



PORSCHE

## Porsche New Parts Warranty

### 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 Parts 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 Part**" is a new product from the Porsche Tequipment programme and a new replacement Porsche original part and new replacement Porsche exchange part placed on the market under the Porsche registered trademark and purchased from new directly from an authorised Porsche Centre or Porsche Service Centre located in the United Kingdom, the Bailiwick of Jersey or the Isle of Man.
- 1.4. The "**Porsche Warranty**" means the Part 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 of invoice for the Porsche Part.
- 1.6. Porsche grants the first original owner of the Porsche Part the following warranty benefits in respect of the Porsche Part a manufacturing warranty that the Porsche Part is free from material defects for a period of up to two (2) years from the Warranty Commencement Date (the "**Part Warranty**").

### 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 Part.
- 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 Part 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 vehicle where the Porsche Part is utilised.
- 3.3. Subject to clauses 3.1 and 3.2, only the owner of the Porsche Part may claim under the Porsche Warranty (the warrantee).



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#### 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 vehicle in which the Porsche Part is utilised 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 vehicle in which the Porsche Part is utilised are assigned and accept the Owners' Responsibilities. As a precondition for any claim under the Porsche Warranty, the claiming warrantee must demonstrate that the vehicle in which the Porsche Part is utilised 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 arises because the Porsche Part is installed or utilised in a vehicle:
  - 4.4.1. that has been previously improperly repaired, improperly maintained or improperly serviced, unless this has been done as a warranty service by an authorised dealer or repair shop; or
  - 4.4.2. in which parts have been fitted or installed whose use has not been approved by the Dr. Ing. h.c. F. Porsche AG, or which 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
  - 4.4.3. which has been improperly handled or overused, such as engine overshoots (over speeding that occurs with manually shifted vehicles, caused in particular by incorrect gear shifting) or overloading; or
  - 4.4.4. which has been damaged by external causes or influences (e.g. accident, hail, flooding, animal bite).
- 4.5. 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 has been caused by improper use or handling of the Porsche Part.
- 4.6. Porsche has no liability under the Porsche Warranty and is neither obliged to accept any warranty claims nor provide any warranty service, if:
  - 4.6.1. the warrantee has not reported a defect immediately; or
  - 4.6.2. the warrantee has not immediately given Porsche the opportunity to remedy the defect.
- 4.7. The Porsche Warranty does not cover natural abrasion, that is, normal wear and tear of the Porsche Part that is not caused by defects in materials or workmanship, and consequential damage due to natural abrasion.



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## **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 Part.
- 5.2. 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).
- 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 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 Part 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. 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 inspection of the Porsche Part. The Porsche Centre or Porsche Service Centre should be informed that the Porsche Part is covered by warranty, and evidence of the Porsche Warranty must be presented to the Porsche Centre or Porsche Service Centre. 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. Porsche Parts 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 from the original Warranty Commencement Date (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.



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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.**