



Consumer Product Warranty

for the "RaceChip S", "RaceChip RS", "RaceChip GTS", "RaceChip GTS Black" and "RaceChip XLR" products

RaceChip develops and produces innovative and safe products for easy-to-implement and effective improvement in the performance of most common vehicle types. In order for the RaceChip customers to be sure of being able to achieve continued high performances with their product, RaceChip Chiptuning GmbH & Co. KG, Ulmer Strasse 123, 73037 Göppingen, Germany (herein-after referred to as the "Warranter") shall give consumers in terms of Sec. 13 of the German Civil Code [BGB] (hereinafter referred to as "Warrantee") a free-of-charge product warranty for the "RaceChip S", "RaceChip RS", "RaceChip GTS", "RaceChip GTS Black" and "RaceChip XLR" products (hereinafter referred to individually as "product" and collectively as "products") with the contents, as specified herein:

I. Conclusion of a Warranty Agreement

As soon as the scope pursuant to section II of the present terms of warranty has been opened, any purchase of a product by a Warrantee shall automatically result in the creation of an agreement for a product warranty by and between the Warrantee and the Warranter, having the contents agreed on herein.

II. Scope of Application of the Product Warranty

The product warranty shall be limited in terms of its scope to products purchased through the Warranter's website or through a dealer or sales partner.

III. Product Components covered by the Product Warranty

The Warranter shall give a product warranty for the following product components:

- Printed circuit board (PCB) and electronics
- PCB plug-in module
- Cable harness; warranty does not apply, however, in case of mechanical damage to the plug-in connection
- Box ("RaceChip S", "RaceChip RS"), box excl. display ("RaceChip GTS", "RaceChip GTS Black") or respectively box of Brainbox and Controller ("RaceChip XLR")



IV. Subject Matter and Scope of the Product Warranty; Warranty Period

1. The Warranter shall warrant that as of the date of acquisition of the respective product shown on the invoice, the product components specified in section III. will show no defects within the periods specified hereinafter that might interfere with the respective product's function ("Warranty Case").
 - "RaceChip S": 2 years
 - "RaceChip RS": 3 years
 - "RaceChip GTS", "RaceChip GTS Black": 5 years
 - "RaceChip XLR": 2 years

The product warranty shall not cover purely visual defects that do not interfere with the product's work capability (so-called "flaws").

2. The product warranty shall apply only insofar as the Warrantee uses the vehicle, in which the respective product has been installed, for private - i.e. non-commercial purposes only (commercial use means, for example, commercial passenger transportation, driving school vehicle; courier/delivery vehicle; rental car), unless such commercial use of the vehicle has not caused the defect in the product component that is under warranty.
3. In a Warranty Case, the product warranty shall, at the Warranter's option, cover either the free-of-charge supply of an equivalent replacement product or the free-of-charge repair of the product affected (if and insofar as technically feasible). In addition to that, the Warranter shall also organize, and pay for, the transportation of the replacement product, or of the product repaired, to the Warrantee.

There shall be no other rights or claims under the present product warranty. This product warranty shall not, in particular, give rise to claims for damages or reimbursement of wasted expenditures.

V. Exclusion of Product Warranty

1. Claims under this product warranty require that the defect to the respective product has not been caused by one of the following circumstances:
 - normal wear;
 - incorrect or improper installation (e.g. if the product or cable harness is laid in a reas under great thermal stress, such as at the manifold or along the motor block, resulting in damage caused by melting) and/or product startup contrary to the Warranter's specifications;
 - improper use or operation of the product contrary to the Warranter's specifications (e.g. rotary switch settings that have not been approved by the Warranter);

- changes performed to the product or unauthorized repair attempts without the Warranter's prior approval;
 - off-road use in water under maximum use of the vehicle's fording depth;
 - external damage, in particular accident in road traffic (i.e. a sudden event in road traffic resulting in a typical risk of damage caused in traffic), or damage caused by car wash, animals, etc.;
 - force majeure or exceptional/extreme natural events, such as floods, natural disasters, etc.
 - own fault on the part of Warrantee or third parties.
2. Warranty claims shall be excluded also if the Warrantee should culpably violate the regulations on how to proceed in a Warranty Case, as specified in section VI of the present terms of warranty, unless such violation is causal neither to the ascertainment of the Warranty Case nor to the ascertainment or extent of the Warranter's liability.
 3. Apart from that, warranty claims shall be also excluded if the product is installed in a vehicle model or engine type for which it has not been expressly approved by the Warranter.

