

Pricelist for V-Class (W 447)

Version 07/23



Prices and technical specifications are subject to change without prior notice! Errors reserved!

All stated performance figures are approximate values. They are dependent on vehicle-specific details such as vehicle type, equipment level, curb weight, final drive ratio, tyre/wheel combinations, transmission version and aerodynamic enhancements. Figures about performance increases and/or performance kits are to be understood as average values.

Test-dependent divergences of +/- 5% are possible. Figures about the overall performance of changed factory engines through performance increases and/or performance kits are based on the manufacturer's data listed in the vehicle registration document, which can vary by +/- 5%.

BRABUS does not warrant any further reduced performance of factory engines.

Prices are effective from 2023 July 10th, Pricelist V-Class W447, 2020.

Information correct at print. All prices are net and exclude taxes.

All deliveries and works are to be carried out according to our terms of delivery, payment and assembly.

Any errors or omissions during printing are not legally binding.

Reprint or copying, partly or in whole, only after agreement with editor.

Responsible for contents: BRABUS GmbH, Brabus-Allee, D-46240 Bottrop, Germany.

① Important information:

The listed painting prices only apply to Mercedes-Benz standard colours.

All further colours such as pearl effect, Designo, and matt colours etc. upon request!

Aerodynamics, design

All BRABUS aerodynamic components have been certified with regard to vehicle handling and material safety. They are designed in a way that all mounting points are invisible after installation.

SIGNATURE EDITION:

Front

448-200-00E	Signature front bumper	2.100,00
	Exclusive - Accent parts with chrome finish	
	Installation	710,00
	Painting ①	590,00
448-200-00S	Signature front bumper	1.900,00
	Sport- Accent parts can be painted in any colour	
	Installation	710,00
	Painting ①	750,00
448-290-00E	Signature front grille	1.600,00
	Exclusive - Accent parts with chrome finish	
	Installation	140,00
	Painting ①	380,00
448-290-00S	Signature front grille	1.500,00
	Sport- Accent parts can be painted in any colour	
	Installation	140,00
	Painting ①	520,00

Side bumpers

448-550-00E	Signature side skirts	
	only for vehicles with LWB	
	Exclusive - Accent parts with chrome finish	1.300,00
	Installation	360,00
	Painting ①	590,00
448-550-00S	Signature side skirts	1.100,00
	only for vehicles with LWB	
	Sport- Accent parts can be painted in any colour	
	Installation	360,00
	Painting ①	710,00

Rear

448-450-00	Signature rear roof spoiler	
	only for vehicles with SA Code W64	560,00
	Installation	110,00
	Painting ①	300,00
448-400-00E	Signature rear extension (only for vehicles before facelift)	
	not for vehicles with trailer hitch	
	Exclusive - Accent parts with chrome finish	1.100,00
	Installation	370,00
	Painting ①	500,00
448-400-00S	Signature rear extension (only for vehicles before facelift)	1.100,00
	not for vehicles with trailer hitch	
	Sport - Accent parts can be painted in any colour	
	Installation	370,00
	Painting ①	500,00

For Facelift:**Front**

447-240-00	BRABUS front spoiler add-on parts PUR for vehicles with facelift standard Installation Painting ①	490,00 180,00 500,00
447-250-00	BRABUS front bumper add-on parts PUR for vehicles with facelift standard Installation Painting ①	980,00 220,00 440,00

Before Facelift:**Front**

447-200-00	BRABUS front spoiler PUR for vehicles before Facelift/before Installation Painting ①	890,00 220,00 410,00
447-210-00	BRABUS Front bumper add-on parts PUR for vehicles before Facelift/before 02/2019 Installation Painting ①	490,00 220,00 410,00
447-210-TFL	BRABUS Front bumper add-on parts with LED position lights and chrome trims for vehicles before Facelift/before 02/2019 Installation Painting ①	790,00 310,00 410,00
447-220-00	BRABUS Front spoiler add-on parts (also for Facelift) PUR for vehicles with AMG Line Exterior (Code PS2) Installation Painting ①	798,00 180,00 500,00
447-230-00	BRABUS Front bumper add-on parts (also for Facelift) incl. LED position lights for vehicles with AMG Line Exterior (Code PS2) Installation Painting ①	998,00 220,00 440,00

Rear

447-400-00	BRABUS rear bumper add-ons, 3-piece PUR only in combination with BRABUS sport exhaust 447-670-00 installation painting ①	1.090,00 260,00 460,00
447-420-00	BRABUS rear bumper add-on parts for BRABUS 4-pipes exhaust system PUR-R Rim for vehicles with AMG Line exterior (Code PS2) only for vehicles with long overhang installation painting ①	758,00 220,00 360,00

Wheels



wheel adapter assignments on page 10

All BRABUS alloy wheels are suitable for use with original Mercedes-Benz tyre-pressure monitoring systems (RDK). Please order the respective sensors if required. The suitability for the respective tire combination is to be verified – verifications can be supplied by BRABUS. All BRABUS wheels have been tested regarding driving dynamics and material safety and are supplied with according certification.

