

Warranty Conditions

Jaguar Land Rover

Extended Warranty after Service



All claims arising from this warranty exclusively exist and refer to the provider of the warranty. As the insurer of the provider of the warranty, Real Garant Versicherung AG has been commissioned with the task of processing the warranty.

In the event of a damage claim, please contact your seller/dealer.

The warranty specified in the warranty certificate and these related conditions apply to the warranty promises made by the seller/dealer:

§ 1 Contents of the warranty

The warranty includes all permanently installed, factory assembled, mechanical, electrical, electronic, hydraulic and pneumatic components of the vehicle which are not excluded by § 3 below.

§ 2 Scope of the warranty, cost sharing

1. If a component covered by the warranty loses its functionality within the warranty period on account of damage arising during the warranty period and requires repair, the holder/buyer shall be entitled to issue a claim for repair within the scope envisioned by these conditions.
2. The total claim during the term of the warranty for each claim/case is limited to the present value of the vehicle minus the residual value.
3. The warranty includes the repair of components under the warranty, including the labor costs in accordance with the manufacturer's work time values. If the repair costs surpass the value of a replacement unit, the warranty claim shall be limited to the value of such a replacement unit, including the removal and installation costs.
4. The costs for replacement parts covered by the warranty will be reimbursed, at the most, in accordance with a non-binding price recommendation by the manufacturer.
5. Seals, gaskets, shaft seals, hoses, pipes, spark- and glow plugs, fuses, screws and nuts are only covered by the warranty if these lose their functionality and require technical replacement in connection with damages requiring compensation for a component covered by the warranty.

§ 3 Exclusions

1. Exclusions of the warranty coverage

Non covered contents are

- a) parts subject to increased natural wear and tear, such as: brake pads, brake linings, brake shoes, brake discs, brake drums; windshield -wiper blades, -nozzles, -arms and -profiled rubber linings; clutch components (except clutch master and slave cylinders); chassis wearing parts such as chassis shock absorbers and struts, chassis springs, stabilizers (except level control); axle and joint bearings, tie rods, tie rod ends, wishbone bearings, engine and transmission mounts. However, this exemplary list is not exhaustive;
- b) wearing parts; this exclusion applies to isolated damage to wearing parts, as well as in cases in which replacement or repair of wearing parts is necessary due to damage covered by warranty;
- c) consumables and supplies, such as fuels, chemicals, filter cartridges, coolants and antifreeze agents, hydraulic fluids, oils, greases and other lubricants; this exclusion applies to isolated damage to these substances and to cases in which replacement or filling of these substances is necessary as a result of an exchange of units (with the exception of filling the air-conditioning system in the event of a warranty claim);
- d) all maintenance or servicing work, cleaning work, software updates and resets without damaging parts, failure to respond to a manufacturer recall, electronic data carriers; test drives and performance checks; squeaking and rattling noises, fuses, brackets, mountings, clips, clamps and fastenings;
- e) batteries, power storage;
- f) water hoses, all hydraulic pipes (excluding metal fuel pipes), air conditioning pipes, dryers and tanks;
- g) exhaust system incl. fixings and brackets, with the exception of catalytic converters;
- h) vehicle keys, remote controls/transmitters and receivers, lighting (including in the form of bulbs, LED's (not xenon bulbs), infotainment;
- i) tires/wheels, steel and aluminum rims, wheel covers, wheel balancing, wheel alignment and wheel adjustment;
- j) housings and casings, frame body and trim parts, scratches, paint damage, paint surface complete, rust, hinges, door hinges, hardtops, soft top (soft top materials of convertible and folding top), vehicle panes (except a defect in the electrical heating and the antenna), luggage holders, suitcase and luggage compartment covers, sun visors, blinds, seat frame;
- k) fire extinguisher, first aid kit, on-board tools, hazard triangle, accessories;
- l) upholstery (leather/fabric), padding, insulating and floor mats, dashboard, headliner, interior trim (including trunk/engine compartment), plastic, leather, wood, interior surface materials, decorative seams, entire interior;
- m) seals and sealing work of any kind (exceptions: oil seals/shaft seals and cylinder head gaskets, repair of insured components by sealing).
- n) parts not approved by the manufacturer, non-factory fitted components unless parts are both genuine and fitted by a Jaguar or Land Rover retailer;
- o) costs for testing, measuring, alignment and adjustment work, insofar as they are not incurred in connection with a damage covered by warranty.

2. General exclusions

- 2.1. No warranty shall apply, regardless of other contributing causes, for damages
 - a) due to an accident, i.e. a direct external incident with sudden mechanical force;
 - b) due to willful or malicious actions, theft, unauthorized use, robbery and misappropriation;
 - c) due to direct impacts by animals (including marten bites), storms, hail, frost, snow, salt, oxidation/corrosion, lightning strikes, earthquakes or flooding;
 - d) due to direct impacts of charring, corrosion, fire or explosion, regardless of whether the cause of these arose from the interior of the vehicle or impacted the vehicle from the outside;
 - e) directly or indirectly arising from water ingress or penetration;
 - f) due to war events of any kind, civil war, terrorism, civil unrest, strikes, lockouts, seizures or other sovereign acts, or due to nuclear energy;
 - g) for which a third party outside of the scope of the contract or a repair order is to assume or routinely assume a repair order (e.g. including repair defects on preliminary repairs) as a manufacturer, supplier or seller (e.g. for defects in production, assembly, construction or organization, replacement part warranty, etc.) or another warranty, guarantee and/or insurance contract.

