

Eriba warranty conditions

1. Assignment of claims under the new vehicle warranty applicable to Volkswagen AG Commercial Vehicles

Hymer GmbH & Co. KG hereby assigns its rights under the new vehicle warranty of Volkswagen AG Nutzfahrzeuge (VW warranty), along with the paint and bodywork warranty to the purchaser of the vehicle bearing the ERIBA brand (vehicle).

The VW warranty shall begin from the warranty start date stated in the seller's warranty registration.

Any and all rights under the VW warranty are assigned as they are. The German language version is therefore solely legally decisive, particularly, but not only for the content and scope of the rights. The translation is for information purposes only.

2. Eriba warranty

I. General information

Hymer GmbH Co. KG – as the owner of the ERIBA brand (warrantor) – hereby grants the vehicle owner (warranty holder) a warranty in accordance with the following provisions (Eriba warranty).

The Eriba warranty shall not restrict the non-remunerated statutory rights of the warranty holder as the purchaser of the vehicle in the event of defects vis-a-vis the seller of the vehicle, as well as possible claims under the Product Liability Law against the warrantor as the vehicle's manufacturer.

The conditions of the VW warranty shall apply mutatis mutandis to the Eriba warranty, unless otherwise stipulated below.

II. Scope of the Eriba warranty

The Eriba warranty shall apply to Eriba vehicles from model year 2026 onwards that have been ordered for the first time from Hymer GmbH & Co. KG or an authorised Eriba dealer.

III. Start and duration of the Eriba warranty, territorial scope of application

The warrantor hereby grants the present warranty, assuming that the vehicle is delivered or registered in the territory of the European Economic Area (EEA, i.e. the countries of the European Union, Norway, Iceland and Liechtenstein) and Switzerland. Should the vehicle be delivered or registered outside this area, this warranty shall not apply.

The warranty shall remain valid for five years from the start of the warranty or for the first 150,000 kilometres, whichever comes first.

The warranty period shall begin on the warranty start date stated in the seller's warranty registration.

IV. Content and scope of the Eriba warranty

The Eriba warranty shall apply to all defects occurring during the warranty period with regard to the bodywork, installations, conversions and other modifications of the vehicle performed by the warrantor (warranty object), which are demonstrably based on material or manufacturing defects attributable to the warrantor (warranty case).

Leaks shall be covered by this Eriba warranty to the extent that they affect the following parts of the vehicle's construction, installation, removal and conversion: External connecting seams (roof/side wall, roof/rear wall, roof/cab, walls/underbody, chassis/underbody) and external sealing seams between built-in parts and the cut-out sections in the body (doors, windows, service and garage hatches, roof hatches, and water filling devices).

With regard to the content and scope of this warranty, express reference is hereby made to Clause 6 of the VW warranty. In particular, attention is hereby drawn to the fact that, in accordance with Clause 6.3 of the VW warranty, no claims beyond the rectification of defects shall be granted.

V. Requirements for the Eriba warranty

The assertion of a claim under the warranty shall require, in addition to the VW warranty conditions set out in Clause 5, the following:

- The warranty has been registered by an authorised Eriba partner.
- The maintenance intervals have been adhered to. The following shall also apply:

The warranty holder shall be obligated to have an annual leak test performed on the vehicle. This test must be performed by the seller (or an authorised contractual partner) in accordance with the manufacturer's leak test protocol.

The costs of the leak test shall be borne by the warranty holder.

In order to maintain the warranty claims, the annual leak tests must always be performed in the period from 6 months before to 6 months after the start of this warranty specified in Clause III.

Printed copies of the leak test reports must be filed in the warranty holder's service documents as proof.

- The warranty certificate is to be presented.

Otherwise, the warrantor shall be released from their obligation under this warranty. The latter shall only not apply if the customer can prove that a failure to comply with this requirement did not trigger the warranty claim.

