

UNI WHEELS® LEICHTMETALLRÄDER (GERMANY) GMBH

Guarantee Conditions

UNI WHEELS Leichtmetallräder (Germany) GmbH grants to all end customers a guarantee of 5 years from the date of purchase for light alloy wheels of the trademarks ATS, RIAL and ALUTEC with a production date as of 01.09.2008 and with the lacquerings sterling-silver, polar-silver, diamond-silver, metallic-silver, royal-silver, racing-black, diamond-black, racing-grey, graphite, graphite-matt, titanium, rallye-white, carbon-grey, metal-grey and dark-grey, excluding motorsport wheels as well as polished, full chrome, anodized and multisectional wheels.

Under the guarantee we are responsible for our products to be free from any defects at the time of delivery to the end customer. Defects occurring during the guarantee period will be remedied at our expense within reasonable time after notification of the defect, at our discretion either by replacement delivery or by repair. Should a remedy of the defect be impossible or require in our opinion unreasonable efforts, we may refund the purchase price at our choice. There are no further claims under this guarantee.

This guarantee does not apply to any kind of damage after delivery to the end customer, ordinary wear and tear, non-compliant treatment and usage, faulty assembly and any other deterioration of the wheels for other reasons than initial defect.

If the light alloy wheels have been assigned to a vehicle which is not approved by a General Operating License (ABE) or a parts certificate (TGA) or if the requirements and instructions according to the ABE or TGA have not been observed, the guarantee will be excluded.

The improper mounting of the light alloy wheels will also result in an exclusion of the guarantee. Please note before mounting: Before mounting the light alloy wheels, thoroughly clean the vehicle mounting points (hub, stud, contact surface) from rust and dirt. Moreover, check that no impurities on the vehicle's wheel contact surface (e.g. braking disc retaining screws, retaining rings, etc.) prevent the alloy wheel from abutting evenly. The use of friction reductants on the wheel contact surface is not permitted. The bolt circle holes shall not be damaged when sliding on the wheel. Only the fixtures defined by the German technical surveillance agency may be used for the car. The light alloy wheels must be fixed using a torque wrench. When using impact wrenches it is important to note that the bolts may be tightened up to 3/4 of the defined value; thereafter they must be tightened using a torque wrench. The wheel bolts must be retightened after the first 50 to 100 kilometers.

If the wheels have been painted by a third party (complete re-painting or new painting) the guarantee will elapse immediately.

Guarantee claims can only be made by presenting the original purchase receipt (sales slip, invoice).

Guarantee services do not cause an extension or restart of the guarantee period. Replaced parts will become our property.

This guarantee does not restrict any statutory warranty claims of the end customer but creates additional claims of the end customer against us as producer according to these guarantee conditions.

Maintenance instructions

To ensure that you will be able to enjoy your light alloy wheels for a long time, please observe the following maintenance instructions:

- The light alloy wheels should be cleaned at regular intervals, in particular road salt and brake abrasion should be removed regularly to avoid damages in paint. We recommend cleaning intervals of about 2 weeks.
- Do not use aggressive cleaning agents (e.g. cleaning agents containing bases/acids/alcohol) or acetone-based cleaning agents.
- Minor damages caused by split, stone chips or similar must be repaired immediately with clear lacquer. When not repaired immediately, corrosion starts to develop under the surface.

Non-observance of these maintenance instructions does not result in a loss of guarantee claims, but may cause damages to the light alloy wheels which are not covered by the guarantee according to the above guarantee conditions.

Conditions of Sale, Delivery and Payment

Our deliveries, services and offers in business transactions with entrepreneurs (B2B) are based exclusively on the following conditions. We repudiate any deviant general terms and conditions of the purchaser even if we do not expressly object them in the individual case.

1. Offer/Prices

Our offers are without obligation. All deliveries are ex stock according to our offer or order confirmation. Delivery is made at the prices valid on the day of the conclusion of the contract.