The assembly costs for all wheels are 29.00 € net

Tyres not included in the price! Tyre prices and models as well as further wheel-tyre combinations upon request!

Pricelist also valid for Vito / not for electric vehicles EQV and eVito.

BRABUS Monoblock F Cross spoke design Liquid Titanium anthracite painted		
F13-858-45 FA+RA	8.5J × 18H2 offset 45 for tyre size: 245/45 R 18-XL* (with max. axle load 1.550 kg) or 255/45 R 18-XL* (with max. axle load 1.650 kg)	650,00
F13-859-45 FA+RA	8.5J × 19H2 offset 45 (also for 4MATIC) for tyre size: 245/40 R 19-XL* (with max. axle load 1.650 kg)	750,00
F13-859-45 FA+RA	8.5J × 19H2 offset 45 for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	750,00
F13-859-45 FA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	750,00
F13-859-45 RA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 265/40 R 19-XL** (with max. axle load 1.650 kg / installation approval required)	750,00
BRABUS Monoblock R 5-double-spoke-design Liquid Titanium smoked anthracite polished		
R12-858-45 FA+RA	8.5J × 18H2 offset 45 for tyre size: 245/45 R 18-XL* (with max. axle load 1.550 kg) or 255/45 R 18-XL** (with max. axle load 1.750 kg)	650,00
R12-859-45 FA+RA	8.5J × 19H2 offset 45 (also for 4MATIC) for tyre size: 245/40 R 19-XL* (with max. axle load 1.650 kg)	750,00
R12-859-45 FA+RA	8.5J × 19H2 offset 45 for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	750,00
R12-859-45 FA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	750,00
R12-859-45 RA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 265/40 R 19-XL** (with max. axle load 1.650 kg / installation approval required)	750,00

BRABUS Monoblock R "RED / BLACK"
five-double spoke design
special edition black glossy with red decorative elements



R12-859-45-RB FA+RA	8.5J × 19H2 offset 45 (also for 4MATIC) for tyre size: 245/40 R 19-XL (with max. axle load 1.650 kg)	790,00
R12-859-45-RB FA+RA	8.5J × 19H2 offset 45 for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	790,00
R12-859-45-RB FA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	790,00
R12-859-45-RB RA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 265/40 R 19-XL** (with max. axle load 1.650 kg / installation approval required)	790,00

BRABUS Monoblock T
five-spoke design
"Liquid Anthracite" painted with carbon inlays



T13-859-45 FA+RA	8.5J × 19H2 offset 45 (also for 4MATIC) for tyre size: 245/40 R 19-XL* (with max. axle load 1.650 kg)	850,00
T13-859-45 FA+RA	8.5J × 19H2 offset 45 for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	850,00
T13-859-45 FA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	850,00
T13-859-45 RA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 265/40 R 19-XL** (with max. axle load 1.650 kg / installation approval required)	850,00

BRABUS Monoblock Z
10-spoke design
black glossy / full polished



Z12-859-45 FA+RA	8.5J × 19H2 offset 45 (also for 4MATIC) for tyre size: 245/40 R 19-XL* (with max. axle load 1.650 kg)	850,00
Z12-859-45 FA+RA	8.5J × 19H2 offset 45 for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	850,00
Z12-859-45 FA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 255/40 R 19-XL** (with max. axle load 1.550 kg)	850,00
Z12-859-45 RA	8.5J × 19H2 offset 45 (not for 4MATIC) for tyre size: 265/40 R 19-XL** (with max. axle load 1.650 kg / installation approval required)	850,00

* no modifications required

** modifications required, VERSION II
for sufficient wheel coverage and clearance

390,00

Price net
in €**Accessories**

000-100-16	BRABUS aluminium hubcap set ¹⁾ with engraved BRABUS emblem	160,00
VG-02-AL	BRABUS valve caps chrome (set) ¹⁾	41,85
RS-...	Wheel locks for BRABUS Monoblock please specify exact vehicle and wheel type	60,00

RDK sensors

for vehicles with option code RY2
(valid for all vehicles in the EU / other markets optional)

**The assembly costs for all wheels are 10.00 € net
(System Schrader Electronics)**

RDK-2015	RDK-Sensor Schrader GenGamma for Mercedes 4 sensors necessary per car	110,00
RDK-2017	RDK-Kit Schrader GEN 4 – from MY 06/2017 4 sensors necessary per car	110,00

Custom suspension, sport springs (not for 4 MATIC)

447-004-00	BRABUS sport springs W 447 installation	398,00 295,00
000-101-97	electronic alignment	170,00

Engine tuning

Increased active safety with BRABUS high-performance engines for Mercedes-Benz cars, achieved by a considerable increase in torque and tractive power, featuring smooth idling and great serviceability.

