



Commercial Warranty Contract

CIPANGUO (A French simplified joint-stock company with a capital of €1,437,500.00, whose headquarters are located at 4600 Route de Bayonne, Lieu-dit Bellehourcq, 40390 Sainte-Marie-de-Gosse, France, listed in the Trade and Company Register in Dax, France, under number 812 776 557, telephone: +33559451144), will reimburse or replace free of charge, and at its discretion, any defective **AKISUNG** brand part or accessory (hereinafter referred to as a «Product») covered under this warranty within the terms, limitations, and exclusions set forth below.

This warranty is included in the price of the Product.

Warranty coverage area

This warranty is valid throughout France (including its overseas departments, regions, and collectivities) and the European Union. It is not valid if the Product was purchased from a seller outside of this coverage area.

Warranty coverage and purpose

3 years or 30,000 km: brake shoes (excluding asymmetrical wear, pads contaminated with brake fluid, friction lining, worn pad surface with scoring); handbrake shoes, brake pads (excluding asymmetrical pad wear on one axle, brake pads contaminated with brake fluid).

3 years or 60,000 km: shock absorbers.

3 years or 100,000 km: steering components.

5 years or 80,000 km: clutch (except blued mechanisms, broken springs inside the disc, torn-off or misaligned dogs, worn diaphragm/bearing contact surfaces, thrust bearing), diesel fuel injection and ignition (excluding glow plugs).

5 years or 100,000 km: belts and timing belts, engine parts, including turbocharger (excluding evidence of unburned fuel or coking of oil passages, disruptive factors including ingestion of foreign objects, thermal shock), hydraulic components (provided that hydraulic fluid has been changed at least every two years), exhaust system, other brake components (excluding the presence of dirt in the calipers or brake components), starters/alternators/electricity (excluding regular wear due to normal use and recommended maintenance, presence of foreign elements, signs of advanced oxidation), cooling/heating/air conditioning/bodywork/lighting system/headlights (excluding upholstery), pivoting axle hubs/transmission/transfer case/gearboxes (excluding filters).

The warranty period begins at the date of purchase of the Product, with no possibility of extension.



Limitations and exclusions

This warranty does not cover:

Consumable parts that experience wear as a result of normal use (including but not limited to spark plugs and filters).

Products used in competitions, rallies, races, and other similar events.

Products whose model numbers or serial numbers have been modified or are illegible.

The costs of shipping or transporting the product to CIPANGUO.

This warranty does not cover defects in the product resulting from:

Normal wear (meaning any change in the Product resulting from normal aging and any deterioration resulting from use—especially, but not limited to, abrasion, shock, torsion, discoloration, and scratches).

Products used in competitions, rallies, races, and other similar events.

Improper use of the Product or assembly, maintenance, transport, or storage not in accordance with the instructions on the packaging and/or on the document attached to the Product and/or the instructions available online.

Use of an unsuitable or low-quality fuel, oil, scouring agent, or lubricant.

An accident or deterioration, whether intentional or not, caused by external factors.

Modification or alteration of the Product.

Use with worn, defective, or unsuitable components.

Procedure for making a warranty claim

All claims under this warranty must be sent to Cipanguo, 4600 Route de Bayonne, 40390 Ste. Marie de Gosse, France, and include the proof of purchase of the Product, a photo of the Product, and a description of the defect.

The warranty claim will not be valid if the Product is not shipped in suitable packaging to the CIPANGUO headquarters address.

If CIPANGUO replaces the Product, they become the owner of the replaced Product.

Review of current legislation

The consumer has two years beginning at the date of delivery of the good to make a claim under the legal warranty in the event of a lack of conformity. During this period, the consumer is only responsible for establishing the existence of the lack of conformity, not the date it appeared.

When the sales contract for the good provides for supplying digital content or a digital service on a continuous basis for a period longer than two years, the legal warranty is valid for this digital content or this digital service for the entire period of the scheduled supply. During this period, the consumer is only responsible for establishing the existence of the lack of conformity affecting the digital content or digital services, not the date it appeared.

The legal warranty of conformity obliges the professional, if necessary, to provide all the updates required to maintain the conformity of the good.

The legal warranty of conformity gives the consumer the right to repair or replace the good within a period of 30 days following the consumer's request—at no extra cost and with no major inconvenience for the consumer.

If the good is repaired within the framework of the legal warranty of conformity, the consumer will benefit from a six-month extension of the initial warranty.

If the consumer requests that the good be repaired but the seller imposes its replacement, the legal warranty of conformity will be renewed for a period of two years beginning at the date the good was replaced.

The consumer can obtain a discount on the purchase price by keeping the good or terminating the contract by receiving a full refund for returning the good, if:

- I.** The professional refuses to repair or replace the good.
- II.** The repair or replacement of the good happens after a 30-day period.
- III.** The repair or replacement of the good causes a major inconvenience for the consumer—specifically when the consumer ultimately bears the costs of the trade-in or removal of the nonconforming good, or if the consumer bears the installation costs of the repaired or replaced good.
- IV.** The nonconformity of the good continues despite the attempts by the seller to bring it into conformity.

The consumer is also entitled to a discount on the price of the good or the termination of the contract when the lack of conformity is so serious it justifies the immediate discount of the price or the termination of the contract. The consumer does not have to request the repair or replacement of the good ahead of time.

The consumer is not entitled to cancellation of the sale if the lack of conformity is minor.

When the product is immobilized for repair or replacement, the remaining warranty will be suspended until the delivery of the repaired product.

The rights cited above stem from the application of Articles L.217-1 to L.217-32 of the French Consumer Code.

A seller who, in bad faith, obstructs the implementation of the legal warranty of conformity, will be liable to a civil fine of up to €300,000, which could increase to 10% of the average annual turnover (Article L.241-5 of the French Consumer Code).

The consumer also benefits from the legal warranty against hidden defects in Articles 1641 to 1649 of the French Civil Code for a period of two years from the discovery of the defect. This warranty entitles the consumer to a price discount if the good is kept or to a full refund in exchange for the return of the good.