

# General Terms and Conditions

## CombiFuel Manufacturer Warranty

General terms and conditions for passenger cars and commercial vehicles up to 3.5 tons (GTC)



## CombiFuel manufacturer warranty

These Terms and Conditions "CombiFuel Manufacturer Warranty" define the relationship between CombiFuel Swiss AG, Leuholz 14, CH-8855 Wangen (hereinafter referred to as CombiFuel) and its customers when buying a CombiFuel system.

### Prerequisite for warranty

The CombiFuel manufacturer warranty applies to all CombiFuel systems manufactured by CombiFuel Swiss AG and sold through its dealer network in Europe.

#### 1. Content of the warranty

If a guaranteed part loses its functionality within the warranty period due to a warranty claim arising during the warranty period and if a repair becomes necessary as a result, the customer is entitled to repair or replacement to the extent provided for under these terms and conditions.

If, as a result of a loss of functionality or a fault in the CombiFuel system installed in the vehicle, the components of the vehicle fitted with the CombiFuel system and referred to in Article 3.2 are damaged, the customer is entitled to have these parts repaired or replaced. The warranty claim on the component must be demonstrably attributable to a malfunction of the CombiFuel system installed in the vehicle and to oil-lubricated moving parts.

#### 2. Exclusions

2.1. There is no coverage, without taking into account any contributory causes, for damage:

- a) caused by aging, normal wear and tear;
- b) caused by Pollution, excessive accumulation of sludge, clogged sieves, channels, filters;
- c) caused by accident, i.e. a sudden, external, mechanically violent event;
- d) caused by wilful or malicious acts, misappropriation, especially theft, unauthorized use, robbery and embezzlement, by the direct action of animals, storm, hail, lightning, earthquake, avalanche, rock falls or flood as well as by fire, explosion or acts of terrorism;
- e) caused by warfare of any kind, civil war, civil commotion, strike, lockout, seizure or other State intervention or by nuclear power;
- f) for which a third party – as manufacturer, supplier or seller (e.g. for manufacturing, production, design or organizational errors, spare part warranty, etc.) – has an obligation under contract, including a repair order (e.g. repair error during preparation for repairs) or other warranty agreement and/or policy, to remedy or normally provide compensation (including, for example, manufacturer's goodwill payments); in particular serial claims with or without recall by the manufacturer;
- g) as a result of incorrect installation;
- h) caused by rust, corrosion or infiltration of water;
- i) caused by the use of unsuitable fuels, lack of oil or overheating;
- j) by lack or absence of oil and coolant;
- k) caused when taking part in driving events of a competitive nature or practice sessions for such events;
- l) caused by the fact that the vehicle has been subjected to axle loads or trailer loads in excess of that laid down by the manufacturer;
- m) which are caused by the modification of the original design of the CombiFuel system or the installation of foreign or accessory parts that are not approved by CombiFuel Swiss AG;
- n) by the use of an item that is recognisably in need of repair, unless the warranty case is demonstrably unrelated to the need for repair;
- o) by serial damage, whereby it is irrelevant whether or not recall actions are involved;
- p) which have already occurred before the vehicle was converted;
- q) as a result of defects in uncovered parts such as seals/seal rings, V-belts, toothed belts, tension rollers, spark plugs, injection nozzles, injection, etc.
- r) as a result of overheating (stress cracks, scorching, melting);
- s) metal breakage, unless such breakage is due to wear and tear;
- t) bending;
- u) as a result of software changes or an adjustment of the gasoline/diesel control unit, if the CombiFuel system has not been equipped with the appropriate firmware;
- v) as a result of powertrain modifications, tuning (hardware and software form) and the installation of transmissions with a ratio different from that of the base vehicle.

2.2. Vehicles excluded from the warranty:

- a) Vehicles used for racing purposes, speed competitions and the like;
- b) vehicles used as rental or hire vehicles.

