissions);
  - k) cracking of a hose or gasket in the oil or cooling system (engine damage);
  - l) failure to observe instructions in the Operating Instructions of the vehicle manufacturer or Warrantor;
  - m) failure to provide all information necessary to establish the damage or failure to follow instructions to minimise the damage;
  - n) failure to perform the maintenance or service work prescribed or recommended by the vehicle manufacturer on the vehicle in a contract workshop accredited by the manufacturer (the service book is decisive);
  - o) failure to observe the service intervals prescribed by the Warrantor for the component;
  - p) intervention on the odometer to influence the warranty or failure to report a defect and exchange, stating the relevant kilometre reading;
  - q) malicious or negligent behaviour and failure to apply the general duty of care (failure to check oil levels etc.);
  - r) theft of the vehicle or vandalism to the vehicle (including consequential damage);
  - s) Performance of repair without written consent from the guarantor.
4. Irrespective of co-operative causes, no warranty is given for damage:
  - a) for which a third party is or should be liable as manufacturer or supplier, or due to a repair order or other warranty undertaking;
  - b) which was caused by further change to the original design of the vehicle or further fitting of non-standard or accessory parts not approved by the manufacturer. Exceptions to this rule are changes made by the Warrantor.
5. This warranty becomes invalid if false information of any type is given deliberately.

### **§3 Start and Duration of Warranty**

The warranty begins on signature of the warranty contract. The warranty ends at the time when the vehicle reaches a kilometre reading of 100,000 km but at the latest two years from first registration of the vehicle.

### **§4 Warranty Service**

1. The warranty service consists of a reimbursement of the costs necessary and actually incurred for repair, including all necessary parts. The Warrantor bears warranty costs up to € 10,000.00 per claim including all costs.
2. As well as the costs of the repair, hire car costs for max. 10 days at a maximum daily rate of € 97.00 will be reimbursed. At most the same vehicle class may be charged.
3. Costs of towing the vehicle to an official franchised dealer of the vehicle marque up to max. € 250.00 are reimbursed.
4. The Warrantor bears the repair costs and where applicable the costs of the parts and labour according to the manufacturer's standard times and part prices applicable in Germany. The manufacturer's standard times are decisive for the remuneration of labour costs. The hourly rates and parts prices may be charged at most at the warranty rate normally reimbursed by BMW AG as.
5. The Warrantor reserves the right to use or provide exchange parts or equivalent parts where available.
6. Payment under the warranty is made only on the basis of the original invoice from the repairing workshop.
7. The warranty does not cover...
  - a) costs for test, measurement and set-up work where not incurred in connection with damage covered by the warranty
  - b) remuneration for consequential damage
  - c) costs of air freight
8. The warranty does not give rise to claims for subsequent performance or reduction of the purchase price.

### **§5 Performance of Warranty Service and Procedures**

1. After finding damage covered by the warranty, the policy holder shall proceed as follows:
  - a) the damage covered must be reported to the warrantor immediately in writing, in all cases accompanied by the following documents:
    - detailed description of damage
    - complete service record (for copy, see "2") in the case of damage to engine or transmission, with invoice from the last oil change
    - vehicle certificate (copy)
    - cost estimate
    - photo documentation of VIN number, vehicle registration and damaged component in installed state
  - b) repair of damage under the warranty may be performed only after written consent by the Warrantor; performance of the repair must be proven with plausible photo documentation of the damaged parts with reference to the damage vehicle;
  - c) the repair must be performed by the warrantor or an authorized BMW AG dealer or through one of his sales partners;
  - d) if the repair is not performed by the warrantor, the repair invoice issued must show separately the work performed, the parts prices and labour costs with standard times; the repair invoice must be submitted to the warrantor within one month;
  - e) the work performed must be charged in the same manner as work performed on behalf Land Rover as manufacturer;
2. The policy holder must prove that the maintenance or service work prescribed or recommended by the vehicle manufacturer on the motor vehicle has been performed in a workshop accredited by the manufacturer. The service book is decisive. This must have been completed by an authorised workshop.
3. If the policy holder infringes any of the above obligations, the Warrantor is released from his obligation to provide the service.

