



Warranty guide & information

2019

Our services

www.myway.be/en/services/warranty

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I. Statutory warranty

This warranty does not affect the application of the statutory warranty provided for in Article 1649 bis to 1649 octies of the Belgian Civil Code. As second-hand goods are involved in this case, the Parties expressly agree to limit the statutory guarantee to a period of 12 months (1 year) in accordance with Article 1649quater of the Civil Code.

To be covered, the vehicles must be registered in Belgium, Luxembourg, France, the Netherlands or Germany and the owner must be domiciled in one of these countries. 'Domiciled' refers to the place where the owner of the vehicle has official residence.

II. Warranty

When purchasing a My Way used car, you benefit from a warranty of at least one year (12 months) as of the date of delivery, at the authorised My Way dealer of your choice.

This warranty covers all forms of damage (including parts and labour) but excludes wearing parts, parts falling under the service plan, damage after bodywork repairs, and accessories.

This guarantee can be extended for a period of up to 24 months subject to payment of a supplement.

Repairs covered by this warranty are those repairs that are required to bring the vehicle into line with the sales contract within the meaning of Articles 1649 bis to 1649 octies of the Civil Code, but excluding any accidents or vehicle adjustments or any faults or incidents due to normal wear and tear of the vehicle or use by the owner and/or the user that is not in accordance with the purpose of the vehicle, and the warranty does not cover normal maintenance during the cover period. This warranty is separate from the manufacturer's contractual warranty, which remains in place for the purchaser of the used car in those cases in which it applies. This warranty in no way replaces the warranty against hidden defects or the professional civil liability of the repairer and complements other agreements entered into by the purchaser.

By 'normal wear and tear' we mean the gradual deterioration in quality resulting from the inevitable effects of friction and/or corrosion that can be expected during normal use of the car, in view of the year of construction and the mileage.

By 'normal maintenance' we mean the periodic replacement of parts, the adjustment and periodic replacement of fluids, the fluids required for lubrication, cooling and vehicle braking, and the adjustment and replacement of parts by a professional garage.

Throughout the term of the agreement, maintenance shall be performed by the 'Authorized My Way Distributor' who sold you the vehicle or by a brand-authorized dealer, whereby the maintenance shall be demonstrated by means of an invoice.

By 'user' we mean the owner or the person who with the permission of the owner is using and driving the vehicle covered by the My Way warranty for used cars at the time the incident is reported or the vehicle is handed over to the repairer.

The work or repairs undertaken by the service provider shall be performed with the permission and under the supervision of the user. For the cost of repairs and of delivery of the parts that are not covered by the insurer, we recommend asking for a quotation in advance – a service which is subject to payment in certain cases. The service provider shall be solely responsible for any work or repairs performed.

This statutory My Way warranty for used cars cannot be transferred when the purchaser sells his/her vehicle to a professional car dealer.

The warranty may be transferred to a new, non-professional owner of the vehicle on condition that since the vehicle was purchased, it has been maintained in accordance with the requirements given in the manufacturer's warranty booklet and that the new owner accepts these conditions. Full contact details of the new owner shall be submitted within five (5) days of the date of registration to the dealer who has sold the vehicle. This also applies to a transfer taking the form of a gift or of an inheritance.

In case of total loss of the vehicle, the cover shall be automatically terminated.

In case of theft, attempted theft or accident, the damage caused by this theft, attempted theft or accident is not covered by this agreement.

Fire damage and damage arising from vandalism are also excluded.

Under no circumstances may the compensation paid in the context of a claim under the statutory My Way warranty for used cars exceed the market value of the vehicle on the day preceding the most recent claim. This limitation also applies in case of application of article 1649 quinquies of the Civil Code.

II.1 Exclusions

All parts making up the chassis and the bodywork in general, as well as door hinges and door stops, the paint, the sunroof (except the mechanism and the motor), the whole of the folding roof (except its mechanism and motor), the seats*, the carpet, all the exterior and interior lining of the vehicle, the dashboard, the console, all insulation, all interior fittings, all windows (with or without frosting), the rear-view mirror mechanism and the wheel rims.

(*) The following are expressly excluded: defects in parts used for heating/cooling the seats due to: perforations or cuts in the leather or fabric cover caused by all types of objects (e.g. keys, ballpoint pens, pocket knives), spilt liquids that may result in a short-circuit of the heating/cooling elements, and standing or jumping on the seats which may result in failure of the heating/cooling systems.

