Legal and commercial warranty: general conditions and warranty policy

1. Purpose and scope of application:

This document regulates the conditions and scope of the warranty applicable to tyres manufactured and marketed by Rebel Tyres S.L., as well as those supplied and sold through its distribution network and authorised workshops.

1.1. Scope of application:

1.1.1. Covered goods:

All new tyres from **Rebel Tyres S.L.** distributed and sold to end consumers, directly or indirectly, through authorised distributors and workshops.

1.1.2. B2C relationships:

The legal guarantee of conformity is binding on all direct sellers to end consumers, in accordance with *RDL* 1/2007, Articles 114 and 115.

1.1.3. B2B relationships:

Sales between manufacturers, distributors and workshops are governed by the provisions on hidden defects in the Civil Code (Articles 1484–1485 CC).

1.1.4. Territorial scope:

Mainland Spain, the Balearic Islands, the Canary Islands, Ceuta and Melilla.

1.1.5. Exclusions:

Used tyres are excluded (unless expressly agreed) as are those intended exclusively for competition or extreme professional use, unless covered by an additional written commercial warranty.

2. Definitions and key terms:

2.1. Consumer:

Natural or legal person acting for purposes unrelated to a business or

professional activity, recipient of goods or services for end use.

2.2. Seller:
Natural or legal person, public or private, acting in the exercise of a commercial, industrial, craft or professional activity, including the distribution and sale of consumer products.

2.3. Manufacturer:
Natural or legal person who manufactures a product or has it manufactured, and places it on the market under their name, brand or distinctive sign.

2.4. Consumer goods:
Any movable property that is the subject of a sale, intended for the consumer or user for their private use.

2.5. Sales contract:
Agreement whereby the seller transfers ownership of the goods to the consumer in exchange for a specified price.

2.6. Lack of conformity:
Failure to comply with the conformity requirements set out in the sales contract, including the description, suitability for normal use and expected quality.

2.7. Hidden defect:
A defect not apparent upon reasonable inspection, existing at the time of sale and rendering the item unfit for its intended use or diminishing its value to such an extent that the buyer would not have purchased it or would have paid a lower price for it.

2.8. Legal guarantee of conformity:
The seller's obligation to deliver goods in conformity with the contract and to be liable for any lack of conformity which becomes apparent within two years of delivery.

2.9. Initial presumptive period:
A period of six months from delivery during which it is presumed that any lack of conformity existed at the time of delivery, unless the seller proves otherwise.

2.10. Commercial warranty:
Additional voluntary commitment by the manufacturer or distributor that extends the conditions or terms of the statutory warranty in

writing, without replacing or reducing it.

2.11. Warranty period:
Total duration of the statutory warranty, set at two years from the date of delivery of the product to the consumer.

3. Beneficiaries of the guarantee:

3.1. Initial consumer:
Consumers who purchase consumer goods from an authorised repair shop are entitled to all rights under the legal guarantee of conformity, including repair, replacement, price reduction or termination.

3.2. Subsequent purchasers:
The legal warranty is transferable to any subsequent purchaser of the consumer goods within the warranty period. The transferee must be a consumer and the goods must have been the subject of an initial sales contract in accordance with the law.

3.3. Joint claim:
The consumer may address their claim for lack of conformity either to the seller or to the manufacturer, who shall be jointly and severally liable in accordance with the provisions of the definition of indistinct claim.

3.4. Exclusion of professional purchasers:
The warranty cannot be exercised by individuals who purchase the product outside the scope of private use or who act as professionals, unless expressly agreed to provide additional coverage.

4. Duration and warranty periods:

4.1. **Legal guarantee of conformity:**
The warranty period applicable to consumer goods is two years from the date of delivery to the consumer. During this period, the seller is obliged to remedy any lack of conformity that becomes apparent in the product.

The prior transfer of tyres to the distributor or workshop, within the framework of a B2B transaction, is subject to the hidden defects remedy provided for in the Civil Code, without such initial delivery giving rise to or interrupting the calculation of the legal warranty period established in RDL 1/2007.

4.2. Initial presumptive warranty:
During the first six months of the warranty period, it is presumed that the lack of conformity existed at the time of delivery, unless the seller can prove otherwise. This presumption makes it easier for consumers to invoke their rights without having to prove the origin of the defect.

The initial presumptive warranty and the legal warranty of conformity are considered concurrent and form a single warranty period.

4.3. Additional commercial warranty:
The manufacturer or distributor may offer a voluntary commercial guarantee that supplements the conditions and terms of the legal guarantee of conformity, provided that it does not replace or reduce the minimum legal rights.

4.4. Response and execution times:
The seller or manufacturer must resolve the claim and carry out the repair or replacement within a reasonable time frame and at no cost to the consumer, in accordance with the provisions for after-sales services.

5. Types of coverage:

5.1. Product replacement:
In the event of non-conformity, the seller or manufacturer shall replace the defective tyre with an identical one or one with equivalent performance, at no cost to the consumer, including labour, removal, fitting, transport and materials, in accordance with Article 120.a of RDL 1/2007.

5.2. Proportional price reduction:
If replacement is not feasible within a reasonable period of time, the consumer may opt for a proportional reduction in the price paid, calculated according to the degree and duration of the lack of conformity, under the terms of Article 118.1 of RDL 1/2007.

5.3. Contract rescission:
When the above options do not satisfy the consumer, or are not feasible, they may terminate the sales contract and demand a full refund of the amount paid, with the reciprocal restitution of the services provided under the terms established by law.