### **§6 Transferability of Warranty**

If the vehicle is sold during the warranty period, the warranty transfers to the new owner. The name and address of the new owner must however be reported to the Warrantor.

### **§7 Limitations**

All claims from a warranty incident lapse six months after the damage has been reported to the Warrantor or repair workshop but at the latest six months from expiry of the warranty.

### **§8 Other Conditions**

1. Secondary agreements, changes or additions to these conditions must be made in writing and expressly marked as such.
2. For all claims arising from this contract, the law of the Federal Republic of Germany alone applies with the exclusion of the UN Purchase Law.
3. If the policy holder is a businessman who in concluding the legal transaction is exercising his professional or independent commercial activity, a legal entity under public law or a special fund under the public law, the competent court for disputes arising in connection with these warranty conditions is Aachen
4. If any individual clause of these conditions is invalid or void, the validity of the other clauses is not affected. The same applies in the case of an omission in clauses. Instead of the invalid clause or to fill the omission, the parties shall reach an agreement which in a legally permitted manner comes as close as possible to the economic purpose of the clause to be replaced.

## **B: AC Schnitzer Warranty Contract**

This contract comes into effect only when all information below has been returned to the Warrantor. The AC Schnitzer Warranty Conditions (Issue September 2008) apply.

At the same time, the dealer certifies the proper installation of the AC Schnitzer performance upgrade in accordance with the AC Schnitzer Fitting Instructions. **Please send this contract and a copy of the installation invoice and vehicle document to the following fax number immediately after installation:**

# 0049 (0) 241 / 5688 135

The conversion requires registration under §21 StVZO, otherwise the vehicle permit for use lapses. The warranty also lapses on modifications to or intervention in the component supplied by AC Schnitzer.

The customer is informed that the service intervals specified in the BMW Service Book, and the service intervals specified on the AC Schnitzer component, must be observed. The General Terms and Conditions of AC Schnitzer automobile Technik, Neuenhofstraße 160, 52078 Aachen, also apply.

AC Schnitzer Component   
AC Schnitzer Part Number

### **Vehicle**

Manufacturer  Model   
Capacity  KM reading   
  
VIN No.   
Registration   
First registered

Vehicle with  automatic transmission  manual transmission

## **NOTE: Important Information for the Customer**

The following measures must be performed and observed in order to maintain the warranty:

- This form must be returned by the customer duly completed, immediately, within 10 days. Failure to return the form invalidates the warranty, and hence any damage in event of a claim is charged to the customer.
- **In the event of a claim, no intervention is reimbursed or performed without the written consent of AC Schnitzer.**
- Observation of the service intervals specified in the BMW Service Book.
- Observation of the service intervals specified for the AC Schnitzer component.

The following documents are required for a warranty claim:

- Copy of vehicle document
- Copy of BMW Service Book
- Copy of AC Schnitzer Service Book for component (where supplied)
- Photo of damaged components in the case of mechanical damage (for all claims)

Place, Date

Dealer Stamp/Signature

Signature of Vehicle Keeper

## A: AC Schnitzer Warranty Conditions BMW

### §1 Scope of Warranty

The warranty covers the parts listed below from the assemblies also listed below:

<b>Engine:</b>	Cylinder block, camshaft, tappets, valve rocker, timing gear, intake manifold, exhaust manifold, cylinder head, cylinder head gasket, pistons, rings, con-rods, valves, valve guides, carburettor, crankshaft, crank case, oil cooler, sump, oil pressure switch, oil pump, air flow meter, air mass meter, sensors, bearings.
<b>Turbo:</b>	Turbo, G-charger, compressor, intercooler.
<b>Manual (SMG) transmission:</b>	All associated parts including pinions, selector forks, slide collar, drive shaft, main shaft. Excluding: casing.
<b>Automatic transmission:</b>	All associated parts including shafts, planet gears, shims, bands, valves, oil pump, regulator, safety valves.
<b>Power transmission shafts:</b>	All parts listed under "Manual and Automatic Transmissions" including prop shafts, axle drive shafts, electronic control modules.
<b>Axle:</b>	All associated lubricated parts including differential and pinion.
<b>4 x 4:</b>	Transfer box, viscous coupling, limited slip differential.
<b>Brakes:</b>	Servo pump, brake force amplifier, master cylinder, vacuum pump, wheel brake cylinders, brake force regulator, brake force limiter, ABS, ABS control module, ABS sensors.
<b>Suspension:</b>	Upper and lower control arms, axles and mountings, steering swivel pins and rings, suspension arm rings.
<b>Electrical system:</b>	Alternator, starter, wiper motor, sliding roof motor, door central locking motor, electric fan motor, engine control module, ignition coils, window lifter motors.

