

1. Subject of the guarantee and the parts subject to the guarantee:

1. The guarantee only applies to built-in parts if they are supplied by a main vehicle workshop
Renewal of the consumables and filters to be installed and refers to the in Used parts described in the purchase agreement and the scope of delivery

2. There is no reimbursement of material and labor costs for:

- a) Parts that are regularly replaced during maintenance and servicing work
- b) Wear parts: Wear parts include: brake pads, brake pads, brake shoes, Brake discs, brake drums, brake lines, release bearings, wiper blades, nozzles, arms and Profile rubbers, clutch pressure plate, clutch disc and adjustment work on the clutch, Brake maintenance, tie rods, tie rod ends, axle bearings, steering dampers, Suspension springs, wishbone bearings, wear parts of the suspension such as suspension shock absorbers, Suspension struts, stabilizers, suspension adjustment / measurement (but probably Level regulation). This exemplary list does not claim to be complete.
- c) all setting work and resetting without damaging parts
- d) Filters / seals of the fuel system, cleaning / adjustment of the fuel supply
- e) Starter batteries / maintenance / charging / replacement
- f) Checking the fluid level as well as the operating and auxiliary materials such as fuel, cooling and Antifreeze, hydraulic fluid, oils, greases and other lubricants, filters
- g) Cooling and heating water hoses, hydraulic lines, hoses and tanks
- h) Replacing the V-belt and the V-ribbed belt
- i) Exhaust manifold, all exhaust silencers with pipes and their brackets and suspensions
- j) Vehicle key, radio remote control / transmitter and receiver, remote control batteries, Light bulbs, lighting (also in the form of light-emitting diodes), horn, signal horn, vehicle wiring / Fiber optic technology
- k) Tires / wheels, rims made of steel and aluminum, hubcaps, balancing
- l) Adjustment work on the trunk, sliding and louvred roof, convertible top, vehicle doors, Bonnet, water ingress, squeaking and rattling noises
- m) Tightening screws and nuts on the entire vehicle, frame, body and Paneling parts, scratches, paint damage, complete paint surface, hinges, door straps, Convertible tops, convertible top windows, and glasses, vehicle windows (this committee does not apply if the electric rear window heating is defective and the antenna), luggage rack, Luggage compartment covers, seat frames
- n) Fire extinguisher, first aid kit, tool kit, warning triangle, accessories
- o) Test drives, functional tests
- p) Covers (leather / fabric), upholstery, insulation and floor mats, dashboard, headliner, Interior linings (also trunk / engine compartment), plastic, leather, wood, surface materials the interior, decorative stitching, entire interior
- q) Seals and sealing work of any kind (with the exception of cylinder head gaskets, Simmer rings on the differential, camshaft + crankshaft)

3. Guarantee content, exclusions:

1. If a guaranteed part immediately becomes functional within the agreed guarantee period, loses and if repair is required as a result, the guarantor has the right to withdraw the damage covered by the guarantee to the extent specified in these conditions, to have it repaired.

4. There is no guarantee for damage:

- a) random, d. H. an event that acts directly from the outside with mechanical force
- b) through intentional or malicious acts, theft, in particular theft, unauthorized persons_Use, robbery and embezzlement through the direct effects of storms, hail, lightning, Earthquake or flood, and fire or explosion
- c) through war events of any kind, civil war, unrest, strike, lockout, confiscation_or other sovereign intervention or by nuclear power

3. There is no guarantee for damage:

- a) by changing the original design of the vehicle (e.g. tuning) this is guaranteed Used parts or the installation of parts or accessories from third parties that are not through_the manufacturers are approved.
- b) through the use of a recognizable item in need of repair, unless the Damage is demonstrably not related to the need for repairs or the_Object at the time of the damage._The delivery company's approval was at least temporarily fixed
- c) those from participation in driving events with a racing character or from the associated practice drives arise.
- d) caused by the fact that the vehicle is exposed to higher axle or trailer loads_was as specified by the manufacturer, and thus the guaranteed used part was overloaded.
- e) caused by the use of unsuitable lubricants and operating fluids, insufficient oil or Overheating - if the damage listed under 3. a) - e) is due to negligence or intent Warranty violation.

