CHANCEPAR

HANGZHOU CHANCE PARTS CO., LTD

Guarantee terms and conditions

1. Scope of guarantee

HANGZHOU CHANCE usually provide guarantee cover for spare parts (hereinafter referred to as: "products", "parts " or "items") for a term of **12 months** from the date of Bill of loading. Some special items like AD Blue tank, the guarantee is **6 months**. This guarantee shall exclusively apply to the spare parts sold by HANGZHOU CHANCE. It shall not cover exchanged parts and reworked old parts. The claimant must provide evidence like photos or videos to explain the claim detailed. Only in the presence of the aforementioned documentation will it be possible to proceed with the replacement or reimbursement of the goods in question.

This guarantee shall only apply to defects of the part and not to consequential damages caused thereby. It shall apply in addition to our statutory liability for material defects and shall restrict no statutory claims of the beneficiaries under this guarantee against HANGZHOU CHANCE, in particular no claims for damages regardless of the legal grounds.

2. Remedy in the guarantee case

In the guarantee case HANGZHOU CHANCE shall only make a new/replacement delivery of a part that is free of defects. In addition to the item, this also includes packaging and shipping costs. The claimant shall not be entitled to the delivery of a spare part that is identical to the defective part under this guarantee. HANGZHOU CHANCE reserves the right to replace parts that have given rise to complaint by parts that fulfil the same function without being identical to the defective part in terms of model, type, lot, etc. If HANGZHOU CHANCE itself is unable to supply a suitable part as a replacement, HANGZHOU CHANCE reserves the right to deliver a part by a different manufacturer or alternatively, to offer monetary compensation. As soon as the claimant has received the replacement or monetary compensation the part that has given rise to complaint and has been replaced or compensated for by HANGZHOU CHANCE under this guarantee shall become the property of HANGZHOU CHANCE.

Hence, the guarantee shall not cover the repair of the delivered item or reimbursement of the costs thereof. The costs for dismantling and reassembly, import costs (in particular import tax and customs duties), as well as claims for damages and reimbursement of expenses are also not owed on the basis of this guarantee.

3. Requirements for asserting guarantee claims

This guarantee for branded spare parts shall be subject to the following requirements, which must be bindingly observed to be able to assert guarantee claims:

(1) Immediate notification

Any defect must be reported immediately to the aftersales service of HANGZHOU CHANCE. The forms intended for this purpose must always be used to report defects. They are available the aftersales service of HANGZHOU CHANCE on request.

It is not possible to process any report submitted without a form or with an incomplete form in respect of guarantee claims (e.g. "defect" is insufficient as a description of the grounds for complaint; it is compulsory to state the HANGZHOU CHANCE lot no. and provide exact quantity, for example).

(2) Submission for inspection

The product that has given rise to complaint shall be sent to HANGZHOU CHANCE for inspection free of charge if so demanded by HANGZHOU CHANCE's aftersales service. If the requirements of a guarantee case are not met, the return costs incurred by the dispatch and transport of the product shall be borne by the claimant himself.

(3) Professional installation

As a requirement for guarantee claims evidence must be provided that already installed parts have been fitted by trained staff in a professional workshop using the special tools intended for this purpose and in accordance with the installation and servicing regulations of the respective vehicle manufacturer. Installation instructions included with the product must be observed. If the installation does not meet the generally acknowledged latest technical standards the guarantee shall not apply, regardless of the respective underlying causes.

(4) Servicing and inspections

All already installed products must have undergone regular servicing and/or inspections as prescribed or recommended by the vehicle manufacturer.

(5) Admissible load

The individual product or relevant vehicle as a whole must not have been subjected to a higher load than permitted by the vehicle manufacturer and/or spare part manufacturer.

If any of the above requirements is not observed or not met, HANGZHOU CHANCE reserves the right to reject the claim or only provide monetary compensation retaining a deducted percentage. The amount of the deduction shall be at the discretion of HANGZHOU CHANCE but shall not exceed 35 per cent of the original value. If the claimant asserting the guarantee claim is notified of the reason for and amount of the deduction in text form by HANGZHOU CHANCE before delivery of the product, such deduction shall be deemed acknowledged by the claimant if he accepts the product delivered as a replacement while having knowledge of such deduction. The customer can deduct this value from next payment

4. Deterioration after passage of risk

Deteriorations of the products after the passage of risk shall be not be covered by the guarantee without exception where caused in particular by:

a) Normal wear and tear of the parts,
b) Incorrect or careless handling and storage,
c) Natural and environmental influences,
d) Incorrect installation, incorrect adjustment and/or incorrect servicing as well as any other misuse,
e) Use of wrong or unsuitable fuels (e.g. biofuels),
f) Incorrect use – this includes any use of the parts outside of commercial vehicles (e.g. in stationary engines, marine engines and rail transport systems),
g) Modifications of the item's original form or function.
h) sulphation, overstressing and wear of batteries due to lack of charge as well as for damage caused by improper use and use (e.g. supply instead of starter batteries, faulty installation, unsuitable accessories) or improper storage (at high or low temperatures without recharging) or deep discharge,
i) damage caused by third parties (e.g. transport damage)