The warranty applies to all vehicles with a total weight of up to 3500 kg except:

- Driving school vehicles, lease cars, vehicles intended for professional mass transport, ambulances, emergency vehicles, police cars or other vehicles intended for particular uses such as fire appliances, vehicles which participate in competitions, rallies or races of any type or qualifying for these or which undergo inspection runs, vehicles used by the Army or Civil Defence Service, vehicles with a new value (list price) over € 150,000.00.

### §2 Content of Warranty, Exclusions

1. If one of the warranted parts loses its function directly within the agreed warranty period and as a result a repair is required, the policy holder has a claim to reimbursement of costs for the repair of the damage covered to the extent specified in these conditions.
2. One condition for the existence of the warranty is the proper return of the duly completed Installation/Warranty Certificate including attachments to AC SCHNITZER ("the Warrantor"). The warranty lapses on changes to or work on the components supplied by the Warrantor.
3. The warranty does not cover all cases of damage, breakdown or defects in the vehicle which, irrespective of co-operative causes, are attributable to:
  - a) external factors, in particular accidents or other elementary events of all types (including excessive cold or heat, flooding, hail etc.);
  - b) normal wear;
  - c) incorrect installation;
  - d) overload of the engine (this does not include permanent use of the engine in the upper operating range of the vehicle concerned);
  - e) exceeding of the permitted axle or towing loads established by the vehicle manufacturer;
  - f) use of an item known to require repair unless the damage can be proven to have no causal relation with the need for repair or the item had been repaired at least provisionally at the time of damage;
  - g) an error by the vehicle user, e.g. failure to observe display instruments (temperature gauge, oil pressure gauge, check lamps, boost gauge);
  - h) failure to observe the specified tyre dimensions and diameters etc. (on 4 x 4 vehicles);
  - i) use of unsuitable fuel;
  - j) failure to fit an additional oil cooler when towing, where this measure is stipulated by the vehicle manufacturer for towing (applies to damage to automatic transmissions);
  - k) cracking of a hose or gasket in the oil or cooling system (engine damage);
  - l) failure to observe instructions in the Operating Instructions of the vehicle manufacturer or Warrantor;
  - m) failure to provide all information necessary to establish the damage or failure to follow instructions to minimise the damage;
  - n) failure to perform the maintenance or service work prescribed or recommended by the vehicle manufacturer on the vehicle in a contract workshop accredited by the manufacturer (the service book is decisive);
  - o) failure to observe the service intervals prescribed by the Warrantor for the component;
  - p) intervention on the odometer to influence the warranty or failure to report a defect and exchange, stating the relevant kilometre reading;
  - q) malicious or negligent behaviour and failure to apply the general duty of care (failure to check oil levels etc.);
  - r) theft of the vehicle or vandalism to the vehicle (including consequential damage);
  - s) Performance of repair without written consent from the guarantor.
4. Irrespective of co-operative causes, no warranty is given for damage:
  - a) for which a third party is or should be liable as manufacturer or supplier, or due to a repair order or other warranty undertaking;
  - b) which was caused by further change to the original design of the vehicle or further fitting of non-standard or accessory parts not approved by the manufacturer. Exceptions to this rule are changes made by the Warrantor.
5. This warranty becomes invalid if false information of any type is given deliberately.

## **§3 Start and Duration of Warranty**

The warranty begins on signature of the warranty contract. The warranty ends at the time when the vehicle reaches a kilometre reading of 60,000 km but at the latest two years from first registration of the vehicle.

