

Warranty and Defect Claims Policy

Voluntary Warranty and Statutory Defect Claims - B2B

SPS Automotive GmbH

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SPS does not provide a general voluntary warranty for all products. A voluntary warranty is separate from statutory rights relating to defects.

1. Difference Between Voluntary Warranty and Statutory Defect Liability

1.1 Statutory rights relating to defects and a voluntary warranty are independent of each other.

1.2 SPS does not provide a general independent voluntary warranty for all products sold. Mandatory statutory rights relating to defects remain unaffected.

2. New Genuine/Original Parts

2.1 A voluntary warranty for new Genuine/Original parts may be considered only where such warranty is provided for the specific product by the manufacturer/supplier or is expressly confirmed in writing by SPS.

2.2 In particular, the part must have been demonstrably supplied by SPS as a new Genuine/Original part and must have been installed by a workshop or service provider authorized by the relevant vehicle, engine or component manufacturer.

2.3 All applicable installation, operating, maintenance and manufacturer instructions must have been complied with. The Customer must be able to provide an invoice or other suitable workshop evidence proving professional installation.

3. Scope and Duration of a Voluntary Warranty

3.1 The scope and duration of any voluntary warranty are governed by the manufacturer or supplier terms applicable to the specific product.

3.2 SPS does not provide any independent warranty exceeding those terms unless expressly agreed in writing.

3.3 Repair, replacement or other performance under a voluntary warranty does not extend the original warranty period unless the applicable manufacturer/supplier terms provide otherwise or mandatory law requires it.

4. Other Product Categories

SPS provides no voluntary warranty for OEM/OES products, aftermarket products, used parts, exchange/remanufactured products or other products not sold as Genuine/Original unless expressly agreed otherwise in writing. Mandatory statutory rights relating to defects remain unaffected.

5. Warranty Exclusions

A voluntary warranty is excluded in particular in the following cases:

- incorrect, improper or unauthorized installation;
- absence of evidence showing installation by an authorized workshop or service provider;
- incorrect vehicle or part matching resulting from inaccurate, incomplete or ambiguous information supplied by the Customer;
- improper use, overloading or use outside the intended application;
- failure to follow manufacturer, installation, operating or maintenance instructions;
- use of unsuitable operating fluids, lubricants, coolants or other liquids;
- normal wear and tear or wear parts unless expressly covered by the relevant manufacturer/supplier warranty;
- modification, opening, dismantling or repair by unauthorized third parties;

- accident, external influence, corrosion, improper storage or consequential damage caused by other defective vehicle components.

6. Claims Procedure

6.1 The Customer must notify SPS in writing without undue delay after discovering an alleged defect.

6.2 SPS may in particular require the following documents and information:

- SPS order and invoice number;
- SPS, OEM or original part number;
- serial number;
- VIN/chassis number;
- engine or transmission number;
- vehicle mileage or operating hours;
- detailed description of the fault;
- photographs and videos;
- diagnostic reports;
- installation invoice and evidence of the authorized workshop;
- maintenance and service records.

7. Handling of the Complained-About Part

7.1 The complained-about part must not be modified, opened, dismantled or repaired without SPS's prior approval if this could interfere with determining the cause of the alleged defect.

7.2 SPS may require the part to be sent to SPS, the supplier, the manufacturer or an appropriate technical service provider for inspection.

8. Technical Inspection

8.1 SPS may have the complained-about product inspected by SPS itself, the supplier, the manufacturer or an appropriate technical service provider.

8.2 Until the inspection has been completed, the warranty or defect claim is deemed not to have been accepted.

8.3 If no defect is found or if the cause demonstrably lies within the Customer's area of responsibility, reasonable inspection, transport and handling costs may be charged where the legal requirements for such reimbursement are met.

9. Accepted Voluntary Warranty Claim

9.1 Where a voluntary warranty claim is accepted, SPS may, in accordance with the underlying manufacturer/supplier warranty, arrange repair, provide replacement goods or issue an appropriate credit note.

9.2 The Customer has no right to demand a particular remedy unless the relevant warranty expressly provides for it or mandatory law requires it.

10. Labour, Removal/Installation and Consequential Costs

Unless expressly covered by the manufacturer/supplier warranty or mandatory statutory provisions, the voluntary warranty does not include removal and installation costs, workshop labour, diagnostic costs, towing costs, vehicle downtime, replacement vehicles, travel or accommodation expenses, loss of profit or other indirect or consequential loss.

11. Additional Terms

The General Terms and Conditions of Sale and Delivery and the Return and Cancellation Policy of SPS Automotive GmbH apply in addition. In the event of discrepancies between the German version and a translation, the German version shall prevail.