

The DENSO logo is located in the top left corner. It consists of the word "DENSO" in a white, italicized, sans-serif font, set against a red rectangular background that has a white curved shape on its left side.

# DENSO Europe B.V. Aftermarket Sales Warranty Terms and Conditions

Driven by  
**Quality**

**DENSO EUROPE B.V.**

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**DENSO EUROPE B.V. AFTERMARKET SALES – WARRANTY RETURN PROCEDURE**

Every effort has been made to ensure that the information contained within this Aftermarket Warranty Return Procedure is correct at the time of printing, however DENSO Europe B.V. cannot accept any liability for any inaccuracies that may be contained herein.

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## 1.0 Scope:

1.1 These Warranty Conditions of DENSO EUROPE BV (“DENSO”) its’ Aftermarket & Industrial Solutions business (“Warranty Conditions”) regulate all the relationships and contracts, present or future, including therein those which may be concluded by e-mail, concerning the sale and/or supply and/or distribution and/or provision of the products for the so-called Aftermarket between ‘DENSO’ and each of its purchasing customers

## 2.0 Definitions:

**2.1. Product:** The respective automotive product sold and/or supplied and/or distributed and/or provided for the so-called Aftermarket by DENSO to the Customer.

**2.2. Customer:** The respective customer submitting the Warranty claim to DENSO mirroring the specific Product directly purchased by the customer from DENSO.

**2.3. Invoice Date:** The date mentioned on the original DENSO set invoice of sale demonstrating, that the Product claimed by the Customer was purchased from DENSO.

**2.4. Warranty claim:** The claim of warranty submitted by the Customer to DENSO returning the specific Product or if not possible referring to the specific place of storage of such Product, including all Warranty claim information meeting the requirements of DENSO (including the ones defined in these Warranty Conditions).

**2.5. Catalogue or Bulletin:** Any catalogue or bulletin in any electronic or paper form, issued by DENSO or through a DENSO authorized third party information system.

**2.6. Return Material Authorization or RMA:** The specific reference number. This is unique ID number generated by DENSO’s on-line warranty system, called iClaim, which should be used by the Customer whenever possible when issuing a Warranty claim.

**2.7. Usable parts:** The parts forming the Product, that are being (i) consumed and/or (ii) commonly replaced and/or (iii) worn out and/or (iv) require regular replacement as a result of routine operation of the vehicle (e.g., wiper blades, filters etc.).

**2.8. Defects:** Material and manufacturing defects of the Product.

**2.9. Hidden defect (or Field Claim);** defect which cannot be discovered by reasonable and customary examination or inspection of the Product by the Customer upon the Product’s receipt from DENSO or sale to the Customer’s end-customer.

## 3.0 Warranty and Remedy

**3.1.** DENSO warrants to Customer that its Products are free from any Defects and in accordance with Product description.

**3.2.** The warranty according to these Warranty Conditions applies for a period of no longer than thirty-six (36) months from DENSO Invoice Date and twenty-four (24) months from issuance of the end-customer invoice by the Customer, respectively limited warranty period of maximum 6 month applies for Usable parts as of issuance of the end-customer invoice by the Customer.

**3.2.1.** The warranty period, as defined in clause 3.2 of the Warranty Conditions is explicitly limited to the service exchange interval, as prescribed by vehicle maker for the relevant vehicle or as indicated by DENSO for the Product.

**3.2.2.** Inner parts intended to be used for Product repair by DENSO Service Network are not subject to these warranty terms and conditions.

## WARRANTY RETURN PROCEDURE

**3.3.** The Product claimed must be returned to DENSO for inspection under Customer's own responsibility save such return is factually impossible in which case parties will discuss according to Article 3.6 hereafter on which way and manner DENSO can investigate such Product.

**3.3.1.** The Customer acknowledges that in some cases as integral part of warranty assessment process (investigation) it may be necessary to disassemble the claimed Product, beyond the point of its restoration, in order to duly assess Customer's Warranty claim. If Customer's Warranty claim is denied, Customer's right for return of the relevant Product in pre-assessment condition is excluded. Thus, DENSO is not obliged to pay any potential damages caused to Customer during the warranty assessment or damages related thereto. If the Customer's Warranty claim is approved and the Warranty claim is confirmed by DENSO, the Customer is entitled to request reimbursement of the disassembled Product by DENSO unless the defect is rectified by replacing the defective Product with the new Product and/or repair of the defective Product and/or by delivering a missing part of the defective Product.

**3.4.** This warranty pursuant to these Warranty Conditions is in any event expressly limited to:

- 3.4.1. the replacement of the Product; or
- 3.4.2. free-of-charge Product repair; or
- 3.4.3. the reimbursement of the price of the Product, which has been assessed and confirmed by DENSO as being defective.