2. Delivery

All deliveries to a place other than our warehouse are effected at the cost and risk of the purchaser, even if delivery freight prepaid has been agreed. Partial deliveries or services can be refused by the purchaser only if the purchaser has a justified interest in the refusal. The recipient is obliged to check the shipment upon delivery by parcel service, forwarder, railway, express service and in the event of collection for its completeness in compliance with freight documents, delivery note, etc. Any deficits are to be noted on the freight documents and notified in written form to UNI WHEELS Leichtmetallräder (Germany) GmbH immediately. When the delivery quantity shown in the freight documents (number of cartons) is accepted as received completely with the recipient's signature, later deficit claims against UNI WHEELS Leichtmetallräder (Germany) GmbH or the forwarder are excluded. The purchaser assumes the mandatory registration for all packages which are sent to the end customer and accordingly marks the packaging materials with the respective waste management company's symbol. The purchaser unreservedly meets all costs incurred for this.

3. Delivery periods

Any term or date of delivery stated in our offer or order confirmation is without obligation unless it has been expressly agreed as binding. In the event of force majeure or any other circumstances beyond our control, we are released from our obligation of supply for the duration of such event. Agreed terms or dates of delivery refer to the provision of the goods at our warehouse or, if we agreed to undertake the shipment, to the handover of the goods to the carrier. Late acceptance and/or non-acceptance of goods by the purchaser for any reason beyond our responsibility, gives us the right to send the uncollected goods to the purchaser at purchaser's cost and risk or, at our discretion, to store the goods and invoice them as delivered, including all costs and ancillary expenses incurred.

4. Transportation damage

The recipient is obliged to inspect the shipment upon acceptance for apparent defects in the packaging. Where any external damage to the packaging carton is identified, the content is to be checked immediately. The recipient has to note any type of damage to the packaging or the content on the freight bill or the delivery note in any case. The note „acceptance subject to later inspection“ is not sufficient in the event of damage in line with transportation conditions. A notice of complaint regarding transportation damage must be accompanied by a copy of the freight bill/delivery note with a relevant note. Visible transportation damages have to be notified without undue delay upon delivery. After expiry of this period transportation damages cannot be notified anymore. The same applies to wheels that have already been fitted and/or used.

5. Returns

Any returns are to be notified in written form in advance by stating in detail the reason of complaint, before the goods are returned. We will initiate collection by parcel service or forwarder. With respect to returns that are sent to us without prior notice, we reserve the right to refuse acceptance. In addition, we only bear the costs that would have been incurred if we had initiated the return collection. When new goods are taken back by goodwill, we charge warehousing and handling costs of 20% of the net goods' value. Any freight costs incurred are charged to the party initiating the return except in case of legitimate claims for defects. We cannot take back any wheels that have been fitted and/or driven.

6. Complaints/returns

Notices of complaint regarding wheels with apparent fabrication defects can be made as long as the wheels have not yet been fitted or driven. The purchaser's warranty claims are statute-barred pursuant to the statutory provisions, except for any guarantee claims pursuant to the guarantee conditions. With respect to justified complaints, we reserve the right, at our discretion, to make a substitute delivery or to offer repair. If subsequent performance fails or is not performed within an adequate period of time, the purchaser can reduce the purchase price adequately or rescind the contract; a right to rescind is excluded in case of insignificant defects. A notice of complaint does not create the right of reduction or retention of outstanding invoice amounts. In the event that accessories, multipacks, bolts, etc. are missing in the return shipment/complaint, the original invoice value of the missing items will be deducted from the credit note. Our warranty is restricted to any defects existing at the delivery date. Any damages due to particular stress, such as at sport events or when fitted on a vehicle that is not released in the expert opinion/ABE (general operating license) or any subsequent changes, any warranty is forfeited. The statutory provisions according to sections 478, 379 German Civil Code remain unaffected.

7. Payment

Deliveries to purchasers not known to us are made against advance payment. The invoice amount is payable net following 14 days from the invoice date, unless other payment terms have been agreed explicitly. No discount is granted for an acceptance. Discounting charges are to be borne by the purchaser. If cheques, bills of exchange or other payments are not honored, all claims under the business relationship (including claims not yet due) become due and payable immediately. In these cases we only deliver against advance payment in the period thereafter. Bills of exchange and cheques are accepted only on account of performance. The acceptance does not constitute a deferral of the main claim. If several goods or services are purchased from UNI WHEELS Leichtmetallräder (Germany) GmbH and several purchase prices are to be paid, installments are always offset to the oldest due payment claim, regardless of any credit provision by the purchaser.