Performance kits for Diesel engines

447-744-00	BRABUS PowerXtra Kit D4 (OM 651) Base V 250 BlueTEC and V250 BlueTEC 4MATIC + 33 kW / 45 hp; + 70 Nm to 173 kW / 235 hp; max. torque 510 Nm installation	1.790,00 230,00
447-D25-00	BRABUS PowerXtra D25 (OM 654) Base V 250d and V250d 4MATIC + 18 kW / 25 hp; + 40 Nm to 158 kW / 215 hp; max. torque 480 Nm installation	1.990,00 230,00
447-D25-10	BRABUS PowerXtra D25 (OM 654) for Euro VI AP Base V 250d and V 250 d 4MATIC + 18 kW / 25 hp + 40 Nm to 158 kW / 215 hp; max. torque 480 Nm installation	1.990,00 230,00
447-D30-00	BRABUS PowerXtra D30 Base V 300d + 16 kW / 26 hp; + 40 Nm to 179 kW / 239 hp; max. torque 500 Nm installation	1.990,00 230,00
447-D30-10	BRABUS PowerXtra D30 (OM 654) Base V 300d /Vito 124 CDI (174 kW) + 21 kW / 28 hp; + 40 Nm to 195 kW / 265 hp; max. torque 540 Nm installation	1.990,00 230,00

Sports exhaust system

447-670-00	BRABUS sports exhaust V-Class V 250 BlueTEC complete stainless steel, with 2 slanted pipes Ø 76 mm Please order appropriate adapter package! only in combination with BRABUS Rear add-ons 447-400-00 installation	1.690,00 180,00
447-670-00-2	BRABUS sports exhaust V 250d & V 300d (Facelift) 1 × VBR and 1 × ESD transverse with 2 slanted pipes Ø 76 mm right and left. only in combination with BRABUS Rear add-ons 447-400-00 and 447-420-000 only for vehicles with long overhang installation	1.640,00 180,00
447-670-10	BRABUS adapter package for short overhang	incl.
447-670-20	BRABUS adapter package for long overhang eliminates spare wheel (code RR6) tirefit required	incl.

Interior

Fine leather trims, handmade by experienced master upholsterers who only use selected skins from tanneries that meet our high quality demands.

Gearshift levers, aluminium trims

447-816-00	BRABUS aluminium pedal pads for automatic transmission	209,00
447-816-01	for manual transmission installation	95,00
447-819-00	BRABUS door lock pins, 2-piece installation	49,00 20,00
447-819-00	BRABUS door lock pins, 2-piece installation	49,00 20,00
205-819-10	BRABUS door lock pins, 1-piece installation	28,00 160,00
447-350-00	Entrance panels front BRABUS 447 2-piece, stainless steel on plastic carrier with illuminated BRABUS logo (LED technology with colour change white – red) installation	699,00 160,00
447-351-00	Entrance panels rear BRABUS 447 1-piece, stainless steel on plastic carrier with illuminated BRABUS logo (LED technology with colour change white – red) only in combination with 447-350-00 installation	290,00 110,00
447-824-00	BRABUS roof instruments Only in connection with a panoramic roof (code D34) installation varnish/leather	2.990,00 850,00 340,00

Complete interior

	BRABUS fine leather interior trim* interior appointment for 6 seats, incl. arm and head rests Colour of leather, strips and seams by request	
447-857-00	Series design layout pattern	7.450,00
447-857-01	Design layout pattern differing from series/seat inner sections extensively quilted	9.500,00

* 20 % surcharge for BRABUS Mastik leather

¹⁾ The purchase of BRABUS logos and other brand emblems is only possible in combination with at least one product component from the following product ranges: wheel set, performance upgrade, sport exhaust, aerodynamics.