VI. Procedure in Warranty Cases, Settlement of Warranty Claims

1. The Warrantee shall promptly notify the Warranter in writing if a Warranty Case has occurred. To this end, the Warrantee shall fill out the product warranty form enclosed in the Annex and send it to the following address:

RaceChip Chiptuning GmbH & Co. KG
Ulmer Str. 123
73037 Göppingen
Germany

The product warranty form shall include an as precise as possible description of the defect identified, and the reasons for the warranty claim made, by the Warrantee.

2. The Warrantee shall send the product in question along with the product warranty form to the above address at its own cost and expense and shall moreover submit a copy of the original sales receipt for the product.
3. The Warranter shall review the asserted warranty claim upon receipt of the product in question and of the aforementioned documents and shall inform the Warrantee about the results of such review. In a Warranty Case, the Warranter may choose to either supply an equivalent replacement product or repair



the product affected (if and insofar as technically feasible) and return it to the Warrantee. The Warranter shall organize and pay for the transportation of the replacement product, or of the product repaired, to the Warrantee.

4. If a warranty claim is made wrongly, the Warranter may demand from the Warrantee reimbursement of the costs incurred in connection with reviewing such warranty claim and returning the product affected to the Warrantee, unless the Warranter is obligated by contract or law to bear such costs. This shall not apply if the Warrantee could not be expected to have known that he had no warranty claim.

VII. Expiry of Warranty Claims

Product warranty claims for defects to the products that have occurred during the warranty period shall expire within 12 months as of the end of the year in which the respective claim occurred, meaning - in particular - in which the damage occurred and the Warrantee became aware of the circumstances giving rise to the claim. The statutory period of limitation shall apply in case of intent.

VIII. Contractual or Legal Rights

The contractual or legal rights that the Warrantee may have against the Warranter as the seller and/or manufacturer of the products shall not be affected or limited by this product warranty but shall continue to apply unchanged.

IX. Final Provisions

1. The present product warranty shall apply to the aforementioned extent and under the aforementioned conditions (incl. presentation of the copy of the original sales receipt) also for any subsequent buyer of the product, if such product or the vehicle in which the product is installed is sold.
2. Should any of the provisions contained in these terms of warranty be or become invalid, this shall not affect the validity of the remaining provisions contained herein.
3. This product warranty shall be subject to German law.
4. The place of jurisdiction for any and all disputes arising under or in connection with this product warranty shall be the Warranter's place of business.

Annex: Product warranty form

RaceChip – Product Warranty Card

A. Personal Information and Address

1 Last Name, First Name	
<input type="text"/>	
2 Street and Number	3 Postal Code
<input type="text"/>	<input type="text"/>
4 City	5 Country
<input type="text"/>	<input type="text"/>
6 Telephone (please include your country code)	7 E-Mail
<input type="text"/>	<input type="text"/>

B. Details of the purchase

1 Invoice number	
<input type="text"/>	
2 Purchased at:	
<input type="checkbox"/>	Directly through RaceChip (www.racechip.com, Amazon, ebay)
<input type="checkbox"/>	RaceChip Reseller: _____
<input type="checkbox"/>	Used, purchased from: _____
Date of purchase: _____	

C. Details of your vehicle

1 Maker	2 Model and motorization	3 Engine size	HP
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4 Date of first registration	5 Type of transmission:		
<input type="text"/>	<input type="checkbox"/> Automatic <input type="checkbox"/> Manual <input type="checkbox"/> Double clutch transmission		

D. Information about the warranty

1 Damaged Part	
<input type="checkbox"/> PCB and electronics	<input type="checkbox"/> Cable harness, but not mechanical damage of connector
<input type="checkbox"/> Connector module on the circuit board	<input type="checkbox"/> None of the components above
<input type="checkbox"/> Housing, including seal and/or membrane film	<input type="checkbox"/> Not specified
2 Description of the damage	
Please write two or three sentences about the damage (in English):	
<input type="text"/>	
<input type="text"/>	
3 Description of the cause of the damage	
Please write two or three sentences about the damage cause (in English):	
<input type="text"/>	
<input type="text"/>	
4 Confirmation	
<input type="checkbox"/> I hereby confirm that I installed the device according to the instruction manual in the vehicle just mentioned above and that there was no car accident involved causing damage to the part.	

Please notice that only completely filled in forms will be taken into consideration. If you have any questions, please contact our Customer Support department.

E-Mail: support@racechip.com

Telephone: +49 7023 77 999 0

(Monday through Friday from 08:30 - 17:30 German time)

Date, Signature