PORSCHE

**Porsche New Vehicle Warranty**
**Battery Electric Vehicles Only**

## 1. Porsche Warranty

1.1. The Porsche Warranty does not affect the warrantee's statutory consumer rights. The Porsche Warranty creates a benefit in addition to the warrantee's statutory consumer rights. If you require more information on your statutory rights, please contact your local authority Trading Standards Department or Citizens Advice Bureau.

1.2. The benefits described in this Porsche Warranty document are provided for Porsche Vehicles only, subject to the provisions set out herein, by Porsche Cars Great Britain Limited with UK registered company number 00861097, whose registered address is at Bath Road, Reading, Berkshire, RG31 7SE, United Kingdom ("**Porsche**").

1.3. A "**Porsche Vehicle**" is a new series produced battery electric vehicle (a BEV, not a E-Hybrid Series Vehicles (HEV)) placed on the market under the Porsche registered trademark and purchased from new directly from an authorised Porsche Centre located in the United Kingdom, the Bailiwick of Jersey or the Isle of Man.

1.4. The "**Porsche Warranty**" means, collectively, the Defect Warranty, the BEV Battery Warranty, the Paint Warranty and the Long Term Warranty described in clause 1.6 (below) which are given subject to the provisions set out herein.

1.5. The "**Warranty Commencement Date**" is the date the Porsche Vehicle is delivered to the first original owner under the contract of sale and purchase for that vehicle made with an authorised Porsche Centre. For Porsche Vehicles self-registered by authorised Porsche Centres, the Warranty Commencement Date is the date of first registration of the Porsche Vehicle with a transport authority having legal responsibility for licensing vehicles for on-road use on public highways. The authorised Porsche Centre transacting the first sale or first registration of the Porsche Vehicle shall record the Warranty Commencement Date in writing in the Guarantee and Maintenance booklet for the Porsche Vehicle.

1.6. Porsche grants the first original owner of the Porsche Vehicle the following warranty benefits in respect of the Porsche Vehicle:

1.6.1. a manufacturing warranty that the Porsche Vehicle is free from material defects for a period of up to three (3) years from the Warranty Commencement Date (the "**Defect Warranty**").

1.6.2. a manufacturing warranty that the Porsche Vehicle's high voltage battery is free from material defects for a period from the Warranty Commencement Date until the earlier of the following two events to occur:

1.6.2.1. the expiry of eight (8) years from the Warranty Commencement Date; and

1.6.2.2. the accrual by such Porsche Vehicle of 160,000 kilometers (the "**BEV Battery Warranty**");

1.6.3. a manufacturing warranty that the external factory painted surfaces of the Porsche Vehicle are free from paint defects for a period of up to three (3) years from the Warranty Commencement Date (the "**Paint Warranty**"); and

1.6.4. a manufacturing warranty that the factory engineered bodywork shall withstand corrosion for a period of twelve (12) years from the Warranty Commencement Date (the "**Long Term Warranty**"), where a corrosion in the sense of the Paint Warranty and the Long Term Warranty is a sheet metal perforation on the body that has progressed from the inside (cavity) to the outside.

## 2. Geographic Scope

2.1. Claims under the Porsche Warranty may be made worldwide, but only at Porsche Centres and/or Porsche Service Centres authorised by Porsche.

## 3. Benefitting Claimants

3.1. The Porsche Warranty operates for the benefit of the first original owner (and, subject to clause 3.2, subsequent owners) of the Porsche Vehicle.

3.2. Provided that, at all times the conditions in clause 4 are satisfied, the unexpired benefit of the Porsche Warranty can, subject to the provisions set out herein, be enjoyed by any subsequent owner of the Porsche Vehicle and claims by subsequent owners will be considered accordingly. Such subsequent owners may only claim under the Porsche Warranty if:

3.2.1. the benefit claimed from the Porsche Warranty has not already expired; and

3.2.2. collectively, the current and all previous owners have together fulfilled the Owners' Responsibilities (as defined in clauses 4.2 and 4.3 below) since the Warranty Commencement Date for the Porsche Vehicle.

3.3. Subject to clauses 3.1 and 3.2, only the owner of the Porsche Vehicle may claim under the Porsche Warranty (the warrantee).

## 4. Warranty Conditions and Exclusions

4.1. The benefit of the Porsche Warranty is offered subject to the conditions and exclusions set out in this clause 4. If these conditions are not met, or an exclusion applies, then claims under the Porsche Warranty can be denied by Porsche.