8. Reservation of title

We retain the title in the goods delivered by us until the full payment of the purchase price and fulfillment of all claims under the business relationship against the purchaser. If reserved goods are combined or mixed with goods that are not our property, we acquire the joint ownership in the new object in proportion of the invoice value of the reserved goods to the total value of the new object. The purchaser is entitled to sell and further process the reserved goods in the normal course of business. The purchaser herewith assigns to us now all claims, including ancillary rights, from the utilization of reserved goods. If reserved goods are processed, mixed or commingled with other objects that are not our property, the assignment only covers such portion of revenue which is equivalent to the portion of our joint ownership in the reserved goods. If the purchaser sells the claim in the context of real factoring, the purchaser shall assign the substitute claim against the factor to us. The purchaser is only entitled to collect the assigned claim in the normal course of business. Should the value of securities vested in us exceed our claims by more than 20% in total, we undertake to release the securities exceeding the relevant value at our option

at the request of the purchaser or a third party impaired due to excess security on our part. The purchaser stores the reserved goods at no cost to us and has to insure them against fire and theft, etc. to the usual extent. The purchaser assigns to us its reimbursement claims from damage of the aforementioned type in the amount of the invoice value. Pledging or assigning by way of security regarding the reserved goods or claims assigned is not permitted. We are to be notified immediately and comprehensively of any access to the reserved goods or claims assigned by indicating the pledgee. The purchaser shall bear the cost of any interventions. The authority of the purchaser to dispose of the reserved goods and to collect the assigned claims shall lapse in the event of default of payment and of a bill or cheque protest. In this case we are entitled to take possession of the reserved goods and to collect the claims assigned ourselves. In this connection the purchaser is obligated on our demand to announce the assignment to his customers and to provide us with all relevant information and documents necessary to enforce our rights. Any resulting costs shall be borne by the purchaser. The demand for return of the reserved goods shall be considered as a withdrawal from the contract. A significant deterioration of the purchaser's financial situation entitles us to rescind all current contracts.

9. Liability

Our liability for damages, for any reason whatsoever, in particular due to impossibility of performance, default, breach of ancillary contractual obligations (including consultancy and provision of information), culpa in contrahendo, tort – including claims which are related to warranty claims of the purchaser - are excluded, unless we or our vicarious agents are responsible for intent or gross negligence, or an injury to life, limb or health has occurred, or if the contract, in a particular case, provides for a stricter liability on our part, in particular due to the assumption of a guarantee or fraudulent concealment of a defect. This limitation of liability does not affect any claims based on the Product Liability Act, the breach of cardinal obligations or other essential contractual duties. In case of negligent violation of cardinal obligations our liability is limited to compensation for typical, foreseeable damages. Our liability for simple negligence is subject to a limitation period of one year after the claim arises with the exception of any liability for injury to life, limb or health which remains subject to the statutory limitation periods.

10. Data privacy

UNI WHEELS Leichtmetallräder (Germany) GmbH processes the personal data gathered for the purposes of order processing exclusively in accordance with valid legal requirements, in particular in accordance with the German federal privacy law. In addition, UNI WHEELS Leichtmetallräder (Germany) GmbH also uses the data for further customer services and for its own advertising purposes. Should a customer not want his or her data to be used for advertising purposes, he or she has the opportunity to object to this in writing (UNI WHEELS Leichtmetallräder (Germany) GmbH, Gustav-Kirchhoff-Str. 10, 67098 Bad Dürkheim, Germany).

11. Place of jurisdiction, applicable law

Exclusive jurisdiction for both parts is the domicile of our company as far as the purchaser is a merchant, a legal entity under public law or a public special fund or if the purchaser has no place of general jurisdiction in Germany. We are entitled to sue the contracting partner at our choice at his domicile. Applicable law is German law excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

12. Final provisions

The purchaser has a right of setoff only if its counter-claims are legally enforceable or have not been contradicted by us. The purchaser has a right of retention only if its claim is legally enforceable or has not been contradicted by us. Any changes in and supplements to these conditions must be made in writing. This shall also apply to a waiver of the written form requirement. If individual provisions of these conditions are or become invalid, the validity of the remaining provisions or the relevant contract shall not be affected.

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