447-860-00	BRABUS partial fine leather trim* for inner door faces and side covers Colour of leather, strips and seams by request	3.000,00
447-865-11	Dashboard upper part in leather/alcantara*	1.780,00
447-865-12	Dashboard upper part in leather/alcantara*	1.570,00
	Headliner W 447 complete in leather/alcantara * Series design layout pattern	
447-867-00	without sunroof	4.700,00
447-867-01	with sunroof	4.500,00
447-867-02	Additional charge for design layout pattern differing from series	420,00
447-858-20	Side panels in leather/alcantara*	10.700,00
447-859-01	A-, B-, C- and D-columns complete in leather/alcantara*	1.250,00
447-859-10	Sun visors in leather/alcantara, set *	610,00
447-859-02	Gearshift lever incl. gearshift lever bag in leather/alcantara*	360,00
447-859-03	Tailgate in leather/alcantara*	1.250,00
447-859-04	2 door panels in leather/alcantara*	3.350,00
447-859-05	2 slide doors in leather/alcantara*	1.990,00
447-859-06	2 frontseat covers in leather/alcantara*	420,00
447-859-07	Floormats front/rear, velours	2.800,00
447-858-21	Floormats front/rear, velours 2 coloured	on request
447-858-22	Floormats front/rear, velours quilted in leather	on request
447-871-00N	Floormats front, velours with BRABUS logo and Nubuk edging black	119,00
447-872-10N	Floormats passenger area, velours with BRABUS logo and Nubuk edging (1 x sliding door – 0x tables) black	329,00
447-872-11N	Floormats passenger area, velours with BRABUS logo und Nubuk edging (1 x sliding door – 1x tables) black	329,00
447-872-20N	Floormats passenger area, velours with BRABUS logo und Nubuk edging (2 x sliding door – 0x tables) black	329,00
447-872-21N	Floormats passenger area, velours with BRABUS logo und Nubuk edging (2 x sliding door – 1x tables) black	329,00
447-859-13	Floormats, velours 2 coloured front with logo and leather application	255,00
447-859-14	Floormats, velours 2 coloured for passenger area with logo and leather application	675,00
447-859-16	Floormats, quilted in leather front with logo	450,00
447-859-17	Floormats, quilted in leather for passenger area with logo	1.800,00
447-873-00N	Trunk mat short, velours with BRABUS logo and Nubuk edging black	109,00
447-873-01N	Trunk mat long, velours with BRABUS logo and Nubuk edging black	139,00
447-873-01N	Trunk mat X-long, velours with BRABUS logo and Nubuk edging black	149,00
447-859-15	Trunk mat, velours 2 coloured with logo and leather application	280,00
447-859-18	Trunk mat, quilted in leather with logo	400,00

		Price net in €
447-859-08	Additional charge for rear seat bench*	upon request
447-859-09	Steering wheel airbag in leather/alcantara*	420,00
000-805-90	Steering wheel wreath in leather/alcantara*	850,00
000-805-91	Steering wheel wreath AMG-version in leather/alcantara*	950,00
000-805-92	Addition charge for design layout pattern differing from series	350,00
000-805-93	Steering wheel back in leather/alcantara*	400,00

Special equipment

447-800-10	BRABUS fond seat heater installation incl.	1.390,00
447-850-3000	BRABUS partition wall without monitor installation	34.900,00 9.900,00
211-000-14	BRABUS logo for tailgate, chrome-plated ¹⁾ installation	70,00 15,00
211-000-22	BRABUS logo for the side of the car ¹⁾ installation	40,00 15,00
000-000-11	approval	120,00

Business / Multimedia Conversions upon request

Wheel adapter assignment

part no.	design	type	size in "	offset	part number for base wheel	adapter package (AP)	front	rear
18 inch								
F13-858-45	F	one-piece	8,5Jx18H2	45	F13-858-50	AP-05-M14-15-45-B	x	x
R12-858-45	R	one-piece	8,5Jx18H2	45	R12-858-50	AP-05-M14-15-45-B	x	x
19 inch								
F13-859-45	F	one-piece	8,5Jx19H2	45	F13-859-50	AP-05-M14-15-45-B	x	x
R12-859-45(-RB)	R	one-piece	8,5Jx19H2	45	R12-859-50	AP-05-M14-15-45-B	x	x
T13-859-45	T	one-piece	8,5Jx19H2	45	T13-859-50	AP-05-M14-15-45-B	x	x
Z13-859-45	T	one-piece	8,5Jx19H2	45	T13-859-50	AP-05-M14-15-45-B	x	x

All BRABUS wheels are suitable with Mercedes RDK-systemes (tyre pressure monitoring control).
(Equipment code: RY6 – please order required sensors)

BRABUS Terms and Conditions of Delivery, Payment and Assembly

1. General, Scope of Application

1.1 The following terms and conditions of delivery, payment and assembly ("GTC") shall apply to all - also future - deliveries and services of BRABUS GmbH (hereinafter "BRABUS"). Conflicting general terms and conditions of the respective contractual partner are expressly rejected. Such terms and conditions of a contractual partner shall not be binding on BRABUS even if BRABUS has not expressly objected to them after receipt by BRABUS or if BRABUS performs services to the contractual partner without reservation in knowledge of conflicting or deviating terms and conditions of the contractual partner.