4.2. To benefit from the Porsche Warranty the Porsche Vehicle must from the Warranty Commencement Date receive all service interval work in conformity with the specifications of the service interval display and/or product manual (the "**Owners' Responsibilities**"). A deviation from the specifications is harmless, provided that the deviation from the specified service intervals in terms of time does not exceed one (1) month and in terms of the mileage of the vehicle does not exceed one thousand (1,000) kilometers. In the event of a greater deviation, Porsche shall be released from its obligations under the Porsche Warranty, unless the warrantee proves that non-compliance with these specifications did not cause the warranty claim.

4.3. The first original owner and all future owners (if any) of the Porsche Vehicle are assigned and accept the Owners' Responsibilities. As a precondition for any claim under the Porsche Warranty, the claiming warrantee must demonstrate that the Porsche Vehicle has received all such care, servicing, repair and maintenance.

4.4. Porsche has no liability under the Porsche Warranty and is neither obliged to accept any warranty claims nor provide any warranty service, if the defect is caused by one of the following events:

4.4.1. the vehicle has been previously improperly repaired, improperly maintained or improperly serviced, unless this has been done as a warranty service by an authorised Porsche Centre or Porsche Service Centre shop; or

4.4.2. the instructions for the operation, handling and care of the vehicle, which result from the operating instructions in the latest version communicated to the warrantee, have not been followed; or

4.4.3. parts have been fitted or installed in the vehicle whose use has not been approved by the Dr. Ing. h.c. F. Porsche AG, or the vehicle has been modified in a way not approved by the Dr. Ing. h.c. F. Porsche AG (e.g. tuning), unless the warrantee can prove that the non-approved parts are of equivalent quality to the original parts and that neither their use nor the other non-approved modification to the vehicle is the cause of the defect that has arisen; or

4.4.4. the vehicle has been improperly handled or overused, such as engine over-revving (over speeding that occurs with manually shifted vehicles, caused for example by incorrect downshifting) or overloading of the vehicle; or

4.4.5. the vehicle has been damaged by external causes or influences (e.g. accident, hail, flooding, animal bite); or

4.4.6. the warrantee has not reported a defect immediately; or

4.4.7. the warrantee has not immediately given Porsche the opportunity to remedy the defect.

4.5. In the case of the Porsche Vehicle's high voltage battery, Porsche has no liability under the Porsche Warranty and is neither obliged to accept any warranty claims nor provide any warranty service, if the defect is caused by one of the following events:

4.5.1. the high-voltage battery has been permanently removed from the Porsche Vehicle, improperly opened or operated independently of the vehicle; or

4.5.2. the high-voltage battery has come into direct contact with open fire; or

4.5.3. the high-voltage battery is cleaned with high-pressure or steam jet cleaners or aggressive liquids have been applied.

4.6. The Porsche Warranty does not cover:

4.6.1. natural abrasion, that is, normal wear and tear of the Porsche Vehicle that is not caused by defects in materials or workmanship, and consequential damage due to natural abrasion.

4.6.2. any reduced capacity of the Porsche Vehicle's high-voltage battery that does not constitute a Deemed Battery Defect (see clauses 5.1 and 5.2).

4.7. The Porsche Warranty neither covers any accessories that were not installed and/or supplied at the factory nor any third party body modifications and parts, third party installations and/or third party removals.

4.8. The Porsche Warranty does not cover Porsche Vehicles incapable of registration with the transport authority having legal responsibility for licensing vehicles for on-road use on public highways meaning that the Porsche Vehicle is not road legal.

## 5. Validity of Warranty Claims

5.1. Subject to clause 4, a warranty claim shall exist in the event of any material defect in the Porsche Vehicle. In the case of the Porsche Vehicle's high voltage battery a defect shall be deemed to occur where the conditions of clause 5.2 are satisfied (a "**Deemed Battery Defect**").

5.2. Like any lithium-ion battery, the high-voltage battery is subject to a physically and chemically induced aging and wear process over its life. If a capacity measurement performed by an authorised Porsche Centre or Porsche Service Centre shop within the warranty period shows that the net battery capacity at the time specified below is less than the percentage values (warranty values) specified as follows, the proportion falling below the respective warranty value constitutes an excessive loss of capacity within the meaning of these warranty conditions:

5.2.1. 80 % of the net battery capacity within three years or up to 60,000 km mileage after initial delivery or initial registration.