## **§4 Warranty Service**

1. The warranty service consists of a reimbursement of the costs necessary and actually incurred for repair, including all necessary parts. The Warrantor bears warranty costs up to €10,000.00 per claim including all costs.
2. As well as the costs of the repair, hire car costs for max. 10 days at a maximum daily rate of € 97.00 will be reimbursed. At most the same vehicle class may be charged.
3. For recovery to an official franchised dealer for the vehicle marque, recovery costs are covered up to max. € 250.00.
4. The Warrantor bears the repair costs and where applicable the costs of the parts and labour according to the manufacturer's standard times and part prices applicable in Germany. The manufacturer's standard times are decisive for the remuneration of labour costs. The hourly rates and parts prices may be charged at most at the warranty rate normally reimbursed by BMW AG as manufacturer.
5. The Warrantor reserves the right to use or provide exchange parts or equivalent parts where available.
6. Payment under the warranty is made only on the basis of the original invoice from the repairing workshop.
7. The warranty does not cover
  - a) costs for test, measurement and set-up work where not incurred in connection with damage covered by the warranty;
  - b) remuneration for consequential damage;
  - c) costs of air freight.
8. The warranty does not give rise to claims for subsequent performance or reduction of the purchase price.

## **9. §5 Performance of Warranty Service and Procedures**

1. After finding damage covered by the warranty, the policy holder shall proceed as follows:
  - a) the damage covered must be reported to the warrantor immediately in writing, in all cases accompanied by the following documents:
    - detailed description of damage
    - complete service record (for copy, see "2") in the case of damage to engine or transmission, with invoice from the last oil change
    - vehicle certificate (copy)
    - cost estimate
    - photo documentation of VIN number, vehicle registration and damaged component in installed state
  - b) repair of damage under the warranty may be performed only after written consent by the Warrantor; performance of the repair must be proven with plausible photo documentation of the damaged parts with reference to the damage vehicle
  - c) the repair must be performed by the warrantor or an authorised BMW AG dealer or through one of his sales partners.
  - d) if the repair is not performed by the warrantor, the repair invoice issued must show separately the work performed, the parts prices and labour costs with standard times; the repair invoice must be submitted to the warrantor within one month.
  - e) the work performed must be charged in the same manner as work performed on behalf BMW AG as manufacturer.
2. The policy holder must prove that the maintenance or service work prescribed or recommended by the vehicle manufacturer on the motor vehicle has been performed in a workshop accredited by the manufacturer. The service book is decisive. This must have been completed by an authorised workshop.
3. If the policy holder infringes any of the above obligations, the Warrantor is released from his obligation to provide the service.

## **§6 Transferability of Warranty**

If the vehicle is sold during the warranty period, the warranty transfers to the new owner. The name and address of the new owner must however be reported to the Warrantor.

## **§7 Limitations**

All claims from a warranty incident lapse six months after the damage has been reported to the Warrantor or repair workshop but at the latest six months from expiry of the warranty.

## **§8 Other Conditions**

1. Secondary agreements, changes or additions to these conditions must be made in writing and expressly marked as such.
2. For all claims arising from this contract, the law of the Federal Republic of Germany alone applies with the exclusion of the UN Purchase Law.
3. If the policy holder is a businessman who in concluding the legal transaction is exercising his professional or independent commercial activity, a legal entity under public law or a special fund under the public law, the competent court for disputes arising in connection with these warranty conditions is Aachen.
4. If any individual clause of these conditions is invalid or void, the validity of the other clauses is not affected. The same applies in the case of an omission in clauses. Instead of the invalid clause or to fill the omission, the parties shall reach an agreement which in a legally permitted manner comes as close as possible to the economic purpose of the clause to be replaced.

## **B: AC Schnitzer Warranty Contract**

This contract takes effect only when all data below are returned to the Warrantor. The AC Schnitzer Warranty Conditions (issue July 2007) apply.

The dealer simultaneously confirms the proper installation of the AC Schnitzer performance upgrade in accordance with the AC Schnitzer Fitting Instructions. **Please return this contract with a copy of the installation invoice and vehicle documents to the following fax number immediately after installation:**

**0049 (0) 241 / 5688 135**

This conversion must be recorded under §21 StVZO else the vehicle operating permit lapses. The warranty also lapses if any change or intervention is made to the component fitted by AC Schnitzer.