VI. Warranty claim, exclusion and cancellation, transfer of the Eriba warranty

A warranty claim shall be deemed to exist in the event of any malfunction affecting the object under warranty that is due to a defect in material or workmanship. In particular, a warranty claim shall be excluded if the defect has arisen because:

- The warranty object has been improperly repaired, improperly maintained or improperly cared for by the warranty holder personally or by a third party, unless this was realised as part of a warranty service by the warrantor; or

- The regulations governing the operation, handling and care of the object under warranty, which result from the operating instructions, have not been followed; or
- Parts have been fitted or installed in the object subject to warranty, the use of which has not been authorised by the warrantor; or
- The warranty object has been improperly handled or overused, e.g. due to overloading; or
- The warranty object has been damaged by external influences (e.g. accident, hail, flooding); or
- The warranty holder has not reported a defect immediately; or
- The warranty holder has not immediately provided the opportunity to rectify the defect despite being requested to do so.

Natural wear and tear, i.e. normal signs of wear and tear of the warranty object that have not been caused by defects in material or workmanship, and consequential damage caused by natural wear and tear are not covered by this warranty.

In the event that the vehicle is sold, the warrantor hereby agrees to the new purchaser taking over the warranty contract. The new purchaser shall take the place of the warranty holder and may assert the rights arising from the warranty to the extent that it exists at the time of the takeover.

VII. Statute of limitations

Claims arising from the Eriba warranty due to a defect asserted within the warranty period shall expire after 6 months. The limitation period shall begin upon discovery of the defect, or upon discovery of gross negligence regarding the defect.

VIII. Contact and processing of the warranty claim

A warranty claim must be submitted to an authorised service partner of the warrantor, or to the warrantor:

Hymer GmbH & Co. KG
Holzstraße 19
88339 Bad Waldsee
E-mail: service@service.eriba.com
Telephone: +49 7524 999360

The following shall apply to the processing of a warranty claim:

- Claims arising from this warranty (i.e. pertaining to the warranty object specified in Clause IV) must be asserted with an authorised Eriba partner.
- Claims under the VW warranty (i.e. pertaining to the chassis) must be asserted in accordance with Clause 7 of the VW warranty.
- In case of any doubt regarding the allocation of claims, the warranty holder must contact an authorised Eriba partner. If necessary, this can be obtained from the contact address of the warrantor.



A. New vehicle warranty from Volkswagen AG Commercial Vehicles (as of October 2024)

Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg (warrantor), hereby grants its customers (warranty holder) a warranty for brand-new vehicles of the Volkswagen Commercial Vehicles brand with regard to all defects in materials and workmanship as per the following conditions.

1 General, material, and temporal scope of application

- 1.1 The warranty granted to the warranty holder under this new vehicle warranty (hereinafter also referred to as: "warranty") shall apply in addition to the prevailing statutory warranty rights. The warranty shall not restrict the non-remunerated statutory rights of the warranty holder as the purchaser of the vehicle in the event of defects vis-a-vis the seller of the vehicle, as well as possible claims under the German Product Liability Act (Produkthaftungsgesetz) against the warrantor as the vehicle's manufacturer.
- 1.2 The warranty shall apply to a vehicle of the Volkswagen Commercial Vehicles brand that is sold by Volkswagen AG or an authorised dealer of the Volkswagen Commercial Vehicles brand based in Germany and is ordered with binding effect from 01.10.2024. All model variants of the Transporter 6.1, Caravelle 6.1, California 6.1 and Multivan 6.1 are hereby excluded.
- 1.3 The warranty shall remain valid for five years from the start of the warranty or for the first 150,000 kilometres, whichever comes first. Within the first two years from the start of the warranty, this warranty shall be valid without a kilometre limit.
- 1.4 The warranty shall not apply to free and chargeable digital offers and services that can be subsequently activated by the warrantor via digital interfaces (e.g. "Car Net," "We Connect," "VW Connect," "Connect Pro," " and other "Volkswagen App" services).
- 1.5 The warranty shall also not apply to high-voltage batteries, paint, and bodywork, unless the separate warranty conditions for high-voltage batteries, paint and bodywork pertain to individual provisions of the new vehicle warranty.

2 Spatial scope of application

Subject to Clause 1.2, the warrantor hereby grants the present warranty if the vehicle is delivered or registered in the territory of the European Economic Area (EEA, i.e. the countries of the European Union, Norway, Iceland, and Liechtenstein) and Switzerland. Should the vehicle be delivered or registered outside this area, this warranty shall not apply.