**3.5.** To report the Warranty claim to DENSO, the Customer must file the Warranty claim protocol as instructed by DENSO or use DENSO proposed online solution, i.e. iClaim. Warranty claim must be reported correctly, as instructed by DENSO, with complete filling of all mandatory data fields. The full evidence and documentation of the repair done, e.g., replaced parts and labour, must be included at the moment of submitting the Warranty claim. If vehicle repair has not been done yet, a complete and genuine repair cost estimation must be issued on forehand. Product should be returned in original DENSO packaging whenever possible.

**3.6.** The choice between resolving the approved Warranty claim either by (i) the replacement (see Article 3.4.1 of the Warranty Conditions) or the repair free-of-charge (see Article 3.4.2 of the Warranty Conditions) or the reimbursement of the price of the Product (see Article 3.4.3 of the Warranty Conditions) is made exclusively by DENSO and communicated to Customer. The amount of reimbursement pursuant to Article 3.4.3. of the Warranty conditions will be calculated on the basis of the price of the defective Product as originally invoiced by DENSO to the Customer.

**3.7.** DENSO will not recognise any Customer's costs unless properly documented and enclosed with the Warranty claim protocol or in iClaim by the Customer. The Customer's claim for related costs must be made together with submission of the Warranty claim. If the Customer's claim for related costs is not made in timely manner, DENSO is not obliged to reimburse latter claimed costs. If the Warranty claim is approved, DENSO shall bear (i) the costs for the transportation of the defective Products subject to the Warranty claim and (ii) the costs for the transport of the Products repaired or replaced, provided that DENSO issued a RMA form for such Products.

3.7.1. If the Customer requests the return of the Product (the request may be submitted within Warranty claim protocol or via iClaim) after denied Warranty claim, the Customer bears all costs incurred in connection with the return shipment of the Product to the Customer (including any tax or customs costs) and any diagnostic costs and other related costs incurred directly by the Customer in connection with the Product.

3.7.2. If the Customer does not request the return of the Product after denied Warranty claim, DENSO will store the Product for 1 month as of the moment Customer was informed of the status of the relevant Warranty claim and then the Product will be scrapped free of charge in accordance with environmental regulations.

3.7.3. After DENSO issues the official request for a Product via iClaim system the claimed Products must be shipped to DENSO's indicated location within 14 days from the day the DENSO Product request was issued. Any potentially defective Product that is not requested to be returned to DENSO, should in any event be kept available for 3 months by the Customer.

**3.8.** The Warranty claims submitted by the Customer to DENSO grant the Customer solely the rights pursuant to Article 3.3 and 3.4 of the Warranty Conditions and not the right to cancel the already submitted orders or suspend any payments in any manner. The Products subject to a Warranty claim (either under iClaim number or not) must remain available to DENSO for the required checks that DENSO may wish to make for 3 months as of the submission of the Warranty claim.

**3.9.** DENSO may request the Customer to suspend the sale of the Products belonging to the same batch as the defective Product during the Warranty claim handling and the Customer is obliged to comply with such a request.

**3.10.** If DENSO verifies the defective nature of a Product, the Customer hereby under-takes to withdraw from sale, if requested by DENSO, all the Products of the type assessed as defective, and to send them to DENSO or to scrap them sending DENSO confirmation of this action.

## 4.0 Conditions for the enforcement of the warranty and exclusions

**4.1.** The warranty pursuant to Article 3 of the Warranty Conditions can be enforced solely and exclusively provided that the Customer checks the Product and notifies DENSO in manner indicated by DENSO and in accordance with the required forms (in writing) or via iClaim system without undue delay, as of discovery of the alleged defective Product.

**4.2.** The Products will be subject to DENSO inspection under the Warranty claim only if it was installed in the vehicle listed in DENSO catalogue or bulletin media for the particular Product at the moment of Product's installation.

**4.3.** The warranty pursuant these Warranty Conditions does not apply to Products which are not present in sales publications of DENSO, differing from the Products usually supplied by DENSO or which have not been invoiced by the latter or which do not bear, in a readable manner, the indications relating to the trademark, or the label affixed by DENSO, or Products which have been subject to disassembly or repair by subjects other than DENSO.

**4.4.** The Products are intended for assembly (installation) by a professionally qualified person. For Defects that have arisen due unprofessional assembly of the Products or other unprofessional commissioning of the Products or arose due to installation or use contrary to the instructions for use (or installation) or contrary to its own determination, resp. contrary to the conditions of proper use, DENSO is not responsible.

**4.5.** The warranty pursuant these Warranty Conditions does not apply if the Defect is the consequence of:

1. Improper vehicle maintenance and usage.
2. Improper storage, handling and installation of the Product(s) according to repair procedures of the Vehicle manufacturer.
3. Defect(s) that are due to normal wear and tear.
4. Incorrect installation of the Product(s) following DENSO requirement for this Product (including but not limited to catalogues or bulletins distributed).
5. Utilization of non-original DENSO spare parts and components.
6. Ingress of any water- or other vehicle fluid's
7. Modification and/or any dis-assembly of the Product(s), or the subject vehicle or engine.
8. Was caused by the external influences and climatic conditions.
9. Surpassed term of service exchange interval as prescribed by vehicle maker.