2.3. Coverage will only apply if

- a) the CombiFuel system is installed by specified/certified workshops/garages;
- b) when installed and in operation, the CombiFuel system complies with the applicable legal regulations and manufacturer's instructions;
- c) the technical installation and inspection guidelines for gas systems were applied;
- d) only components according to the approved CombiFuel UN ECE R 115 certified parts list have been installed;
- e) the installation has been demonstrably carried out in the corresponding certified retrofitting facility by an authorized/certified person who has participated in a gas system-specific training course for the LPC/CNG engine drive. This person must have successfully attended the GSP/GSE training and have the necessary, valid and personalized certificate;
- f) after sale, the maintenance and servicing work recommended by the manufacturer is carried out by the Seller or, with their approval, by an approved repair shop and original invoices can be produced;
- g) the manufacturer's instructions in the operating manual for installation and operation of the CombiFuel system have been observed;
- h) action carried out on, or other influences affecting the vehicle odometer, or a defect or replacement of the odometer is immediately notified;
- i) a vehicle defect or damage is notified before repairs are begun and at the latest within 5 calendar days;
- j) the claims handling conditions in Article 6 are complied with.

### 3. Covered parts

#### 3.1. Parts of the CombiFuel system

The warranty covers all components of the CombiFuel system.

#### 3.2. Components on the vehicle

The warranty covers the following vehicle components:

- a) Engine; gas-specific cylinder head damage, including erosion (loss of substance) on valve seat inserts; also covered is functional failure due to temperature influences on the friction surfaces of pistons, cylinder liners and intake and exhaust valves;
- b) Exhaust tract; gas-specific exhaust tract damage due to temperature influences on lambda sensors, NOx sensors, catalytic converters and exhaust filter systems;
- c) drive train; consequential damage to the drive train.

### 4. Geographical scope of coverage

The guarantee applies to the EU/EFTA area and Switzerland.

### 5. Extent of warranty

#### 5.1 Covered parts of the CombiFuel system

5.1.1 The warranty provides indemnification for repair of the covered parts by replacement or repair including labour costs based on the labour time values set by CombiFuel. If the repair costs exceed the value of a replacement unit, then coverage is limited to the value of that replacement unit including removal and installation costs.

5.1.2. Parts that are indemnifiable under the policy coverage are refunded on the basis of CombiFuel's recommended retail price.

5.1.3. The warranty does not apply for

- a) costs for testing and measurement work or adjustment work, insofar as this is not connected with an indemnifiable claim (if connected with an indemnifiable claim then up to a maximum of 2 hours);
- b) refunding direct or indirect consequential losses, as well as towing charges, parking fees, car rental costs, etc.;
- c) costs for servicing and maintenance work prescribed by the manufacturer.

5.1.4. If, at the same time as indemnifiable repairs are being carried out, other non-indemnifiable repair or servicing work is carried out, then the time spent on indemnifiable repairs is determined with reference to the labour time values set by the manufacturer.

5.1.5. The warranty does not bestow any right to withdrawal (from the purchase contract), reduction (in the purchase price) or damages for non-performance of the purchase contract.

#### 5.2 Covered parts on the vehicle

5.2.1 The warranty covers the repair costs up to a maximum of the agreed maximum compensation limit (in accordance with Art. 5.1.2) of guaranteed vehicle components (in accordance with Art. 3.2) at the time of the warranty claim (compensation for current value) by means of replacement or repair, including the labour costs due. If the repair costs exceed the value of a replacement unit, the warranty claim is limited to the value of such replacement unit including removal and installation costs. The following amortization table applies to determine the current value:

Mileage km	Reimbursement
up to 50'000	100%
up to 70'000	90%
up to 90'000	70%
up to 150'000	60%
from 150'000	50%

5.2.2 The maximum limit of indemnity in the case of a warranty claim is the daily value of the covered motor at the time of the occurrence of the warranty claim, in any case up to a maximum amount of € 20'000.