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2.2. The warranty does not cover

- a) compensation for direct or indirect subsequent damages (e.g. air, freight, disposal costs, towing costs, parking fees, rental car costs, compensation for lost use, subsequent damages to components not under the warranty, etc.);
- b) costs for maintenance, inspection, care, paint, cleaning work and similar applications;
- c) isolated damage to wear parts as well as for cases in which the replacement or repair of wear and tear parts is necessary due to damage covered by the warranty, this includes damage to a guaranteed part as a result of damage to a wear and tear part.

2.3. Breach of duty on the part of the warranty holder/buyer

No warranty exists further for damages

- a) due to the use of unauthorized operating materials, the use of improper or contaminated fuel, fluids, lubricants or additives, oil defects or overheating;
- b) which have arisen due to the vehicle being subject to axle or tailor loads beyond the limits defined by the manufacturer;
- c) which have arisen due to participation in driving events of a racing character or from associated practice drives;
- d) which have arisen due to changes in the factory construction of the vehicle (e.g. tuning, LPG gas conversions, chassis modification) or the installation of foreign or accessory components that have not been approved by the manufacturer;
- e) which have arisen due to a condition recognizably in need of repair, unless the condition in need of repair is demonstrably unrelated to the damage;
- f) continuing to drive the vehicle after a fault has become apparent, improper adjustment or improper repair;
- g) which have arisen due any failure directly or indirectly caused by or resulting from not maintaining the vehicle in accordance with the manufacturer's service schedule;
- h) on vehicles that have been used by the holder/buyer, at least temporarily, for the commercial carriage of people or goods (courier, express or package services) or commercial rentals to various individuals.

A prerequisite for the exclusion of the damages laid out in this subsection is that the occurrence of these damages was due to the negligent or willful breach of duty on the part of the warranty holder/buyer. The burden of proof for negligence or willful intent rests with the buyer.

§ 4 Warranty territory

The warranty applies within Europe in geographical terms.

§ 5 Processing of warranty claims

1. Obligations of the buyer prior to a warranty claim

- a) beginning from the date of inspection, taking the vehicle for maintenance and for inspection work recommended by the manufacturer, to be carried out on time (within 3 months/1.000 km) in compliance with the manufacturer's specifications.
- b) compliance with instructions by the manufacturer related to vehicle operation;
- c) immediately reporting interventions carried out on the odometer, other influences or exchanges with the seller/dealer.

2. Obligations of the buyer after the warranty claim

- a) immediately reporting the damage to the seller/dealer or to an authorized agent (see § 10 of these warranty conditions) prior to performing repairs;
- b) delivering the vehicle to the seller/dealer or a competent workshop for repairs or a technical assessment;
- c) coordinating the warranty claim and the necessary repairs with the authorized agent of the dealer;
- d) following coordination of the warranty case and issuing of the claim number, the bill for repairs or cost estimate must be presented to the seller/dealer or an authorized agent within a period of one month as of the invoicing date;
- e) providing the necessary information for determining the damage claim;
- f) approval to have the damaged component inspected at any time;
- g) providing the replacement part upon request;
- h) delivery of a written notice of claim upon request;
- i) presentation and submission of original receipts of the performed maintenance work upon request;
- j) reduction of damage claim, whenever possible;
- k) compliance with the instructions of the seller/dealer or an authorized agent.

3. Preconditions for settlement

- a) a precondition for settlement in accordance with these warranty conditions also includes declarations by agents that the claim involves damages subject to the warranty in accordance with these conditions (here, the agent shall specify a claim number and therewith issue an approval for repair);
- b) the claim number contained in the notice of claim, the performed or required work, the replacement part numbers, the replacement part prices and the labor costs with the work time values must individually be listed in the repair receipt or the cost estimate;
- c) the seller/dealer shall be released from performing services should the buyer violate the obligations specified in § 5, subsection 1 and subsection 2, regardless of whether this impedes or has impeded the determination of the occurrence or the scope of the warranty claim by the seller/dealer or an authorized agent.

4. Obligations of the seller

- a) performance of the repairs or designation of a competent workshop for carrying out the repairs;
- b) payment of the repair costs covered by the warranty in accordance with the repair receipt or the cost estimate;
- c) provided that the seller/dealer or a competent workshop specified by the seller/dealer is unable to perform the repairs (e.g. in the case of a stay abroad), the agent shall participate in the coordination of the warranty claim and of the required scope of repairs.

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§ 6 Duration of warranty

The warranty commences on the date specified in the warranty certificate and terminates upon expiration of the agreed period of the warranty (in time or mileage whatever comes first) without the need for a notice of termination.

§ 7 Change of ownership

The warranty will be terminated upon sale of the vehicle to a commercial reseller unless the commercial reseller is an authorized Norwegian Jaguar Land Rover retailer. Furthermore the warranty remains with the vehicle in case of a private vehicle purchase (end customer to end customer). In both cases the reselling vehicle owner is obliged to inform the selling retailer accordingly.

§ 8 Limitation period

All claims arising from a warranty case lapse after six months of occurrence of the damage claim.

§ 9 Statutory warranty claims

The buyer's statutory warranty claims remain unaffected.

§ 10 Agent

The agent of the seller/dealer concerning these warranty conditions is Real Garant Versicherung AG, Marie-Curie-Straße 3, 73770 Denkendorf, www.realgarant.com.

The commissioning refers to the processing of warranty claims in the name and on behalf of the seller/dealer.