

Manufacturer's warranty

Hella Gutmann Solutions GmbH (hereinafter referred to as **HGS**) guarantees that its products are free of faults pursuant to the following provisions.

(1) **HGS products covered:**

- a. All current and future products of the product groups "mega macs" and "mega compaa", especially
- mega compaa HG4
 - mega macs X
 - HGS Tablet*
 - GO-E CHARGER GEMINI FLEX 11KW
 - mega macs 77
 - mega macs 56
 - mega macs 42 SE
 - mega macs PC
 - mega macs PC SE
 - mega macs ONE
- b. Modules and VCI, especially diagnostic module DT66, measurement technology module MT66 / MT77, UMTS module, DT-VCI, MT-USB, MT-HV, Hardware modules, macsRemote Service
- c. Low Pressure Diagnostic Kit LPDK
- d. All current and future products of the product groups "hand and garage lamps"
- e. All current and future products of the product group "headlight setting equipment " with Hella or HGS branding, especially
- SEG IV Economy
 - SEG IV DL
 - SEG IV DLLX
 - SEG IV SE
 - SEG V
- f. All current and future products of the product groups
- BPC Tool (battery power check)
 - BPC 8, BPC 50, BPC 120 (Batterieladegeräte)

(2) **Warranty term:**

2 years from delivery of the new product by HGS or a dealer 2 years from the date of delivery of the new product by HGS or a dealer

*HGS Tablet & Docking Station HGS Tablet, GO-E CHARGER GEMINI FLEX 11KW: 2 years from delivery of the new product by HGS or a dealer, taking into account a maximum storage period of 12 months at the dealer's premises after delivery by HGS

(3) **Warranty exclusions:** The warranty shall not apply

- a. to accessories of the products listed under figure 1, especially not for docking stations, power packs and cables as well as parts subject to wear such as batteries, rechargeable batteries, fuses, protective films, rubber protective covers, filters, membranes, valves, bulbs, O2 sensors, ventilation mats, seals, tubes, operating supplies;
- b. if the serial number is made illegible or modified or removed;
- c. in the event of damage resulting from computer viruses or other software which is not supplied by HGS or downloaded from a HGS server;
- d. in the event of damage caused by abuse or incorrect operation, especially non-observance of the respective operating instructions and products which have fallen down;

- e. in the event of damage resulting from the use of parts not manufactured or sold by HGS;
- f. in the event of damage resulting from changes being made to the respective product which were not authorized by HGS, especially through incorrect repairs;
- g. in the event of damage caused by lightning strikes, water, fire, force majeure, war, incorrect mains voltage, operating environment (especially temperatures of more than 45°C / 115°F) or through other reasons for which HGS cannot be held responsible;
- h. if the warranty seal has been damaged, removed or made illegible;
- i. to software update versions made available after the purchase.

- (4) **Assertion of warranty claims:** The warranty can solely be asserted in writing (also by fax) as follows on submission of a copy of the purchase or leasing agreement (to prove the purchase date):

Hella Gutmann Solutions GmbH
Complaints department/Reklamationsabteilung
Am Krebsbach 2
79241 Ihringen
Fax inland: 07668-9900-3907
Fax abroad: +49-7668-9900-9505

- (5) **Elimination of faults:** HGS shall eliminate the faults as it sees fit either
- a. by repairing the product in question free of charge or
 - b. exchanging the product for an equivalent or new device
 - c. exchanging the product for an equivalent or new successor model.
- The warranty for the repaired or replaced parts or products shall be limited to the remaining time of the warranty term.
- (6) **Applicable law and place of jurisdiction:** This warranty shall be subject to German law and shall be interpreted according to German law. The place of jurisdiction for any disputes from this warranty shall be Freiburg im Breisgau.