

# General Terms and Conditions for the Pneus Online Rim Warranty

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## Pneus Online Rim Warranty - General Terms and Conditions

### 1. Subject of the Pneus Online Rim Warranty

Rims for private motor vehicles up to 7.5 tons, purchased directly from B2C Pneus Inc.

### 2. Eligible person

Only the person who purchased the rims from B2C Pneus Inc. and whose name the invoice is in is entitled to claim.

### 3. Scope, duration and extent of the Pneus Online Rim Warranty

The rim warranty applies to events in Canada. It starts from the date of purchase of the rims and lasts for 1 year. The rim warranty ends in the event of a claim to the damaged rim.

The rim warranty is expressly limited to the rims specified in the proof of purchase, cannot be transferred and can only be claimed via B2C Pneus Inc.. The warranty benefit is expressly limited to the repair or delivery of spare rims to an official partner of B2C Pneus Inc. and cannot be remunerated in any other way. The rim warranty only covers events that are not covered by insurance companies or other service providers.

The beneficiary bears the following cost contributions (deductible): 50%

### 4. Warranty sum

The warranty benefit is limited to CAD 400 incl. VAT per event.

### 5. Events and services covered by the Pneus Online Rim Warranty

#### 5.1 Events

An event within the meaning of these General Terms and Conditions is a process resulting in one or more defective rims, caused by sharp curbs, potholes or other objects.

#### 5.2 Claim for compensation for the damaged rim

In the event of an event in accordance with section 5.1, the issuer of the Pneus Online Rim Warranty shall only bear the costs of repairing or replacing the damaged rim. The claim for compensation corresponds to the originally paid new price for the covered, damaged rim, limited by the agreed maximum warranty amount.

#### 5.3 Reimbursement of costs

The reimbursement of warranty costs will be effected after authorization within a maximum of 30 days.

### 6. Events and costs not covered by the Pneus Online Rim Warranty

#### 6.1 Not covered are events,

- which are caused by natural hazards or theft;
- which occur at a profile depth of less than 3mm;
- which occur as a result of a traffic accident;
- which result due to incorrect chassis settings;
- which occur due to incorrect air pressure in accordance with the recommendations of the owner's manual of the passenger car and on the basis of the recommendations of the rim manufacturer;
- that occur on journeys that are prohibited by law or prohibited by the authorities;
- which do not occur on public roads or unofficial roads (e.g. Off-road rides).

#### 6.2 Consequential damage and towing costs are not covered.

#### 6.3 Not covered are costs resulting from normal wear and tear and excessive wear and tear are not covered.

#### 6.4 Damage of a cosmetic nature without functional impairment (scratches, damage to paintwork, etc.) is not covered.

#### 6.5 Not covered are costs for undamaged rims (e.g. on the same axle) are not covered .

#### 6.6 Not covered are costs for disassembly, assembly and other costs related to the replacement of the rim.

#### 6.7 It does not cover events caused by the warranty holder, in particular as follows:

Abuse of alcohol, drugs or medicines; suicide or attempted suicide; participation in strikes or riots; participation in races and trainings with motor vehicles; participation in daring actions in which one knowingly exposes oneself to danger; grossly negligent or intentional acts/omissions; Committing or attempting to commit crimes or misdemeanors.

### 7. Obligations in the event of a claim

#### 7.1 The beneficiary shall:

- a) to purchase the replacement rim from B2C Pneus Inc. at their own expense within 5 days of the occurrence of the claim;
- b) to have the spare rim fitted at the repair shop at its own expense;
- c) within 14 days of the date of ordering the replacement rim, report the damage online via the link in the Pneus Online account with the documents required according to the claims form;
- d) to submit further information/documents/photos online upon request.

#### 7.2 The beneficiary is obliged to do everything that can contribute to the reduction of the damage and its clarification.

### 8. Consequences of violation of the obligations to provide information and conduct

If the beneficiary violates his or her contractual or legal obligations to report, provide information or conduct and thereby influence the cause, occurrence, extent or determination of the damage, the issuer of the Pneus Online Rim Warranty may refuse or reduce warranty services or claim damage incurred as a result. A reduction in the warranty is waived if the person entitled to claim can prove that his or her conduct did not adversely affect the damage or its determination.

### 9. Use of data

B2C Pneus Inc. and Insercle AG process data resulting from the contract documents or the execution of the contract and use it in particular for the processing of warranty claims and for statistical evaluations. The data will be kept physically or electronically. In addition, B2C Pneus Inc. and Insercle AG may obtain relevant information from public authorities and other third parties, in particular on the claims history.

### 10. Miscellaneous

In the event of any legal disputes, the german-language version of these general terms and conditions for the Pneus Online Rim Warranty shall apply primarily.

### 11. Jurisdiction and applicable law

The rim warranty is subject to Swiss law. In the event of litigation, the eligible person may bring an action at the registered office of the company or at the Swiss place of residence of the eligible person.

### 12. Contact

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