The customer is informed that the service intervals specified in the BMW Service Book and the service intervals specified for the AC Schnitzer component must be observed. Otherwise the General Terms and Conditions of AC Schnitzer automobile Technik, Neuenhofstraße 160, 52078 Aachen, apply.

AC Schnitzer item	
AC Schnitzer part number	

### **Vehicle**

Manufacturer		Model	
Capacity		Km reading	
Chassis No.			
Registration			
First registered			

Vehicle with  Automatic  Manual transmission

## **NOTE: Important Information for the Customer**

The following measures must be performed and observed to maintain the warranty:

- After conversion, the customer must immediately complete and return this form within 10 days. If the form is not returned, all warranty claims lapse and any damage will be charged to the customer.
- **In the event of damage, no intervention may be made or remunerated without the prior written consent of AC Schnitzer.**
- The service intervals specified in the BMW Service Book must be observed.
- The service intervals prescribed for the AC Schnitzer component must be observed.

The following documents are required in the event of a warranty claim:

- Copy of vehicle log book
- Copy of BMW Service Book
- Copy of AC Schnitzer Service Book for component (where included in scope of supply)
- Photo of damaged component in the case of mechanical defect (In all warranty cases)

Place                      Date                      Dealer Stamp / signature                      Signature of vehicle keeper

## A: AC Schnitzer Warranty Conditions for 1 Year Extended Warranty

### §1 Scope of Warranty

The warranty covers the parts listed below from the assemblies also listed below:

<b>Engine:</b>	Cylinder block, camshaft, tappets, valve rocker, timing gear, intake manifold, exhaust manifold, cylinder head, cylinder head gasket, pistons, rings, con-rods, valves, valve guides, carburettor, crankshaft, crank case, oil cooler, sump, oil pressure switch, oil pump, air flow meter, air mass meter, sensors, bearings, fuel preparation system.
<b>Turbo:</b>	Turbo, G-charger, compressor, intercooler.
<b>Manual transmission:</b>	All associated parts including pinions, selector forks, slide collar, drive shaft, main shaft. Excluding: casing.
<b>Automatic transmission:</b>	All associated parts including shafts, planet gears, shims, bands, valves, oil pump, regulator, safety valves.
<b>Power transmission shafts:</b>	All parts listed under "Manual and Automatic Transmissions" including prop shafts, axle drive shafts, electronic control modules.
<b>Axle:</b>	All associated lubricated parts including differential and pinion.
<b>4 x 4:</b>	Transfer box, viscous coupling, limited slip differential.
<b>Brakes:</b>	Servo pump, brake force amplifier, brake master cylinder, vacuum pump, wheel brake cylinder, brake force regulator, brake force limiter, ABS, ABS control unit, ABS sensors.
<b>Suspension:</b>	Upper and lower control arms, axles and suspension, king pins and steering knuckle rings, suspension arm rings.
<b>Electrical system:</b>	Alternator, starter, wiper motor, sliding roof motor, central locking motor for doors, electric fan motor, engine control unit, ignition coil, window lifter motor.

The warranty applies to all vehicles with a total weight of up to 3500 kg except:

- lease cars
- driving school vehicles
- emergency vehicles
- ambulances
- vehicles intended for professional mass transport
- police cars or other vehicles intended for particular uses such as fire appliances
- vehicles which participate in competitions, rallies or races of any type or qualifying for these or which undergo inspection runs
- vehicles used by the Army or Civil Defence Service
- vehicles with a new value (list price) over € 150,000.00

