



## General Terms and Conditions of the EW2YEARS Warranty (release 02 of 20/09/2023)

General Terms and Conditions of the "EW2YEARS" Warranty for "Products" under the "OP" brand name, issued by: **EXO Automotive S.p.A. Unipersonale**, tax code and VAT no. 01296190281, registered office 11/c int. 69 - 35129 - Padua, ITALY.

### 1. SCOPE OF EW2YEARS WARRANTY APPLICABILITY

- 1.1. This Warranty, also referred to as "**EW2YEARS**", is issued by EXO Automotive S.p.A. Unipersonale, hereinafter referred to as the "**Manufacturer**", on certain "Products" under the "OP" brand name (as listed in the product list at point 1.2 below), hereinafter referred to as "**OP Products**" and is granted by it to **professional Car Repair Workshops** that belong to its network of **Authorised Dealers** and purchase OP Products by virtue of a separate supply contract. This EW2YEARS Guarantee **does not** apply to consumers, the latter being understood to be natural persons acting for purposes unrelated to any entrepreneurial, commercial, handicraft or professional activity carried out.
- 1.2. The list of OP Products covered by the EW2YEARS Warranty is visible on the home page of the web portal [www.ew2years.com](http://www.ew2years.com).
- 1.3. The Manufacturer declares and warrants that its OP Products are manufactured in full compliance with the technical specifications and production standards in accordance with Regulation (EU) no. 461/2010, which sets out the specifications for which an "Aftermarket" product has the same technical/quality characteristics as Original Spare Parts.  
The OP Products are guaranteed free from defects of manufacture. Defects of manufacture are defined as defects that render the object of sale unable to fulfil the purpose for which it was purchased and that are attributable to the manufacturer and not to a standard wear and/or the passage of time in case of non-use (as better specified in following point 1.4). This EW2YEARS Guarantee recognised by the Manufacturer therefore only applies when there is a manufacturing defect ascertained by the Manufacturer, in compliance with the procedures and conditions set out in points 2 and 3 below.
- 1.4. Notwithstanding the provisions hereof, this EW2YEARS Guarantee does not apply when:
  - 1.4.1) the technical and usage requirements (mileage and/or time limits, type and method of inspections) contained in the Owner's Manual supplied with the vehicle have not been complied with;
  - 1.4.2) OP Products were installed incorrectly and/or improperly;
  - 1.4.3) in case of tampering, modifications, and/or repairs carried out by unauthorised and/or unqualified personnel;
  - 1.4.4) in case of normal wear and tear of the OP Product, always referring to the conditions and prescriptions for use indicated by the vehicle manufacturer.

### 2. EW2YEARS WARRANTY ACTIVATION PROCEDURE

- 2.1. In order to activate the EW2YEARS Warranty, Authorised Car Repair Workshops belonging to the network of Authorised Dealers for the sale of OP Products must register in the web portal [www.ew2years.com](http://www.ew2years.com). The registration phase involves the creation of a user name and password that will be used for subsequent access for warranty activations.
- 2.2. Within the web portal there is a specific procedure to be followed to activate the EW2YEARS Warranty. This procedure involves the registration of:
  - 2.2.1) date of entering of the request;
  - 2.2.2) Product data (code and batch);
  - 2.2.3) data of item purchase;
  - 2.2.4) vehicle information.



At the end of the registration process, the EW2YEARS Certificate of Warranty will be automatically generated, showing the details of the registration. This Certificate can also be given to the owner of the vehicle as a document proving that the OP Products installed on their vehicle comply with Regulation (EU) no. 461/2010.

- 2.3.** The EW2YEARS Warranty must be activated by the Car Repair Workshop, under penalty of forfeiture and at no additional cost, within fifteen (15) days from the date of purchase of the OP Products through the website [www.ew2years.com](http://www.ew2years.com). The EW2YEARS Warranty is valid for twenty-four (24) months from the date of purchase. The date of activation of the EW2YEARS Warranty coincides with the date of the Sales Document issued by the Authorised Dealer and this date must be indicated during registration of the Certificate in the "**Purchase Date**" field.

### **3. EW2YEARS WARRANTY CONDITIONS OF USE**

- 3.1** The EW2YEARS Warranty may be invoked by the Car Repair Workshop and becomes effective only against presentation to the Authorised Dealer of a document proving the date of purchase of the OP Product concerned, and in particular against presentation of an invoice, sales receipt and/or equivalent document showing the name of the Authorised Dealer, the date of purchase of the OP Product, together with the EW2YEARS Certificate of Warranty attached to the OP Product subject to these 24-month warranty conditions.
- 3.2** It shall be the responsibility of the Car Repair Workshops to inform the Authorised Car Dealers of any defects and faults in the product and in any case of the wish to make use of the warranty within 7 days of detecting the non-conformity.
- 3.3** The Authorised Dealer, having confirmed the possibility of a non-conformity of the OP Product, shall submit the spare part warranty claim using the RMA (Warranty Returns Procedure) portal made available by the Manufacturer in the reserved area of the website [www.openparts.it](http://www.openparts.it), access to which is permitted by means of a user name and password. Any recall of the product at the request of the Manufacturer, in order to determine the cause of the defect, will be carried out within the time limits compatible with the organisational requirements of the latter. In any case, the Manufacturer undertakes to carry out the recall and related technical checks as soon as possible, taking into account the type of the OP Product and the nature of the defect.
- 3.4** PO Products withdrawn under warranty and for which the Manufacturer validates the existence of the alleged defects will be refunded to the Authorised Dealer through the issuance by the Manufacturer of a specific Credit Note of the value equivalent to the price paid by the Authorised Car Dealer at the time of purchase of said OP Product recognised under warranty coverage.
- 3.5** OP Products recognised and reimbursed under warranty coverage shall be the property of the Manufacturer. OP Products reimbursed under warranty and not taken back by the Manufacturer must be destroyed and disposed of at the expense of the Authorised Dealer in accordance with the legal regulations established by the local authorities where the Authorised Dealer is located.
- 3.6** OP Products **not** recognised under warranty coverage, after information and/or documentation and/or technical report from the Manufacturer registered on the RMA System and sent by e-mail to the Authorised Dealer, will be returned to the latter with the first useful shipment of spare parts orders in order to minimise the costs for the latter.
- 3.7** This EW2YEARS Warranty is governed by Italian law, excluding conflicting rules.

Padua, September 2023