

General Terms and Conditions for the Pneus Online Tyre Warranty

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Pneus Online Tyre Warranty - General Terms and Conditions

1. Subject of the Pneus Online Tyre Warranty

Tyres for private motor vehicles up to 7.5 tons, purchased directly from Pneus Online Trading.

2. Eligible person

Only the person who purchased the tyres from Pneus Online Trading and whose name the invoice is in is entitled to claim.

3. Scope, duration and extent of the Pneus Online Tyre Warranty

The tyre warranty applies to events in Europe (green insurance card). It starts from the date of purchase of the tyres and lasts for 1 year. The tyre warranty ends in the event of a claim to the damaged tyre.

The tyre warranty is expressly limited to the tyres specified in the proof of purchase, cannot be transferred and can only be claimed via Pneus Online Trading. The warranty benefit is expressly limited to the repair or delivery of spare tyres (including assembly) to an official partner of Pneus Online Trading and cannot be remunerated in any other way. The tyre warranty only covers events that are not covered by insurance companies or other service providers.

The beneficiary bears the following cost contributions (deductible): 0% in the first month from the date of purchase, 25% from the 2nd to the 6th month, 50% from the 7th month.

4. Warranty sum

The warranty benefit is limited to EUR 300 incl. VAT. per event.

5. Events and services covered by the Pneus Online Tyre Warranty

5.1 Events

An event within the meaning of these General Terms and Conditions is a process resulting in one or more defective tyres, caused by nails, sharp curbs, broken glass or other sharp objects.

5.2 Claim for compensation for the damaged tyre

In the event of an event in accordance with section 5.1, the issuer of the Pneus Online Tyre Warranty shall only bear the costs of repairing or replacing the damaged tyre. The claim for compensation corresponds to the originally paid new price for the covered, damaged tyre, limited by the agreed maximum warranty amount.

5.3 Reimbursement of costs

The reimbursement of warranty costs will be effected after authorization within a maximum of 30 days.

6. Events and costs not covered by the Pneus Online Tyre Warranty

6.1 Not covered are events,

- which are caused by natural hazards or theft;
- which occur at a profile depth of less than 3mm;
- which occur as a result of a traffic accident;
- which result due to incorrect chassis settings;
- which occur due to incorrect air pressure in accordance with the recommendations of the owner's manual of the passenger car and on the basis of the recommendations of the tyre manufacturer;
- that occur on journeys that are prohibited by law or prohibited by the authorities;
- which do not occur on public roads or unofficial roads (e.g. Off-road rides).

6.2 Consequential damage, towing costs and consequential costs such as costs for rims resulting directly from the puncture are not covered.

6.3 Not covered are costs resulting from normal wear and tear and excessive wear and tear (e.g. burn-out) are not covered.

6.4 Not covered are costs for undamaged tyres (e.g. on the same axle) are not covered .

6.5 Not covered are costs for dismantling, mounting and other costs related to the replacement of the tyre.

6.6 It does not cover events caused by the warranty holder, in particular as follows:

Abuse of alcohol, drugs or medicines; suicide or attempted suicide; participation in strikes or riots; participation in races and trainings with motor vehicles; participation in daring actions in which one knowingly exposes oneself to danger; grossly negligent or intentional acts/omissions; Committing or attempting to commit crimes or misdemeanors.

7. Obligations in the event of a claim

7.1 The beneficiary shall:

- a) to purchase the replacement tyre from Pneus Online Trading at their own expense within 5 days of the occurrence of the claim;
- b) to have the spare tyre fitted at the repair shop at its own expense;
- c) within 14 days of the date of ordering the replacement tyre, report the damage online via the link in the Pneus Online account with the documents required according to the claims form;
- d) to submit further information/documents/photos online upon request.

7.2 The beneficiary is obliged to do everything that can contribute to the reduction of the damage and its clarification.

8. Consequences of violation of the obligations to provide information and conduct

If the beneficiary violates his or her contractual or legal obligations to report, provide information or conduct and thereby influence the cause, occurrence, extent or determination of the damage, the issuer of the Pneus Online Tyre Warranty may refuse or reduce warranty services or claim damage incurred as a result. A reduction in the warranty is waived if the person entitled to claim can prove that his or her conduct did not adversely affect the damage or its determination.

9. Use of data

Pneus Online Trading and Insercle AG process data resulting from the contract documents or the execution of the contract and use it in particular for the processing of warranty claims and for statistical evaluations. The data will be kept physically or electronically. In addition, Pneus Online Trading and Insercle AG may obtain relevant information from public authorities and other third parties, in particular on the claims history.

In the context of fulfilling the order, the beneficiary is informed that Pneus Online Trading processes personal data of the beneficiary, within the meaning of the General Data Protection Regulation (the "RGPD"), as the data controller.

The processing is based on the performance of these General Conditions under Article 6.1.b of the RGPD for the following purposes:

- Management, execution and delivery of the services;
- beneficiary relationship management ;
- Billing and payments management;
- Exercise of rights by the individuals concerned.

Personal data is intended for Pneus Online Trading and any parent or subsidiary company within the group to which it belongs.

When Pneus Online Trading transfers your data to group companies outside the European Union and the European Economic Area, in countries which have not received an adequacy decision from the European Commission, it ensures that a sufficient and appropriate level of data protection is respected, through the implementation of binding rules (or Binding Corporate Rules (BCR)).

The personal data is retained for the entire duration of the Order execution and for five (5) years following the date of its completion, for archiving purposes.

Each person whose personal data is processed has the right to limit the processing, access, rectify, rease, and port their data. They may expressly object to the processing of his or her personal data, unless this objection affects the proper performance of the order. To exercise their rights, each person concerned may write to Pneus Online Trading by e-mail: dpo@pneus-online.com, or to the address:

Pneus Online Trading, Strawinskylaan 1431, 1077 XX – Amsterdam, The Netherlands

10. Miscellaneous

In the event of any legal disputes, the German-language version of these general terms and conditions for the Pneus Online Tyre Warranty shall apply primarily.

11. Jurisdiction and applicable law

The tyre warranty is subject to Swiss law. In the event of litigation, the eligible person may bring an action at the registered office of the company or at the Swiss place of residence of the eligible person.

12. Contact

Insercle AG, «Pneus Online Reifen-Garantie», Konkordiastrasse 12, 8032 Zurich, Switzerland, support@insercle.com