### §2 Content of Warranty, Exclusions

1. If one of the warranted parts loses its function directly within the agreed warranty period and as a result a repair is required, the policy holder has a claim to reimbursement of costs for the repair of the damage covered to the extent specified in these conditions.
2. One condition for the existence of the warranty is the proper return of the completed Warranty Contract to AC SCHNITZER ("the Warrantor"). The warranty lapses on changes to or work on the components supplied by the Warrantor.
3. The warranty does not cover all cases of damage, breakdown or defects in the vehicle which, irrespective of co-operative causes, are attributable to:
  - a) external factors, in particular accidents or other elementary events of all types (including excessive cold or heat, flooding, hail etc.);
  - b) normal wear;
  - c) incorrect installation;
  - d) overload of the engine (this does not include permanent use of the engine in the upper operating range of the vehicle concerned);
  - e) exceeding of the permitted axle or trailer loads established by the vehicle manufacturer;
  - f) use of an item known to require repair unless the damage can be proven to have no causal relation with the need for repair or the item had been repaired at least provisionally at the time of damage;
  - g) an error by the vehicle user, e.g. failure to observe display instruments (temperature gauge, oil pressure gauge, check lamps, boost gauge);
  - h) failure to observe the specified tyre dimensions and diameters etc. (on 4 x 4 vehicles);
  - i) use of unsuitable fuel;
  - j) failure to fit an additional oil cooler when towing, where this measure is stipulated by the vehicle manufacturer for towing (applies to damage to automatic transmissions);
  - k) cracking of a hose or gasket in the oil or cooling system (engine damage);
  - l) failure to observe instructions in the Operating Instructions of the vehicle manufacturer or Warrantor;
  - m) failure to provide all information necessary to establish the damage or failure to follow instructions to minimise the damage;
  - n) failure to perform the maintenance or service work prescribed or recommended by the vehicle manufacturer on the vehicle in a contract workshop accredited by the manufacturer (the service book is decisive);
  - o) failure to observe the service intervals prescribed by the Warrantor for the component;
  - p) intervention on the odometer to influence the warranty or failure to report a defect and exchange, stating the relevant kilometre reading;
  - q) malicious or negligent behaviour and failure to apply the general duty of care (failure to check oil levels etc.);
  - r) theft of the vehicle or vandalism to the vehicle (including consequential damage);
  - s) performance of a repair without the written consent of the Warrantor.
4. Irrespective of co-operative causes, **no warranty** is given for damage,
  - a) for which a third party is or should be liable as manufacturer or supplier, or due to a repair order or other warranty undertaking.
  - b) which was caused by further change to the original design of the vehicle or further fitting of non-standard or accessory parts not approved by the manufacturer. Exceptions to this rule are changes made by the Warrantor.
  - c) on the **diesel particle filter**.
5. This warranty becomes invalid if false information of any type is given deliberately.

## **§3 Start and Duration of Warranty**

The warranty begins 2 years after first registration, on signature and return of the warranty contract to the Warrantor. The warranty ends at the time when the vehicle reaches a kilometre reading of 100,000 km but at the latest three years from first registration of the vehicle.

An extended warranty may be concluded only within the two year period; after expiry of the 2 years, no further warranty may be concluded.

## **§4 Warranty Service**

1. The warranty service consists of a reimbursement of the costs necessary and actually incurred for repair, including all necessary parts. The Warrantor bears warranty costs up to € 2,580.00 (€ 6,450.00 for engine damage) per claim including all costs.
2. In addition to the repair costs, hire car costs are covered for up to 10 days at a daily rate of € 97.00. The hire vehicle must be of the same or lower vehicle class.
3. Costs of towing the vehicle to an official franchised dealer of the vehicle marque up to max. € 250.00 are reimbursed.
4. The Warrantor bears the repair costs and where applicable the costs of the parts and labour according to the manufacturer's standard times and parts prices applicable in Germany. The standard times of BMW AG as manufacturer are decisive for the remuneration of labour costs. Labour rates and parts prices may be remunerated up to maximum the level of the warranty work rate applied by BMW AG as manufacturer.
5. The Warrantor reserves the right to use or supply exchange parts or equivalent parts where available.
6. Payment under the warranty is made only on the basis of the original invoice from the repairing workshop.
7. The warranty does not cover...
  - a) costs for test, measurement and set-up work where not incurred in connection with damage covered by the warranty
  - b) remuneration for consequential damage
  - c) costs of air freight
8. The warranty does not give rise to claims for subsequent performance or reduction of the purchase price.