1.2 The following General Terms and Conditions shall apply to all BRABUS contractual partners, i.e. to natural or legal persons or legally responsible associations of persons under civil law as well as to legal persons under public law or special funds under public law, irrespective of whether they are merchants within the meaning of the German Commercial Code (HGB) or entrepreneurs or consumers within the meaning of German Civil Code (hereinafter referred to as "Contractual Partners"). Deviating special provisions, in particular for consumers, shall be specifically indicated in each case.

1.3 Deviations from the GTC are only effective if determined in writing in the respective contract and have been confirmed in writing by BRABUS.

2. Conclusion of Contract

Offers provided by BRABUS are always subject to change. Conclusions of contracts and other agreements, especially verbal collateral agreements and assurances of employees or representatives, become binding only after written confirmation by BRABUS.

3. Prices

3.1 Unless otherwise stated in the order confirmation, BRABUS prices for deliveries are "ex works" plus statutory VAT. Packaging, freight, postage, insurance and delivery charges will be charged separately.

3.2 The prices for repairs, assemblies and other services are basically based on the respective expenditure, whereas work performances are charged according to the respective applicable catalog of working values, as far as the respective applicable price catalog of BRABUS does not contain any information in this respect. For parts used, the respective applicable catalog prices shall be charged.

3.3 Price quotations in brochures and catalogs are only binding if the brochures and catalogs are still valid at the time of order placement and if the order confirmation does not state otherwise.

4. Terms of payment

4.1 Unless otherwise stated in the order confirmation, invoices issued by BRABUS are to be paid without deduction by the 5th day of the month following the month of invoicing. Invoices for repairs and assemblies on vehicles provided by BRABUS as well as invoices for vehicle deliveries have to be paid before or at pickup.

4.2 If terms of payment according to Sec. 4.1 are exceeded, the Contractual Partner is in default. In this case BRABUS is entitled to charge interest on late payment in the amount of five percentage points above the respective prime rate towards consumers and in the amount of nine percentage points p.a. above the respective prime rate towards other Contractual Partners according to § 247 of the German Civil Code (BGB). We reserve the right to assert further damage caused by default. § 353 HGB shall remain unaffected.

4.3 In case of partial deliveries or partial services, BRABUS is entitled to refuse the performance of the services still to be rendered under the contract in case of default of payment of the Contractual Partner until the outstanding claims have been fulfilled. Furthermore, BRABUS is entitled in such a case to demand concurrent payment for the remaining services to be rendered in deviation from the provisions under Sec. 4.1. Deviating mandatory statutory provisions in favor of consumers shall remain unaffected.

4.4 Non-compliance with the terms of payment, default or other circumstances that reduce the creditworthiness of the Contractual Partner entitle BRABUS to make all claims from the current business relationship with the Contractual Partner immediately due.

4.5 The Contractual Partner is only entitled to set-off with counterclaims and to exercise a right of retention if counterclaims are based on the same contractual relationship. Furthermore, the Contractual Partner is only entitled to set-off with counterclaims if counterclaims are legally established, undisputed or acknowledged by BRABUS.

5. Delivery Periods and Dates

5.1 Delivery periods and dates shall only be considered as approximate data, unless BRABUS has expressly designated dates as binding in writing. The delivery period for purchase transactions shall commence on the day of the order confirmation submitted by BRABUS, but not before clarification of all technical and commercial details as well as submission of possibly required approvals. Any changes in the design of the delivery item requested by the Contractual Partner within the delivery period interrupt and extend the delivery period accordingly. Performance periods in connection with the execution of assembly, repair and maintenance contracts do not start before confirmation of the order by BRABUS and provision or availability of the vehicle on which the work is to be performed. Apart from that, the regulations above under sentence 2 and sentence 3 apply accordingly.

5.2 If BRABUS is not able to meet binding delivery dates for reasons BRABUS is not responsible for (non-availability or non-performance of the service due to substantial complication or impossibility of performance), BRABUS will inform the Contractual Partner immediately and at the same time inform about the expected new delivery date. If the service is also not available within the new delivery period, BRABUS is entitled to withdraw from

the contract in whole or in part; compensations already made by the Contractual Partner will be refunded immediately. A case of non-availability of the service within this meaning is especially the non-timely self-delivery by suppliers, if a congruent covering transaction has been concluded, neither BRABUS nor its supplier is at fault or BRABUS is not obliged to procure in the individual case. The occurrence of the delay in delivery is determined according to the legal regulations. In any case, a reminder by the Contractual Partner is required. Deviating mandatory statutory provisions in favor of consumers shall remain unaffected.