3 Start of warranty

The warranty period shall begin from the date the vehicle is handed over by the warrantor or an authorised Volkswagen Commercial Vehicle Partner to the first purchaser or from the date of first registration, whichever occurs first. Irrespective thereof, the warranty period shall begin when the vehicle is delivered, registered, or used by an authorised Volkswagen Commercial Vehicle Partner in the European Economic Area (EEA) and Switzerland.

4 Requirements for a warranty claim

A claim under the warranty shall only be deemed to exist if all service interval work is performed during the warranty period in accordance with the logbook or the service interval display in the digital instrument cluster, as specified by the warranty provider. Otherwise, the warrantor shall be released from their obligations under this warranty. The latter shall only not apply if the customer can prove that a failure to comply with this requirement did not trigger the warranty claim.

5 Existence of a warranty case

- 5.1 A warranty claim shall be deemed to exist in the event of any malfunction affecting the vehicle that is due to a defect in material or workmanship. In particular, a warranty claim shall be excluded if the defect has arisen because:
 - The vehicle has previously been improperly repaired, improperly maintained, or improperly serviced by the warranty holder personally or by a third party, unless this was performed as part of a warranty service by an authorised Volkswagen Commercial Vehicle Partner; or
 - The regulations governing the operation, handling, and care of the vehicle, which result from the operating instructions, have not been followed; or
 - Parts have been fitted or installed in the vehicle, the use of which has not been authorised by the warrantor, or the vehicle has been modified in a manner not authorised by the warrantor (e.g. tuning); or



- The vehicle has been improperly handled or overloaded, e.g. during motorsport competitions or due to overloading; or
- The vehicle has been damaged by external influences (e.g. accident, hail, flooding); or
- The warranty holder has not reported a defect immediately; or
- The warranty holder has not immediately provided the opportunity to rectify the defect despite being requested to do so.

5.2 Natural wear and tear, i.e. normal signs of wear and tear of the vehicle that have not been caused by defects in material or workmanship, and consequential damage caused by natural wear and tear are not covered by this warranty.

5.3 Third-party attachments, third-party installations, and third-party conversions, as well as defects in the vehicle caused by these, shall not be covered by this warranty. The same shall apply to accessories that were not installed and/or supplied by the factory.

6 Performance of the warrantor in the event of a warranty claim

6.1 Should a warranty claim be asserted, the warrantor shall have the defect rectified free of charge by an authorised Volkswagen Commercial Vehicles service partner (rectification).

6.2 As part of the defect rectification process, the warrantor may, at their own discretion, either replace or repair the defective part. Replaced parts shall become the property of the warrantor.

6.3 This warranty shall not grant any claims against the warrantor beyond the rectification of defects. In particular, this warranty shall not cover any claims for delivery of a defect-free vehicle (replacement delivery). The same shall apply to claims for compensation, e.g. for the provision of a replacement vehicle, for damages or for compensation for futile expenses. This shall also apply if a defect cannot be finally remedied by way of subsequent improvement.

Claims due to intentional (or grossly negligent) conduct on the part of the warrantor and their vicarious agents and legal representatives and claims due to injury to body or health shall hereby remain unaffected.

6.4 For parts installed or repaired under warranty, the warranty holder may assert claims under the warranty until the end of the warranty period or within a period of three months, whichever occurs later.

7 Processing the warranty claim

The following shall apply to the processing of a warranty claim:

- Claims under this warranty may only be asserted to authorised Volkswagen Commercial Vehicles service partners in the EEA and Switzerland.
- Should the vehicle become inoperable due to a defect, the warranty holder shall be obligated to contact the nearest authorised Volkswagen Commercial Vehicles service partner. They shall then decide on whether the necessary work is to be performed on site or in its workshop.
- Potential claims of the warranty holder under the Volkswagen LongLife Mobility warranty or a comparable mobility warranty shall hereby remain unaffected.

