



Warranty Policy of AS-Motor GmbH

Regulations valid from 01.10.2021

1. Warranty Agreement:

AS-Motor grants the buyer a special manufacturer's warranty on purchased products in accordance with the following conditions. This guarantee does not affect the buyer's statutory warranty claims, i.e. they are neither extended nor limited.

2. Definition:

- 2.1. **Legal warranty** claims result from the statutory regulations and are therefore legally prescribed consumer protection.
- 2.2. **Warranty** claims result from additional agreements agreed between the buyer and the guarantor – in this case between AS-Motor and the end customer.
- 2.3. **Goodwill** claims result from a possible voluntary decision on the amount of compensation in the event of damage outside the defined warranty and guarantee periods on the part of AS-Motor GmbH.

3. Basic information on the warranty claim:

AS-Motor guarantees to the original purchaser that products of the brand AS-Motor, which are available on or after the 01. 10.2021 are free from defects in materials and workmanship for the period referred to in point 4.

A warranty claim exists only upon presentation of the certificate of online device registration. This must be completed fully and truthfully. Online device enrollment must be completed within 30 days of the purchase of the device and can be performed through <https://as-motor.secure.force.com/Registrierungsprozess/> as well as through our dealer portal [parts-and-more.org/product registration](https://parts-and-more.org/product-registration). The device registration is therefore an integral part of the warranty and entitles AS-Motor to refuse any kind of warranty if it has not been made as described. For spare parts and accessories, it is sufficient to present a sales invoice.

4. Warranty period:

The warranty period for AS-Motor GmbH products begins on the date of the first purchase of the AS-Motor GmbH product from an AS-Motor GmbH dealer. The warranty period is:

4.1. Devices:

4.1.1. For non-commercial use and private customers 36 months

4.1.2. For commercial / municipal use 24 months

4.1.3. For both under 4.1.1. and 4. 1.2. the equipment warranty is also limited to 250 operating hours if the appliance is equipped with an operating hour counter as standard.

4.1.4. For points 4.1.1., 4. 1.2. and 4. 1.3. what comes first applies

4.2. Spare parts and accessories:

4.2.1. The warranty period for AS-Motor spare parts and accessories begins on the date of the first purchase of the item from an AS-Motor dealer or, if the item has been installed in an AS-Motor item as part of maintenance/repair work by an AS-Motor dealer, on the date of handover of the repaired/maintained AS-Motor device to the customer. The warranty period is 12 months.

4.3. Batteries:

4.3.1. The warranty period for batteries is 6 months.

5. Content of the warranty claim:

The warranty claim includes the elimination of design defects as well as material or manufacturing defects that have occurred within the warranty period. The warranty claim presupposes that the defect has been remedied exclusively by the dealer commissioned by AS-Motor GmbH and trained on the products.

5.1 Warranty claims can be made under the following conditions:

5.1.1 **Handover:** The AS-Motor dealer is requested to carry out a device inspection before delivery to the end customer in order to ensure a proper handover according to the four-eyes principle.

- 5.1.2 **Intended use:** The warranty only applies to devices that are used in accordance with the intended use, used properly and treated in compliance with the operating instructions and the maintenance instructions contained therein.
- 5.1.3 **Storage space:** Defective equipment or equipment parts must be sent at the request of AS-Motor up to three months after submission of the application.
- 5.1.4 **Assertion:** the warranty claim must be asserted stating the description of the problem and presenting the invoice document or the guarantee certificate issued for the first purchase. If the guarantee certificate of the registration is no longer available, the invoice document can be used. However, this does not exempt from the obligation to register.
- 5.1.5 **Complaint period:** the warranty claim must be asserted within a preclusion period of three weeks after the occurrence of the damage, stating the description of the problem.

5.2 No warranty claims can be made under the following conditions:

- 5.2.1 **Improper use:** Excluded from the warranty are parts that have become unusable as a result of improper repair work or wear and tear (wear) or that are subject to natural wear and tear (see instructions in the operating instructions and points 5.2.3 and 5.2.4.). A fundamental component of the warranty provisions is compliance with and observance of the corresponding operating instructions and safety regulations.
- 5.2.2 **Freight damage:** According to §438 (2) HGB (German law), hidden damage must be reported in writing within 7 days of delivery and can therefore no longer be accepted by AS-Motor GmbH at a later date. The processing of any costs incurred is carried out individually, no warranty claims can be derived from freight damage. Goods whose packaging is visibly damaged should only be accepted with reservation. In order to detect damage, the AS-Motor dealer may be required to: so-called tilt sensors attached to the packaging. These can be an indicator of improper transport.
- 5.2.3 **Wear parts:** This exclusion applies to damage to wearing parts caused by the intended use and by usual wear and tear (for example: knives, V-belts, or similar), as well as in cases where replacement or repair of wearing parts is carried out due to damage subject to warranty.
- 5.2.4 **Workshops:** The warranty expires if the device is repaired outside an authorized workshop, if no original spare parts are used, and/or if unauthorized changes have been made to the device.

6. Components not covered by the warranty:

The warranty claim for certain assemblies purchased and installed by AS-Motor GmbH cannot be asserted via AS-Motor GmbH. The respective regulations of the component manufacturers apply here:

- 6.1. Damages to B&S engines:** Processing is carried out by B&S certified dealers
- 6.2. Damages cases to B&S battery products (powerhead, battery, chargers):** Processing is carried out by B&S certified dealers
- 6.3. Damages to Kawasaki engines:** Processing is carried out by Kawasaki certified dealers
- 6.4. Damages to Tuff Torq gearboxes:** Processing is carried out by Tuff Torq certified dealers
- 6.5. Damages to Kanzaki gearboxes:** Processing is carried out by Kanzaki certified dealers
- 6.6. Damages to Hydro gear drives:** Processing is carried out by Hydro Gear certified dealers

The certified dealers can be viewed on the websites of the manufacturers.

7. Handling of warranty costs:

In the case of justified warranty claims, AS-Motor GmbH grants a claim for free replacement, including in-out and installation, of the defective parts. Without prejudice to the statutory warranty claims, further warranty services cannot be claimed. Work under the warranty does not trigger a new start of the warranty period.

AS-Motor decides whether defected parts are repaired or replaced within the scope of the warranty. Replaced parts shall become the property of AS-Motor without any decision. The AS-Motor dealer or the corresponding workshop commissioned with the elimination of the error has no power of attorney to make legally binding declarations on behalf of AS-Motor. Warranty claims must be submitted to the AS-Motor dealer within three weeks of the occurrence of damage or its initial knowledge. The AS-Motor dealer must then submit these online via PaM ([parts-and-more.org / warranty](https://parts-and-more.org/warranty)).

This Agreement shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from this contractual relationship is the registered office of AS-Motor, provided that the buyer is a merchant, a legal entity under public law or a special fund under public law.

Outside the Republic of Germany and France, different warranty services/conditions may apply. Responsible for the definition and implementation is the respective general importer of AS-Motor GmbH.