5.3 If the delivery item is not or not completely delivered or the service is not or not completely rendered even after a reminder, the Contractual Partner is entitled to withdraw from the contract after expiration of the deadline with regard to those deliveries and services that have not been delivered until the expiration of the grace period; in this respect, the dispatch by BRABUS is equivalent to the delivery in case of delivery transactions. If the Contractual Partner suffers a damage due to a delay in delivery for which BRABUS is responsible, BRABUS shall compensate the damage demonstrably incurred, however, not exceeding 5 % of the net value of the delayed or unperformed delivery or service, unless BRABUS can be charged with intent or gross negligence. If the respective Contractual Partner is not a consumer and asserts a claim for damages instead of performance, such claims are excluded in case of not grossly negligent or intentional conduct on the part of BRABUS.

5.4 In case of force majeure affecting BRABUS itself, its subsuppliers or the Contractual Partner, the contractual party affected by it shall be released from the obligation to deliver, perform or accept for the duration and to the extent of the impact. Force majeure is in particular any official closure or disruption of the transport route, disruption of operations such as fire damage, floods, strikes, lawful lockouts, epidemics and pandemics, which are not caused by BRABUS.

5.5 BRABUS shall be released from compliance with any delivery period if the Contractual Partner is in default of payment from previous orders or with regard to a partial delivery of an order or if he does not meet other contractual obligations.

5.6 In case of shipment of goods, the day of dispatch shall be the day of delivery; in all other cases, the day on which the Contractual Partner receives the notification of readiness for dispatch, delivery or handing over shall be decisive.

6. Shipment/Risk Assumption

6.1 The shipment shall be carried out at the expense of the Contractual Partner to the Contractual Partner or according to the Contractual Partner's instructions to third parties.

6.2 In case of shipment, the risk passes to the Contractual Partner as soon as the goods to be delivered have left the factory of BRABUS. The same applies if the goods to be delivered are shipped directly to the Contractual Partner by a sub-supplier at the instigation of BRABUS. These regulations are also valid for partial deliveries or if BRABUS has taken over other services, but do not apply towards consumers.

6.3 If the shipment is delayed due to circumstances for which the Contractual Partner is responsible, the risk shall pass to the Contractual Partner on the day of the notification of readiness for shipment.

6.4 BRABUS is entitled to insure the goods to be shipped against the transport risk at the expense of the Contractual Partner. BRABUS shall only be obliged to do so on the basis of a special written agreement.

6.5 Goods not subject to shipment or other services have to be accepted by the Contractual Partner at the premises of BRABUS at the latest within 7 days after receipt of the respective delivery or pickup notice. In case of non-acceptance, BRABUS can make use of the legal rights.

7. Warranty

7.1 The contracting party shall inspect delivered goods immediately upon receipt and notify any defects in writing without delay, at the latest within 8 working days after receipt at the place of destination. Hidden defects shall be notified immediately upon discovery. Failure to comply with the time limit for giving notice of defects shall result in the exclusion of the Contractual Partner with claims of any kind with regard to the defects not notified or notified late if the Contractual Partner is a merchant or a legal entity under public law.

7.2 In case of defective deliveries or services, BRABUS shall be given the opportunity to inspect the notified defect either on site or in the branch offices of BRABUS at its discretion. The inspection by BRABUS has to be carried out immediately, provided that the Contractual Partner shows an interest in immediate settlement. Without approval of BRABUS no changes may be made to defective goods and/or services, otherwise the Contractual Partner loses his warranty claims. Deviating from the above provisions, measures for the removal of defects may also be carried out by another specialized workshop at the expense of BRABUS under the following conditions:

7.2.1 If a vehicle has become inoperable due to a defect and is located more than 50 km away from the BRABUS premises and BRABUS has given its consent to this before placing the order with the third party workshop.

7.2.2 If there is an urgent emergency and BRABUS is not able to remedy the situation immediately; the obligation of the Contractual Partner to inform BRABUS immediately about the defect by stating the address of the commissioned workshop remains unaffected.

7.2.3 If defects are repaired in another specialist workshop, it must be stated in the order form that the defect has been repaired for BRABUS. It must be noted that the removed parts are to be kept available for a reasonable period of time. BRABUS is obliged to reimburse the costs demonstrably incurred by the Contractual Partner. The Contractual Partner is obliged to

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work towards keeping the costs for the removal of defects as low as possible.

7.3 In case of demonstrable material or execution defects, BRABUS may at its own choice either remedy the defect free of charge or replace the defective goods against return delivery free of charge or credit the invoice value or grant the Contractual Partner a reduction while reasonably safeguarding the Contractual Partner's interests. Deviating mandatory legal provisions in favor of consumers shall remain unaffected.

