TERMS OF GUARANTEE OF HEICO SPORTIV GmbH & Co. KG
(Date: January 2021)

HEICO SPORTIV products stand for: Designed in Germany. Engineered in Germany. Produced in Germany. All products are produced and checked in accordance with the highest OEM manufacturer standards and homologated in accordance with the rigorous German and Swiss approval laws. They are checked by the technical service corporation TÜV and have attestations under §19 of the German Road Traffic Licensing Regulations (StVZO), respectively General Operating Permits (ABE) or Conformity Declarations (CH). This, combined with our sound guarantee commitments, underline our commitment to high quality.

1. HEICO SPORTIV GUARANTEE

The HEICO SPORTIV guarantee is valid for all HEICO SPORTIV products sold from 01 January 2021 onwards (per the invoice date). The guarantee covers defects in materials and workmanship which exist as at the time of delivery of the stated product or which arose and were asserted during the guarantee period. Excluded from the guarantee are products which are installed in taxis, rental vehicles, driving school vehicles as well as vehicles for commercial transport.
"Guarantee taker" within the meaning of this guarantee is any natural or legal person who purchases the product, and who does not purchase it for the purpose of resale, and who does not purchase or use it in the framework of his / her business or self-employed activities. The repair must principally be carried out by HEICO SPORTIV or by a HEICO SPORTIV-authorized Volvo contractual partner as guarantor.

HEICO SPORTIV undertakes at its own expense to repair or replace ascertained defects in materials and workmanship which exist as at the time of delivery to the customer, or which arose during the guarantee period. HEICO SPORTIV will at its own discretion elect the measures to take to remedy the defects.

- Repair instead of replacement, or vise versa;
- Use of the repair technique prescribed by HEICO SPORTIV or Volvo.

The guarantee covers exclusively HEICO SPORTIV's own products. The guarantee does not cover other products such as, but not limited to, Volvo products, tires and other components that are covered by other manufacturers' guarantees.

Not deemed defects in the meaning of this guarantee, and consequently not reimbursable, are:

- Normal attrition;
- Repair work or configurations which are performed in the framework of regular servicing / maintenance;
- Normal use of consumables.

Warranty or guarantee claims against HEICO SPORTIV are excluded if the functionality of the delivered product is no longer guaranteed due to a change in the software version by the vehicle manufacturer.

Additional costs resulting from fittings or parts, bodywork or other fixtures which have not been delivered or provided by HEICO SPORTIV and which obstruct or hinder the implementation of the guarantee work are not covered by the guarantee.

Towing costs
To the extent that the costs are not covered by the Volvo Mobility Guarantee or third-party mobility guarantees, HEICO SPORTIV will, if necessary, and in a guarantee-triggering event, reimburse up to EUR 150.00 (excl. VAT) upon presentation of valid invoices.

Rental car
A maximum cost of EUR 39.00 (excl. VAT) per day for a maximum of three days will be assumed, conditional upon a prior, written declaration of assumption of these costs by HEICO SPORTIV.

All defective parts replaced in the framework of this guarantee shall become the property of HEICO SPORTIV.

More-extensive guarantee claims, especially claims to price reductions, rescission or compensation are excluded. Statutory rights are not affected by this guarantee. Also unaffected by this guarantee are any guarantee rights of the guarantee taker vis-à-vis the respective seller.

2. TEMPORAL AND LOCAL SCOPE OF THE GUARANTEE

a) Validity for HEICO SPORTIV products with the exception of performance enhancements (e.motion®):
HEICO SPORTIV grants a guarantee of 24 months or a maximum of 80,000 kilometers from the date of invoice.
b) For HEICO SPORTIV performance enhancements (e.motion®):
HEICO SPORTIV grants a guarantee of 24 months for damage to the drive train in causal connection with a HEICO SPORTIV performance upgrade, but a maximum of 80,000 kilometers from the initial registration of the vehicle.
c) Exceptions / deviations:
For performance enhancements (e.motion®) the guarantee is limited to Germany and Switzerland.

3. GUARANTEE EXTENSION UP TO 60 MONTHS / 150.000KM

You can extend the guarantee - with the exception of performance enhancements (e.motion®) for Polestar performance models - by registering on our online portal (heicosportiv.de/guarantee) within four weeks of purchasing the HEICO SPORTIV product.

By doing so, we grant a guarantee on HEICO SPORTIV products - with the exception of HEICO SPORTIV performance enhancements (e.motion®) - for the duration of your registration, but no longer than 60 months or a maximum of 150,000 kilometers after purchase of the product (invoice date).

For damages which are causally related to HEICO SPORTIV performance enhancements (e.motion®), for the duration of your registration, but no longer than 60 months or a maximum of 150,000 kilometers after initial registration of the vehicle, as follows:

Acquisition of HEICO SPORTIV	Costs of material	Wage costs
up to 80.000 km	100%	100%
from 80,001 km to 120,000 km	35%	35%
from 120,001 km to 150,000 km	20%	20%

4. GUARANTEE EXCLUSIONS

The guarantee will not apply if a defect in materials or workmanship whose remedy is being asserted under the guarantee was in all likelihood ascribable to any of the following:

a) The pertinent operating manuals had not been observed;
b) The product had not been used under normal operating conditions, in particular it had been subjected to improper handling or excessive loading e.g. in motor-sport competitions;
c) The product has been altered or modified or installed by an unauthorized dealer; the vehicle has been involved in an accident or in any other way been exposed to external forces;
d) Security seals (e.g. on control units) have been damaged;
e) Inadequate or defective maintenance and repair work have been performed on the vehicle or the maintenance has been carried out by a repair-shop that is not authorized by HEICO SPORTIV or Volvo;
f) Oils and fuels had been used that are not recommended by HEICO SPORTIV / Volvo;
g) The fault / defect has been exacerbated due to the customer's failure to promptly take appropriate measures at the time at which he became / should have been able to become aware of the fault / defect, notably: failure to promptly inform HEICO SPOPRTIV or the dealer upon discovery of the fault / defect and to charge them with rectification thereof.
h) Failure to have registration-requiring changes (in particular: performance enhancements) entered into the vehicle's documentation (in countries in which the entry of performance enhancements into a vehicle's documents is obligatory).
i) Commercial usage (taxi, rental vehicles, driving-school vehicles and haulage companies etc.).

5. STEPS TO BE TAKEN UPON OCCURRENCE OF A GUARANTEE-TRIGGERING EVENT

How to assert a guarantee claim:

Should a defect arise in a product you purchased, please take the following steps:

a) If possible, take your car to the dealer from whom you purchased the product to enable him / her to handle any guarantee claims for you, or directly contact:

   HEICO SPORTIV GmbH & Co. KG
   Rudolf-Diesel-Str. 44
   D-64331 Weiterstadt
   Tel: +49 6151 / 300 95-16
   Email: garantie@heicosportiv.de

b) Provide your dealer – or HEICO SPORTIV directly – with detailed information about the background to your complaint.

Guarantee coverage is not provided for damage that HEICO SPOPRTIV has not approved for repair beforehand. Should it be determined that an asserted guarantee claim does not in fact qualify under the terms of this guarantee, the guarantee taker or claimant will bear any costs.