## **§5 Performance of Warranty Service and Procedures**

1. After finding damage covered by the warranty, the policy holder shall proceed as follows:
  - a) the damage covered must be reported to the Warrantor in writing immediately, in all cases submitting the following documents:
    - detailed description of damage
    - complete service book (copy, see "2") for damage to the engine or gearbox, plus invoice for last oil change
    - estimate for repair costs
    - photographic documentation of the VIN number and registration number of the vehicle and the damaged component in fitted state;
  - b) repair of damage under the warranty may be performed only after approval by the Warrantor
  - c) performance of the repair must be proven with plausible photographic documentation of the defective parts with reference to the damaged vehicle;
  - d) the repair must be performed by the Warrantor or one of his sales partners;
  - e) if the repair is not performed by the Warrantor, the repair invoice issued must show in detail the work performed, the parts prices and labour costs with standard times; the repair invoice must be submitted to the Warrantor within one month;
  - f) the work performed must be charged in the same manner as that performed for BMW AG as manufacturer.
2. The policy holder must prove that the maintenance or service work prescribed or recommended by the vehicle manufacturer on the motor vehicle has been performed on the vehicle in a workshop accredited by the manufacturer. The service book is decisive. This must have been completed by an authorised workshop.
3. If the policy holder infringes any of the above obligations, the Warrantor is released from his obligation to provide the service.

## **§6 Transferability of Warranty**

If the vehicle is sold during the warranty period, the warranty transfers to the new owner. The name and address of the new owner must however be reported to the Warrantor.

## **§7 Limitations**

All claims from a warranty incident lapse six months after the damage has been reported to the Warrantor or repair workshop but at the latest six months from expiry of the warranty.

## **§8 Other Conditions**

1. Secondary agreements, changes or additions to these conditions must be made in writing and expressly marked as such.
2. For all claims arising from this contract, the law of the Federal Republic of Germany alone applies with the exclusion of the UN Purchase Law.
3. If the policy holder is a businessman who in concluding the legal transaction is exercising his professional or independent commercial activity, a legal entity under public law or a special fund under the public law, the competent court for disputes arising in connection with these warranty conditions is Aachen.
4. If any individual clause of these conditions is invalid or void, the validity of the other clauses is not affected. The same applies in the case of an omission in clauses. Instead of the invalid clause or to fill the omission, the parties shall reach an agreement which in a legally permitted manner comes as close as possible to the economic purpose of the clause to be replaced.

## **B: AC Schnitzer Warranty Contract for 1 Year Extended Warranty**

This contract comes into effect only when all information below has been returned to the Warrantor. The AC Schnitzer Warranty Conditions (Issue September 2008) apply.

At the same time, the dealer certifies the proper installation of the AC Schnitzer performance upgrade in accordance with the AC Schnitzer Fitting Instructions. **Please send this contract and a copy of the installation invoice and vehicle document to the following fax number immediately after installation:**

### 0049 (0) 241 / 5688 135

The conversion requires registration under §21 StVZO, otherwise the vehicle permit for use lapses. The warranty also lapses on modifications to or intervention in the component supplied by AC Schnitzer.

The customer is informed that the service intervals specified in the BMW Service Book, and the service intervals specified on the AC Schnitzer component, must be observed. The General Terms and Conditions of AC Schnitzer automobile Technik, Neuenhofstraße 160, 52078 Aachen, also apply.

AC Schnitzer Component

AC Schnitzer Part Number

### Vehicle

Manufacturer

Model

Capacity

KM reading

VIN No.

Registration

First registered

Vehicle with  automatic transmission  manual transmission

### **NOTE: Important Information for the Customer**

The following measures must be performed and observed in order to maintain the warranty:

- This form must be returned by the customer duly completed, immediately, within 10 days. Failure to return the form invalidates the warranty, and hence any damage in event of a claim is charged to the customer.
- **In the event of a claim, no intervention is reimbursed or performed without the written consent of AC Schnitzer.**
- Observation of the service intervals specified in the BMW Service Book.
- Observation of the service intervals specified for the AC Schnitzer component.

The following documents are required for a warranty claim:

- Copy of vehicle document
- Copy of BMW Service Book
- Copy of AC Schnitzer Service Book for component (where supplied)
- Photo of damaged components in the case of mechanical damage (for all claims)

Place, Date

Dealer Stamp/Signature

Signature of Vehicle Keeper