All wearing parts such as the brake pads, brake linings, brake discs, brake drums, hand brake, clutch, stop mechanism, windscreen wipers, windscreen wiper arms, tyres and wheels, the whole exhaust system such as exhaust pipes, silencers, catalytic converters, particulate filters, exhaust pipes, exhaust suspension, shock absorbers and stops and suspensions, air suspension, ball joints, suspension arms, bearings in general, bushings, all front and rear light units, indicator units (including modules), all types of lamps (xenon, LED, halogen, etc.), interior lighting, all types of keys and remote controls, all types of cables, the vehicle's electrical wiring, connectors, fuses, the cigarette lighter, alarm system, hoses and tubes and all belts, as well as the cambelt, all rollers, all tensioners and all discs as well as the crankshaft pulley, tanks, pedals, gear lever, seatbelts and handles (except keyless contact systems).

All maintenance work such as all filters, all ignition types, the belts, all liquids and gases, geometric testing, removal of and filling with air-conditioning gas, all updates, tests, environmental costs, small-scale deliveries and all damage caused by dismantling covered and uncovered parts.

Damage resulting from the installation or use of non-original equipment or accessories and more generally, any vehicle transformation resulting in this or these no longer having the characteristics specified by the manufacturer.

The battery and all damage resulting from or relating to a fault in and/or malfunction of the battery of hybrid and electric vehicles.

All parts of the power supply, the electric or hybrid drive system, including but not limited to batteries, regenerative braking systems and electronic memory systems.

III. Replacement Car Guarantee

III.1 Replacement Car Guarantee (assistance service) 24h/day

All you need to do is call one of the following phone numbers:

+32 (0)2 756 86 81 for Audi;

+32 (0)2 756 86 88 for Volkswagen and for Volkswagen Commercial Vehicles;

+32 (0)2 756 86 89 for Škoda;

+32 (0)2 756 86 87 for Seat.

There is always the chance that a sudden fault may occur that puts your car off the road. As the driver of a car sold by the My Way network and maintained and repaired according to the instructions of the manufacturer by an Audi, Seat, Škoda, Volkswagen or Volkswagen Commercial Vehicles dealer, you can enjoy the Replacement Car Guarantee, without any time or mileage restrictions.

Your Replacement Car Guarantee will be renewed at the time of every service, on condition that the service is performed by a member of the official network of your vehicle brand in accordance with the instructions of the brand manufacturer.

Your vehicle will benefit from the free replacement car guarantee in case of breakdown in Belgium or in the following countries:

Andorra, Austria, the Azores, the Balearic Islands, Bosnia-Herzegovina, Bulgaria, the Canary Islands, Croatia, the Czech Republic, Denmark, Estonia, Finland, France (excluding overseas territories), Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, the United Kingdom and Vatican City, unless the country in question is a declared or de facto war zone.

III.2 Provisions of your Replacement Car Guarantee in case of a breakdown

- No on-the-spot payments;
- Breakdown assistance for your vehicle 24/7;
- If necessary, towing of your vehicle to the dealer of your choice for your vehicle brand. If you are abroad, you will be towed to the nearest dealer of your vehicle brand;
- A replacement vehicle for up to 3 working days (if your car is an Audi, 5 working days, and if you are driving a Seat, 3 or 5 working days, depending on your specific model) or an overnight stay in a hotel (including breakfast) for all passengers (if your car is an Audi, up to 5 nights and if you are driving a Seat, up to 3 nights);
- Alternatively, for the Audi, Seat and Škoda brands, you can choose to continue your journey by plane or by train;
- Costs paid as a result of your vehicle being off the road: taxi, train or coach/bus fares up to €80 (€100 for Seat);
- In the case of Audi only: the cost of urgent delivery of an unavailable part and phone and parking expenses up to €30.

III.3 What exclusions apply?