**4.6.** For tuned engines and modified vehicles, the following applies: Warranty applies only where DENSO has recommended a Product for use in such vehicle and where the relevant data form has been filled into the iClaim system. If the data filled in is found incorrect, then warranty does not apply.

## 5.0 Additional warranty conditions

5.1. The additional return requirements for specific product groups can be found in the DENSO Warranty Return Procedure and form an integral part of these Warranty Conditions.

## 6.0 Forms

6.1. All mandatory fields must be completed on the Warranty claim form or in the DENSO iClaim system before the claim can be processed. Failure to properly complete the form or supply incomplete information will result in Warranty claim rejection. In applicable cases, DENSO may contact the Customer to collect more detailed technical information for quality collection purpose.

## 7.0 Faulty performance

7.1. If the Customer identifies a Defect not covered by the warranty provided under these Warranty Conditions [and that existed upon the passage of the risk of damage to the Customer], the Customer has right to:

- 7.1.1. the replacement of the Product; or
- 7.1.2. free-of-charge Product repair; or
- 7.1.3. the reimbursement of the price of the Product, which has been assessed and confirmed by DENSO as being defective;

under following conditions.

7.2. The Customer is obliged to notify DENSO about existence of the apparent Defect without undue delay, no later than 24 hours, after the Customer could have inspected the relevant Product by exercising adequate care and identify the relevant Defect. In such case the Customer is obliged to contact the DENSO customer service. If the Customer does not act with adequate care and fails to contact DENSO customer service within the prescribed time limit, the Customer's right under Article 7.1 of the Warranty Conditions does not apply.

7.3. In case of Hidden defect, the rights under Article 7.1 of the Warranty Conditions apply. However, the Customer is in such case obliged to submit Warranty claim via relevant protocol or iClaim without undue delay, no later than 30 days, as of the moment the Customer discovered the Hidden defect by exercising due care. The warranty pursuant this Article 7.3. of the Warranty Conditions expires no later than after 2 years as of installation of the Product.

## 8.0 Liability

8.1. DENSO may not be held liable for damages caused directly or indirectly by any Product(s) or component which it has not invoiced and/or for other Product(s) or components utilized in order to be integrated within a system with or in the Product(s). In particular, DENSO's liability cannot be invoked in the event that the non-functioning of one of the Product(s) is due to other adjacent components or systems with which it is mounted in the vehicle or other reasons not attributable to DENSO.

8.2. DENSO's liability vis-à-vis the Customer for any damages / costs incurred by the Customer in connection with the defective Product is limited up to the purchase price of the Product, but not more than € 500, which includes likewise following Customer's expense:

- 8.2.1. Reasonable shipping costs up to max. € 50;
- 8.2.2. Replacement of the parts related to the Defect up to max. total / aggregate costs € 500 without VAT;
- 8.2.3. Towing up of the defective vehicle up to of 50 km.

8.3. Any claims for expenses / costs expended by the Customer in connection with car rental (replacement vehicle) or hotel reservation / accommodation for the Customer's end-customers are hereby excluded. The Customer agrees not to claim such expenses / costs against DENSO and such expenses / costs shall not be reimbursed by DENSO.

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## WARRANTY RETURN PROCEDURE

**8.4.** DENSO may not be held liable for any indirect damage such as the loss of clientele, turnover, production, profit, or image or that possibly deriving from action undertaken by third parties against the Customer or from the conviction of the latter.

**8.5.** In no event will the collective aggregate liability of DENSO per Warranty claim under or in connection with these Warranty conditions or use or performance of Product(s) exceed the total amount of 500 € without VAT.

**8.6.** The Customer agrees that DENSO has right to deny any Warranty claim if resolving such Warranty claim pursuant to Art. 3.6 would economically exceed the value of defective Customer's end-customer vehicle.

**8.7.** This document addresses the warranty which forms an integral part of and in concordance with the DENSO General Terms and Conditions of Sale which therefore apply here as well. Should there be any discrepancy between the terms of this Warranty Conditions and the terms of the DENSO General Terms and Conditions of Sale then the terms of this Warranty Conditions shall prevail. Should there be any discrepancy between the terms of this Warranty Conditions and the terms of the DENSO Warranty Return Procedure then the terms of this Warranty Conditions shall prevail. DENSO General Terms and Conditions of Sale and DENSO Warranty Return Procedure Form Appendices No. 1 and No. 2 to these Warranty Conditions.

DENSO Europe B.V. Aftermarket & Industrial Solutions  
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