5.2.2. 70 % of the net battery capacity within eight years or up to 160,000 km mileage after initial delivery or initial registration.

5.3. The warrantee shall be responsible for and carry the burden, at its own cost and expense, of establishing and proving the occurrence of such a defect.

## 6. Service in the event of a warranty claim

6.1. In the event of a valid warranty claim, the warrantor shall have the defect remedied free of charge by an authorised Porsche Centre or Porsche Service Centre (rectification only). In the event of an excessive loss of battery capacity, this will be remedied free of charge for the warrantee in such a way that the respective warranty value is reached again. Example: If the net battery capacity is 65 % for a Porsche Vehicle being seven (7) years old and with a mileage of 100,000 km, then the warranty repair service will involve returning the net battery capacity to 70 % (at least) as part of the defect rectification.

6.2. Within the scope of rectification, Porsche may, at its own discretion, either replace or repair defective parts. The old parts removed within the scope of the rectification shall become the property of Porsche subject to a deviating agreement in the specific workshop order.

6.3. The Porsche Warranty does not include claims against Porsche beyond rectification of the material defect. This limitation also excludes, without limitation:

6.3.1. claims for delivery of a defect-free vehicle such as delivery of a replacement delivery; and

6.3.2. claims for compensation in any form, including by way of example, for the provision of a loan vehicle, for damages, for reimbursement of futile expenses or for loss of use.

6.4. The exclusions of cover in clause 6.3 also apply notwithstanding that the defect in the Porsche Vehicle cannot finally be remedied by rectification.

6.5. Nothing in this Porsche Warranty shall exclude or limit Porsche's liability for fraud or for death or personal injury caused by Porsche's negligence.

## 7. Processing of warranty claims

7.1. A claim on the Porsche Warranty can only be made by a warrantee who is also the owner of the Porsche Vehicle. Such claims must be made immediately following the first manifestation of or knowledge of a defect claimed to attract a response from the Porsche Warranty.

7.2. To make a warranty claim, an appointment should be made with an authorised Porsche Centre or Porsche Service Centre for a vehicle inspection. The Porsche Centre or Porsche Service Centre should be informed that the vehicle is covered by warranty and a correctly completed Guarantee and Maintenance booklet must be presented at the time of inspection. If the relevant Porsche Centre or Porsche Service Centre agrees that the claim may be processed under the Porsche Warranty it will carry out the warranty work in accordance with these conditions and process the claim.

7.3. If, as a result of a defect covered by the Porsche Warranty, the vehicle cannot be operated, the warrantee may contact the nearest authorised Porsche Centre or Porsche Service Centre that is able to provide service. The authorised Porsche Centre/Porsche Service Centre may in its absolute discretion determine whether the work required may be carried out locally or whether repatriation is required, such decision shall not affect any claims that may be made by the warrantee pursuant to any Porsche Assistance benefit that may exist separately. If additional support is required, please telephone Porsche Customer Assistance on telephone 03457911911 for support.

7.4. In the case of a Porsche Vehicle whose maintenance history cannot be digitally traced, the warrantee must prove that all service interval work has been carried out in accordance with clauses 4.2 and 4.3 by submitting the fully completed service record in the warranty and maintenance booklet or corresponding workshop invoices.

7.5. Porsche Vehicles receiving installed parts and warranty works undertaken in the process of fulfilling a claim under the Porsche Warranty shall after completion thereafter continue to have the benefit of the Porsche Warranty (but not new or additional warranties) as defined herein to the extent not yet expired.

**8. Time Bar**

8.1. Claims raised by a warrantee after expiry of the applicable warranty period are not valid claims and will be denied.

8.2. Subject at all times to clause 8.1, claims not raised by a warrantee within six (6) months of the first manifestation of or knowledge of a defect are automatically extinguished as if they never existed. Such attempted claims are not valid claims and will be denied.

8.3. The six (6) month time bar period referred to in clause 8.2 starts when once the first report is made at the first authorised Porsche Centre or Porsche Service Centre approached by the warrantee and does not reset to zero if or when subsequent Porsche Centres or Porsche Service Centres are consulted.

**9. Governing Law**

9.1. This Porsche Warranty (and any non-contractual obligations arising in connection with it) will be governed by the laws of England and Wales. You (as warrantee) and we (as Porsche) both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**ENDS.**