The following are not covered by the Replacement Car Guarantee:

- Accidents (except in the case of Seat);
- Getting stuck against an object in an (underground) indoor car park;
- Vandalism;
- Freezing of the fuel;
- Being taken off the road due to a fire caused by an external event or a natural disaster, such as a flood;
- Self-inflicted incidents, such as:
 - the loss of papers;
 - running out of fuel (except in the cases of Audi and Seat);
 - a lost or stolen key (except abroad);
- Air-conditioning problems;
- Water coming into the vehicle;
- Dashboard instruments not working (e.g. the odometer);
- Faults resulting from driver negligence;
- Trailers/caravans;
- Theft of a vehicle or of items that were in or on the vehicle;
- Non-standard luggage;
- Goods inside the vehicle;

- Animals in the vehicle;
- Fuel costs;
- Toll charges;
- Use of the vehicle in competitions or off-road use;
- Costs of other meals other than breakfast (included in hotel expenses pending repairs to the vehicle).

The Replacement Car guarantee shall not cover the actual repair costs or the price of spare parts at the authorised dealer. The Replacement Car Guarantee will not cover the breakdown service or any towing if this guarantee was not invoked, unless the towing was organised by the police or on certain European motorways (e.g. in France), subject to the provision of supporting documents.

The assistance services shall be requested at the time of the events justifying the invocation of the Replacement Car Guarantee. There is no entitlement to any subsequent reimbursement or compensation payment for services not requested at the time of the situation or that were refused or not organised with the consent of those in charge of the Replacement Car Guarantee. For each request by a user, those in charge of the Replacement Car Guarantee will check whether it meets the criteria and ask him or her to provide the following information:

- The chassis and registration number;
- The owner's name and address, the brand and model of the vehicle, the location of the vehicle and any other additional information he or she deems useful.

The services may not under any circumstances give rise to any financial benefit to the user. Instead, they are intended to help the user, within the scope of this agreement, in case of unexpected or accidental events.

The services provided for by the Replacement Car Guarantee shall be performed when the vehicle is rendered out of action due to a breakdown (including a

self-inflicted breakdown: see below).

By 'breakdown' we mean any mechanical failure of the vehicle that is the result of inappropriate assembly or a faulty part that makes normal use of the vehicle impossible, resulting in the vehicle being off the road. Below is a full list of the circumstances regarded as self-inflicted and therefore deemed to constitute a breakdown:

- A flat tyre;
- A problem with the battery;
- Damage caused by martens.

The vehicle is deemed off the road if the event has the direct effect that it cannot be driven any more or unsuitable for use in traffic according to the traffic regulations.

TOWING SERVICE IN BELGIUM AND ABROAD

A. IN BELGIUM

If necessary, those in charge of the Replacement Car Guarantee shall organise and pay for the towing of the vehicle that is off the road to the customer's chosen authorised dealer of the car brand. Under no circumstances may the number of passengers in the insured vehicle exceed the maximum permitted by the manufacturer.

B. ABROAD

If necessary, those in charge of the Replacement Car Guarantee shall organise and pay for the towing of the vehicle that is off the road abroad to the nearest authorised dealer of the car brand.

Under no circumstances may the number of passengers in the insured vehicle exceed the maximum permitted by the manufacturer.

The Replacement Car Guarantee shall not cover the actual repair costs or the price of spare parts.

EXCLUSIONS AND RESTRICTIONS

The following are excluded from the Replacement Car Guarantee:

- Vehicles participating in a motor competition (race, rally, etc.) or acting as an assistance vehicle, in whatever form, for such a competition and vehicles used for a fee (taxis, etc.);
- Damage that occurs during or is caused by the following events or situations: collision, traffic accident, vehicle fire, broken glass, theft or attempted theft of the vehicle, vandalism, unrest, riots, natural disasters;
- Events resulting from an intentional act or the use of alcoholic beverages or other narcotics or stimulants;
- The vehicle being off the road for maintenance/servicing;
- Repeated faults as a result of a failure to make repairs to the vehicle (e.g. a flat battery) after our initial intervention;
- Customs duties;
- The price of parts, the cost of maintenance/servicing of the vehicle and repair costs of any kind;
- Fuel and lubrication costs and toll charges;
- Cost of assessment by the garage, and dismantling costs;
- Medical transport/repatriation and medical costs in general;
- The cost of meals and refreshments;
- All costs not expressly indicated in the agreement.

GENERAL PROVISIONS

- For all problems arising from this agreement, the parties undertake to initially seek to reach an amicable settlement. If they are unsuccessful, the dispute shall be passed to the courts of Brussels;
- Those in charge of the Replacement Car Guarantee cannot be held liable for delays, negligence or problems relating to the assistance service if they can not be attributed to them or are the result of a case of force majeure.