7.4 If BRABUS does not or not in accordance with the contract meet its obligation of subsequent performance (replacement delivery or repair) or if the subsequent performance fails, the Contractual Partner shall be entitled to a reduction of the purchase price or to withdraw from the contract at its option within the scope of the statutory provisions. Deviating mandatory statutory provisions in favor of consumers shall remain unaffected.

7.5 If defects occur on vehicles which have been made available to BRABUS by the Contractual Partner for the purpose of carrying out conversions and/or performance-enhancing measures and/or the installation of certain vehicle components such as performance-enhanced engines and/or special chassis and/or for carrying out maintenance and/or repair work, the warranty obligation is basically limited to the parts installed and/or services rendered by BRABUS in each case. Deviating from the rule above under Sec. 7.3 BRABUS is obliged to remedy the respective defect in case of demonstrable material or workmanship defects. The obligation to remedy the defect also extends to vehicle parts not originating from BRABUS, which have been directly impaired or damaged as a result of the respective material or execution defect.

7.6 Other or further claims of the Contractual Partner, in particular for compensation of processing costs as well as damages, which do not concern the delivery item itself (consequential harm caused by a defect), are excluded - as far as legally permissible. Deviating mandatory statutory provisions in favor of consumers shall remain unaffected.

7.7 If boundary parts are sent to the Contractual Partner for testing, BRABUS shall only be liable that the delivery is carried out according to the tested boundary part taking into account possible corrections (determination of quality by boundary part).

7.8 The warranty claims regulated in this Section exclusively refer to defects of the deliveries and services of BRABUS, including any defects of performance-enhanced new vehicles, which already exist at the time of the passing of risk to the respective Contractual Partner or which are based on material and/or execution defects which already existed at the time of the passing of risk. The resulting warranty claims of the Contractual Partner who is not a consumer shall become statute-barred 12 months after the transfer of risk or acceptance. The limitation period for warranty claims of the Contractual Partner who is a consumer shall be 24 months with regard to the delivery of new goods and the performance of work and services and 12 months with regard to the delivery of used goods from the passing of risk or acceptance.

7.9 Information on performance increases and/or performance kits shall be understood as average values. Deviations of +/- 5 % due to testing are possible. Information on the total performance of factory engines modified by performance enhancement and/or performance kits shall be based on the manufacturer's data in the vehicle registration document, which in turn may deviate by +/- 5 %. BRABUS does not assume any liability for any further reduction in performance of factory engines.

7.10 BRABUS products are TÜV-tested according to EU standards. BRABUS does not assume liability for the fulfillment of deviating national homologation regulations outside Germany.

8. Warranty Claims

8.1 Claims of a Contractual Partner due to violation of a warranty shall only be considered if BRABUS has expressly confirmed a quality or durability warranty to the Contractual Partner in writing or has handed over pre-formulated warranty conditions to the Contractual Partner and has designated the respective warranty as such.

8.2 The Contractual Partner can only assert claims for damages due to violation of a guarantee insofar as the Contractual Partner was to be protected by the guarantee against damages of the type that occurred.

9. General Limitations of Liability

9.1 BRABUS shall be liable for damages - irrespective of the legal ground - in case of intentional or grossly negligent conduct. In case of simple negligence, BRABUS is only liable:

- (i) for damages resulting from injury to life, body or health;
- (ii) for damages resulting from the violation of a fundamental contractual obligation (Wesentliche Vertragspflicht) [which is an obligation, the fulfillment of which enables the proper performance of the contract in the first place and on the compliance with which the Contractual Partner regularly relies and may rely]; in this case, however, the liability of BRABUS is limited to the compensation of the typical foreseeable damage.

9.2 The limitations of liability mentioned in Sec. 9.1 shall not apply if and as far as BRABUS has fraudulently concealed a defect, has given a guarantee for the quality or for a possibly existing obligation of BRABUS to provide updates for digital products, in case of contracts for the delivery of goods with digital elements. The same applies to any claims of the Contractual Partner according to the German Product Liability Act (Produkthaftungsgesetz).

9.3 Claims against BRABUS, which are not regulated under Sec. 7 "Warranty", shall become statute-barred within the regular limitation period.

10. Extended Lien

10.1 BRABUS shall be entitled to a contractual lien on the objects coming

into its possession due to claims resulting from the order.

10.2 The contractual lien can also be asserted due to claims from work carried out earlier, spare parts deliveries and other services, as far as they are related to the subject matter of the order. The contractual lien shall only apply to other claims arising from the business relationship insofar as these are undisputed or a legally binding title exists and the subject matter of the order belongs to the Contractual Partner.