8 Transfer of the warranty

In the event that the vehicle is sold, the warrantor hereby agrees to the new purchaser taking over the warranty contract. The new purchaser shall take the place of the warranty holder and may assert the rights arising from the warranty to the extent that it exists at the time of the takeover.

B. Paint and bodywork warranty

In addition, the warrantor hereby assumes liability for new vehicles with regard to the bodywork:

- a 3-year warranty against paint defects and
- a 12-year warranty against rust penetration.

Rust penetration within the meaning of this warranty shall be understood as sheet metal perforation on the bodywork that has progressed from the inside (cavity) to the outside.

With the exception of the warranty period, all provisions of the new vehicle warranty shall apply accordingly to the paint and bodywork warranty.

C. High-voltage battery (BEV¹ and PHEV²)

1 Durability warranty for BEV and PHEV vehicles

The warrantor hereby grants the purchaser of a brand-new, electrically powered BEV or PHEV vehicle a warranty for the high-voltage battery with regard to all defects in material and workmanship for eight years or for the first 160,000 km, whichever occurs first. This warranty shall not cover any loss of the net battery energy content of the high-voltage battery (see the separate net battery energy content warranty for BEV vehicles in Clause C.2).

2 Net battery energy content warranty for BEV vehicles

In addition thereto, the warrantor hereby grants the purchaser of a brand-new electrically powered BEV vehicle a warranty for an excessive loss of the net battery energy content of the high-voltage battery for 8 years or 160,000 km of the vehicle's mileage, whichever occurs first, in accordance with the following conditions:

- 2.1** Should an energy content measurement of the battery at a Volkswagen Commercial Vehicles service partner within the warranty period show that the net battery energy content is less than 70% of the net battery energy content on delivery to the original purchaser ("initial value"), this shall constitute an excessive loss of net battery energy content within the meaning of these warranty conditions.

Note:

The net battery energy content corresponds to the usable battery energy content and can be viewed in the contract documents for the vehicle order (stated in kWh). For technical reasons, the nominal energy content of the battery is higher than the net battery energy content.

At the Volkswagen Commercial Vehicles service partner, the net battery energy content is determined by measuring the usable capacity (in Ah) at a qualified charging stroke and multiplying this value by the nominal voltage of the battery.

- 2.2** If there is an excessive loss of net battery energy content in accordance with Clause C.2.1, this shall be rectified free of charge for the customer in such a way that at least the following net battery energy content is restored:

- (a) Up to a maximum of 60,000 kilometres driven with the vehicle or 3 years after initial delivery, depending on which of the two events occurs first: 78 % of the initial value;
- (b) Up to a maximum of 100,000 kilometres driven with the vehicle or 5 years after initial delivery, depending on which of the two events occurs first: 74 % of the initial value;
- (c) Up to a maximum of 160,000 kilometres driven with the vehicle or 8 years after initial delivery, depending on which of the two events occurs first: 70 % of the initial value.

Example: If the net battery energy content remains at 69% with a vehicle age of four years and a mileage of 90,000 km, then a net battery energy content of at least 74% must be achieved as part of the defect rectification.

¹ BEV = Battery Electric Vehicle

² PHEV = Plug-in Hybrid Electric Vehicle

3 Warranty exclusion and limitations

Warranty coverage for high-voltage batteries is hereby excluded if the malfunction (or excessive loss of net battery energy content) is due to the fact that:

- The high-voltage battery is removed from the vehicle, improperly opened or no longer operated in conjunction with the vehicle; or
- The regulations governing the operation, handling, and care of the vehicle (in particular, the care instructions for charging and the state of charge of the high-voltage battery), which stem from the operating instructions enclosed with the vehicle, have not been followed; or
- The high-voltage battery has come into direct contact with naked flames; or
- The high-voltage battery is cleaned using a high-pressure or steam jet cleaner, or water or aggressive liquids are applied directly to the high-voltage battery.

All other provisions of the new vehicle warranty shall also apply accordingly to the high-voltage battery. If reference is made to a vehicle defect, the regulations are to be understood as applicable not only to a malfunction of the high-voltage battery, but also to an excessive loss of the net battery energy content within the scope of Clause C.2.