For the purposes of these conditions, the daily value of the covered motor is to be determined according to the following formula:

Current value of the covered engine = 20% of the current value of the vehicle in which the engine is installed.

5.2.3. The warranty does not apply for

- a) costs for testing and measurement work or adjustment work, insofar as this is not connected with an indemnifiable claim (if connected with an indemnifiable claim then up to a maximum of 2 hours);
- b) refunding direct or indirect consequential losses, as well as towing charges, parking fees, car rental costs, etc.;
- c) costs for servicing and maintenance work prescribed by the manufacturer;
- d) costs for operating liquid of any kind.

## 6. Claims handling

- 6.1 The entitled vehicle owner must report a warranty claim to the warranty administrator immediately, but at the latest within 5 calendar days via a certified seller and always before the start of repairs, and must make the vehicle in which the CombiFuel system affected by the warranty claim is installed available for repair. After authorization by the warranty administrator, the certified salesperson carries out the repair or designates a suitable, certified repair company. If this obligation is violated by the entitled vehicle owner through culpable conduct or if the determination of the occurrence and/or the scope of the warranty case is made more difficult, the guarantor is released from the obligation to perform. Any intervention without prior written approval/authorization of the warranty administrator will not be accepted or reimbursed.
- 6.2 If repair by the seller is not possible (e.g. if the car is being driven abroad), the repair can be carried out by an authorized workshop recognized and certified by CombiFuel, with the express prior agreement of the warranty administrator. The repair invoice must be presented to the warranty administrator within one month of the invoice date. The repair invoice must clearly show the work carried out, the price of the spare parts and the labour costs, with indicative working time figures. The customs regulations must be observed.
- 6.3 The Seller or repair shop must provide the details necessary for determining the cause of damage and should allow examination of the damaged parts at all times. On request, the parts replaced must be made available by the repair shop.
- 6.4 The Seller or repair shop should make online claim notifications and use the upload function to attach or transfer invoices showing proof of maintenance work carried out.
- 6.5 The vehicle owner should minimize the loss as far as possible and follow the Seller's and/or the warranty administrator's instructions in this regard.

## 7. Warranty duration

The warranty begins on the reported installation date or warranty activation of the CombiFuel system (the first of the two dates is decisive) and ends after a total mileage of 100,000 km of the system, or after a period of 24 months, whichever comes first. It is not extended after expiry.

If, during the term of the two-year CombiFuel factory warranty, the customer decides to conclude a warranty extension via the certified seller, the warranty extension will begin on the day following the expiry of the factory warranty. It ends after the corresponding total mileage or the duration of the selected warranty extension, whichever comes first. It is not extended after expiry.

## 8. Sale of the vehicle

If the vehicle with the CombiFuel system under warranty is sold, then the benefit of warranty is transferred with the property rights over to the buyer.

## 9. Time limitation of warranty claims

All claims arising out of the occurrence of any damage are time-barred two years from the occurrence date.

## 10. Legal liability claims for defects

Legal liability claims by the buyer for defects are not affected.

## 11. Receipt of claims

All communications are to be addressed exclusively to Insercle AG, Konkordiastrasse 12, 8032 Zürich, Schweiz, [claims@insercle.com](mailto:claims@insercle.com).

Communications from the warranty administrator are legally valid if delivered to the last known address of the Seller and/or the covered vehicle owner.

## 12. Jurisdiction clause and applicable law

Claims may be asserted at the registered office of CombiFuel Swiss AG in Lachen. Swiss law applies.

## 13. Data handling

CombiFuel and Insercle AG (Contract handling, warranty administrator and technology) processes data resulting from contract documents or contract processing and uses this data in particular for the processing of warranty claims, for statistical evaluations and for marketing purposes. The data is stored physically or electronically. CombiFuel and Insercle AG may also obtain relevant information from official bodies and other third parties, in particular on the warranty claim history.

## 14. Interpretation

The original version of this warranty terms and conditions is the German version. All other versions are translations. In the event of any differences in interpretation, the German text shall prevail.