5.4. Order of preference and reasonable time frame:
The solutions shall be applied in the following order: replacement, price reduction and contract termination, and must be implemented within a

reasonable period of time, understood as a maximum of fourteen working days from the formalisation of the complaint, without causing undue inconvenience to the consumer.

The objective and duly justified impossibility of implementing the solution initially chosen by the consumer does not interrupt or extend the calculation of this period, and the following alternative must be offered within the same fourteen working day period.

5.5. Costs borne by the seller/manufacturer:
All the services described shall be provided 'free of charge' to the consumer, expressly including labour, dismantling, assembly, transport and materials costs, in accordance with Article 120.a of RDL 1/2007.

6. Responsibilities and obligations of the manufacturer:

6.1. Compliance requirements:
The manufacturer must ensure that all tyres placed on the market comply with the conformity requirements set out in the sales contract and in the applicable regulations (RDL 1/2007, Art. 114; Directive 2019/771).

6.2. Liability for hidden defects:
The manufacturer shall be jointly and severally liable with the seller for compensation for hidden defects in accordance with Articles 1484 and 1485 of the Civil Code, for defects that are not apparent at the time of sale.

6.3. Maintenance of technical documentation:
The manufacturer must keep quality control records, test reports and applicable ECE R75 type-approval certificates for at least 10 years (Regulation (EU) 2020/740; ECE R75).

6.4. Marking and labelling:
It is the manufacturer's obligation to ensure CE marking, load index and speed rating marking in accordance with ECE R75, guaranteeing that they are correctly affixed and legible.

6.5. Handling of complaints and warranty processes:
The manufacturer shall implement and maintain internal procedures for the receipt, processing and resolution of complaints regarding non-conformity.

6.6. Liability for defective products:
The manufacturer shall be liable for damage caused by defects in its products in accordance with Directive 85/374/EEC and Book III of RDL 1/2007 (Articles 135-146), and the consumer may claim compensation for damages.

7. Complaint procedure:

7.1. Notification of non-conformity:
The consumer must notify the seller (workshop) in writing of any lack of conformity, accompanied by **a copy of the invoice or proof of purchase and a detailed description of the defect, with photographs or expert reports if applicable and available.**

7.2. Notification deadlines:
The notification must be made within the warranty period, with claims submitted as soon as the defect is noticed being considered acceptable, without prejudice to the maximum legal deadlines (two years).

7.3. Reception and registration:
The seller and, where applicable, the manufacturer, must keep an internal register of complaints, recording the date of receipt, identification of the consumer goods, consumer details and description of the lack of conformity.

7.4. Response and execution:
Within a maximum period of fourteen working days from receipt of the complaint, the seller or manufacturer must:

- Accept or reject the claim, providing reasons.
- Initiate the chosen form of redress (repair, replacement, price reduction or termination).

7.5. Administrative and judicial remedies:
If an amicable agreement cannot be reached regarding the complaint, the consumer may:

- File a complaint with the Municipal or Regional Consumer Information Office (OMIC) or seek consumer arbitration.
- File a claim with the competent commercial or first instance courts, requesting compliance with the legal guarantee of conformity and, where applicable, compensation for damages.

8. Warranty exclusions and limitations:

This warranty does not cover defects or damage resulting from circumstances unrelated to the manufacturing process or from conditions of use and

maintenance that do not comply with the manufacturer's specifications. In particular, the following cases are excluded:

8.1. **Wear and tear:**
Tyre wear is not covered given the multifactorial nature of wear (speed of use, type of terrain, maintenance, weather conditions, etc.).

8.2. **Improper or excessive use:**
Damage caused by use other than that intended is not covered: **continuous driving at speeds higher than those approved (ECE R75), overloading or inflation pressures outside the recommended ranges, use on terrain other than that specified, or repeated impacts against hard surfaces.**

8.3. **Damage caused by external agents:**
Tyres with cuts, punctures, cracks, impacts or corrosion caused by objects foreign to the tyre or by adverse environmental conditions are excluded from the warranty.

8.4. **Unauthorised alterations:**
Defects resulting from unauthorised repairs, installations or modifications.

8.5. **Mechanical defects:**
Damage and wear caused by mechanical irregularities in the vehicle, such as alignment defects, misalignments or slack in the suspension, deformations or cracks in the rim, imbalances or deficiencies in the braking system, which may cause irregular wear or damage to the tyre, are excluded from the warranty coverage, provided that the existence of a manufacturing defect is not proven.

8.6. **Useful life and age:**
The warranty does not cover tyres whose date of manufacture (DOT code) indicates more than five years since they were first placed on the market. After this period, it is assumed that the rubber has aged beyond optimal safety and performance conditions, and therefore any subsequent defects or damage are attributed to natural deterioration.

8.7. **Tread depth less than 1 mm:**
The warranty does not apply when, measured in accordance with UNE 69005:2002, the tread depth is less than 1 mm at the TWI indicators.

9. **Applicable legislation and jurisdiction:**
This document and any disputes or claims arising from its interpretation,

compliance or enforcement shall be governed by current Spanish legislation, in particular *RDL* 1/2007 of 16 November, the Civil Code and other applicable regulations on consumer protection and commercial contracts.

In accordance with Regulation (EU) 1215/2012 (Brussels I bis), the parties submit to the jurisdiction of the competent Courts and Tribunals of the consumer's domicile, without prejudice to any actions that may be brought before consumer arbitration or mediation bodies.

In Sils, on 31 July 2023,
Rebel Tyres S.L.