11. Retention of Title

11.1 BRABUS reserves the title to the goods delivered by BRABUS until all claims against the Contractual Partner resulting from the current business relationship or - if the Contractual Partner is a consumer - until all claims against this Contractual Partner resulting from the respective contractual relationship have been fulfilled. This shall also apply if a Contractual Partner who is not a consumer has completely rendered the counter-performance for deliveries designated by the Contractual Partner which have been made by BRABUS within the scope of the current business relationship or - in case of contracts with consumers - for partial performances rendered by BRABUS within the scope of a contractual relationship the respective corresponding payments have already been made. Any processing and treatment is done for BRABUS without obligating BRABUS and without losing the title. If the Contractual Partner combines goods subject to retention of title with other goods, BRABUS is entitled to co-ownership of the new item in proportion to the invoice value of all combined goods. The new item shall be considered as reserved goods within the meaning of these GTCs.

11.2 The Contractual Partner is entitled to sell the reserved goods in the ordinary course of business. He shall be prohibited from disposing of the goods in any other way.

11.3 The Contractual Partner assigns in advance to BRABUS all claims arising from the use of the reserved goods. If the goods subject to retention of title are sold together with other objects not belonging to BRABUS or if they are used as material for the execution of contracts for work and services, the assignment shall only cover the share of the proceeds corresponding to the co-ownership share of BRABUS in the goods subject to retention of title.

11.4 The contracting party shall be authorized to collect the assigned claims only in the ordinary course of business.

11.5 The Contractual Partner has to inform BRABUS immediately about access of third parties to the goods subject to retention of title or to the assigned claims. Costs of interventions shall be borne by the Contractual Partner.

11.6 The authorization of the Contractual Partner to dispose of the reserved goods and to collect the assigned claims expires in case of non-compliance with the terms of payment. In these cases, BRABUS is entitled to withdraw from the contract in accordance with the statutory provisions and to repossess the goods subject to retention of title. The resulting costs shall be borne by the Contractual Partner. Upon request of BRABUS, the Contractual Partner is also obliged to provide BRABUS with the information and documents necessary to assert the assigned claims.

11.7 If the value of the securities available to BRABUS exceeds its claims by more than 10 % in total, BRABUS is obliged to release the exceeding securities at its own choice upon request of the Contractual Partner.

12. Termination of the Contract for Good Cause

BRABUS is entitled to withdraw from or to terminate the contract for good cause, which makes the continuation of the contract unreasonable for BRABUS even considering the interests of the Contractual Partner. A good cause is in particular, if a substantial deterioration of the financial situation of the Contractual Partner or the value of a security occurs or threatens to occur.

13. Used Parts

Parts removed from vehicles (original or old parts) have to be taken over by the Contractual Partner within a period of 4 weeks. BRABUS does not assume any liability for storage beyond this period. A replacement is excluded. This provision does not apply to parts, which are charged or otherwise become property of BRABUS.

14. Right of withdrawal for contracts concluded outside business premises and for distance contracts

If you are a consumer (i.e. a natural person who places the order for a purpose that can be attributed neither to his commercial nor independent professional activity), you have a right of withdrawal in accordance with the statutory provisions.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

In order to exercise your right of withdrawal, you must send us,

BRABUS GmbH.

Brabus-Allee 1, 46240 Bottrop, Germany

Phone: 02041 / 708666

e-mail: info@brabus.com

by means of a clear statement (e.g. a letter sent by mail or e-mail) about your decision to withdraw from the contract.

You can use the attached sample withdrawal form, which is not prescribed. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

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Consequences of the withdrawal

If you withdraw from this contract, we must repay all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to the fact that the goods were not used to the extent necessary for checking their condition, quality and functionality.

- end of withdrawal instructions -

15. Dispute resolution, arbitration procedure

15.1 The European Commission provides a platform for online dispute resolution (OS), which can be found here. Consumers have the possibility to use this platform for the settlement of their disputes.

15.2 BRABUS is willing to participate in an out-of-court conciliation procedure. Responsible is the Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, www.universalschlichtungsstelle.de.

16. Place of Performance, Place of Jurisdiction, Applicable Law

16.1 Place of performance for all deliveries and services of BRABUS is the registered office of BRABUS.

16.2 The place of jurisdiction shall be the registered office of BRABUS, which, however, is entitled to take legal action against the Contractual Partner also at the Contractual Partner's registered office or at other legally admissible places of jurisdiction.

16.3 Deliveries and services of BRABUS shall exclusively be governed by German law as it is applicable among German residents under exclusion of the UN Convention on the International Sale of Goods (CISG).

16.4 The above Secs. 16.1 to 16.3 shall only apply if the respective Contractual Partner is a merchant according to HGB, a legal entity under public law or a special fund under public law.



BRABUS

BRABUS GmbH · Brabus-Allee · D-46240 Bottrop
Tel. +49 2041 777-0 · Fax +49 2041 777-111
www.brabus.com

Official technology-partners



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