4. In addition, there is no guarantee for damage:

- a) caused by the fact that the guaranteed used part is during the validity of the_Guarantee is._The maintenance or care work prescribed or recommended by the manufacturer has been carried out not carried out in a branch of the manufacturer or by the Mercedes-Benz service network.
- b) The damage was caused by the fact that it was not reported immediately and that was guaranteed The used part was made available for repair
- c) caused by the fact that the damage was caused by failure to follow the instructions of the Manufacturer in the operating instructions for the operation of the motor vehicle were created and the technically correct installation cannot be proven, e.g. B. with an installation invoice_from a car workshop. d) if the operating materials and filters are not used when installing the guaranteed used part_were exchanged.

5. Scope of Warranty:

The guarantee is valid in countries of the European Union and the European Free Trade Association (EFTA).

6. Start and duration of the guarantee:

1. The guarantee period is 24 months. It starts on the day that the used part_is covered by the guarantee.
2. Changes in ownership towards consumers do not affect the guarantee.

7. Scope of the guarantee, cost sharing by the guarantee holder:

1. In the event of a warranty claim, the warranty includes repairs in accordance with the technical Requirements of the guaranteed used parts, at the choice of the guarantor (= MB GTC GmbH)_also by replacing an equivalent part. If the repair cost is the cost of a equivalent part, replacement delivered with priority. Necessary removal and installation work_as well as necessary maintenance work, operating and auxiliary materials are not covered by the guarantee.
2. If an equivalent part is not available and the warrantor a free purchase agree in parts, upon presentation of the invoice, the maximum purchase price paid to the surety will be refunded. Material costs are calculated according to the following scale based on the mileage (from installation) reimburses the affected component on the day of the damage.
3. The reimbursable wage costs in the guarantee case are in any case 20% of the costs at Guarantee the purchased purchase price.
4. Replaced parts become the property of the guarantor.
5. The guarantee does not apply to:
 - a) the replacement of consequential damage, insofar as this is not the subject of the guarantee according to §1 or by the are section 5, points 2 and 3, go beyond the defined additional services.
 - b) Air freight costs.
6. If repairs and inspections that are under warranty, and other repairs to be carried out simultaneously, the duration of the repairs for which compensation is required is determined based on the manufacturer's working hours.
7. The scope of the warranty claim for repair is determined by the current value of the limited used part at the time of occurrence of the damage covered by the guarantee.
8. The guarantee does not justify any right of withdrawal (withdrawal from the purchase contract), price reduction (Reduction of the purchase price) and compensation instead of the service from the purchase contract.

8. Requirements for the granting of guarantee services:

1. After discovering a warranty damage, the warranty holder has this damage immediately and always contact the guarantor and before starting the repair, if necessary by telephone_give you the opportunity to give exam. If the warranty holder violates this Obligation, the determination of if the occurrence or the scope of theWarranty damage is difficult, the guarantor is released from the performance. The guarantor reserves the right to use the used part himself or the guarantor a declaration of cost assumption against a suitable one to be chosen by the guarantor Accept part Forward workshop operation.
2. The guarantee must provide the guarantor with the necessary information and the defective parts Make leave for a possible assessment.
3. The guarantee has:
 - a) In the event of damage, the purchase contract and, in the case of built-in parts, the proof of installation of the guaranteed Used part to be submitted by a car dealer stating the mileage.
 - b) Send a written damage report and, upon request, proof of it Maintenance work carried out in accordance with the manufacturer's instructions
 - c) to reduce the damage as much as possible.

9. Limitation:

All claims from a guarantee case expire 6 months after the guarantee period according to § 4 has expired.

10. Notice of material defect claims

Statutory rights, in particular claims to material defects and claims from the Product liability law also remain unaffected.

11. Place of jurisdiction and applicable law:

1. If the guarantor is a businessman, he is for all present and future claims from or in responsibility in connection with this contractual relationship is exclusively Ludwigsburg responsible. The surety is entitled to sue at the seat of the guarantee holder.

The same place of jurisdiction applies if the guarantor does not have a general place of jurisdiction in Germany. His place of residence or usual place of residence is or will be from Germany after the contract is concluded relocated. The place of residence or habitual abode is at the time the action is brought not known. In addition, if the surety has claims against the surety, his / her place of residence is Place of jurisdiction.

2. The law of the Federal Republic of Germany applies. The United Nations Convention of April 11, 1980 on contracts for the international sale of goods does not apply.