## **Porsche New Vehicle Warranty**

## 1. Porsche Warranties

- 1.1. The Porsche Warranties do not affect the owner's statutory consumer rights. The Porsche Warranties create a benefit in addition to the owner'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 warranty benefits described in this 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 vehicle placed on the market under the Porsche registered trade mark and purchased from new directly from an authorised Porsche Centre located in the United Kingdom or the Republic of Ireland (the "Territory") and subsequently registered with a transport authority having legal responsibility for licensing vehicles for on-road use on public highways in the European Economic Area or Switzerland.
- 1.4. The "Porsche Warranties" means, collectively, the Defect Warranty, High-Voltage Battery Warranty, Long Life Warranty and Bodywork 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 earlier of (i) the date the Porsche Vehicle is delivered to the customer under the contract of sale and purchase for that vehicle and (ii) 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 in the European Economic Area or Switzerland. 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 to the customer the following warranties:
  - 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. for those Porsche Vehicles supplied with factory fitted Porsche plug-in hybrid electric drive train technology, a manufacturing warranty that the high-voltage battery is free from material defects from the Warranty Commencement Date until the first of the following two (2) events occurs;
    - 1.6.2.1. the expiry of eight (8) years from the Warranty Commencement Date; and
    - 1.6.2.2. the accumulation of 160,000 kilometres travelled by the Porsche Vehicle since the Warranty Commencement Date, (the "High-Voltage Battery Warranty");
  - 1.6.3. for those Porsche Vehicles supplied with factory fitted underbody protection:
    - (a) a manufacturing warranty that the externally 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; and

(b) a manufacturing warranty that the factory engineered bodywork shall withstand rust penetration for a period of twelve (12) years from the Warranty Commencement Date,

(together, the "Long Life Warranty").

1.6.4. for those Porsche Vehicles supplied <u>without</u> factory fitted underbody protection a manufacturing warranty that the factory engineered bodywork shall withstand rust penetration for a period of up to three (3) years from the Warranty Commencement Date (the "Body Work Warranty").

## 2. Warranty Conditions and Exclusions

- 2.1. The benefit of the Porsche Warranties are offered subject to the conditions and exclusions set out in this clause 2. If these conditions are not met, or an exclusion applies, then claims under the Porsche Warranties can be denied.
- 2.2. The Porsche Warranties are, and operate, for the benefit of the owner of the Porsche Vehicle. Only the owner of the Porsche Vehicle may claim under the Porsche Warranties.
- 2.3. Provided that, at all times the conditions in clause 2 are satisfied, the unexpired benefit of the Porsche Warranties 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 Warranties if:
  - 2.3.1. the benefit claimed from the Porsche Warranties has not already expired; and
  - 2.3.2. collectively, the current and all previous owners have together fulfilled the Owners' Responsibilities (as defined in clause 2.6 below) since the Warranty Commencement Date for the Porsche Vehicle.
- 2.4. The basis of assessing a "defect" claimed to affect the Porsche Vehicle shall be the 'state of the art' of comparable vehicles in the automotive industry as at the Warranty Commencement Date.
- 2.5. The Porsche Warranties cover the Porsche Vehicle as produced by the factory and:
  - 2.5.1. any components and accessories that, with the approval of Porsche or the factory, are fitted to, or which pursuant to the contract of sale for the Porsche Vehicle are agreed to be fitted to, the Porsche Vehicle at the time of its first delivery or registration by the selling authorised Porsche Centre; and
  - 2.5.2. any components and accessories subsequently fitted to the Porsche Vehicle pursuant to factory approved and/or directed field campaigns.
- 2.6. To benefit from the Porsche Warranties the Porsche Vehicle must from the Warranty Commencement Date receive all care, servicing, repair and maintenance as described and at the times set out in the product and maintenance instructions issued by Dr. Ing. H.c.F. Porsche AG and, additionally, repair for any accidental damage (together the "Owners' Responsibilities"). The owner and all past owners (if any) and all future owners of the Porsche Vehicle are assigned and accept the Owners' Responsibilities. As a precondition for any claim under the Porsche Warranties, the owner must demonstrate that the Porsche Vehicle has received all such care, servicing, repair and maintenance.

- 2.7. The Porsche High-Voltage Battery, as with all lithium-ion batteries, is subject to aging and wear and tear. The battery's capacity will reduce over its lifecycle depending on the utilisation of the battery and the environmental conditions. Advice and recommendations for the battery's maximum lifetime can be found in the product and maintenance instructions issued by Dr. Ing. H.c.F. Porsche AG.
- 2.8. The Porsche Long Life Warranty and the Bodywork Warranty are also conditional on the continuous management of the Porsche Vehicle according to the following requirements:
  - 2.8.1. damage to paint and protective coatings must be properly remedied without delay and all bodywork repairs must be completed in conformity with the requirements of Porsche governing sheet metal, paint and corrosion protection and preservation work; and
  - 2.8.2. the Porsche vehicle must undergo an inspection at an authorised Porsche Centre or Porsche Service Centre in respect of the condition of its body, paint and protective coatings within two (2) years of the Warranty Commencement Date, and thereafter, at periodic intervals with each interval being not more than two (2) years.
- 2.9. Subject to clause 2.11, if a defect is found to be covered by the Defect Warranty, Porsche may, in its absolute discretion, elect whether the defect is to be rectified or the Porsche Vehicle is to be replaced. In the case of rectification, Porsche may, at its absolute discretion, elect to either repair or replace the defective part. In the event that an identical replacement part or Porsche Vehicle is no longer in manufacture, the replaced part or vehicle shall be at least comparable to the returned part or vehicle. Ownership of the replaced vehicle and/or parts shall vest in Porsche.
- 2.10. If a defect is found to be covered by the High Voltage Battery Warranty, Porsche may, in its absolute discretion, elect whether the defect is to be rectified or the high-voltage battery is to be replaced. In the case of rectification, Porsche may, at its absolute discretion, elect to either repair or replace the defective part. In the event that an identical replacement part or high-voltage battery is no longer in manufacture, the replaced part or vehicle shall be at least comparable to the returned part or vehicle. Ownership of the replaced battery and/or parts shall vest in Porsche
- 2.11. If in respect of any Charing Equipment supplied with a hybrid electric vehicle, a defect is found to be covered by the Defect Warranty, Porsche may, in its absolute discretion, elect whether the defect is to be rectified or the charging equipment is to be replaced. In the case of rectification, Porsche may, at its absolute discretion, elect to either repair or replace the defective part. In the event that an identical replacement part is no longer in manufacture, the part replaced shall be at least comparable to the returned part. Ownership of the parts replaced shall vest in Porsche. "Charging Equipment" means the charging equipment (including, Wall Box Housing where purchased) as originally supplied with the Porsche Vehicle (hybrid electric models only). Any installation costs incurred or to be incurred for installing a repaired or replacement decorative branded wall box housing (the "Wall Box Housing") as supplied by Porsche under the Defect Warranty in replacement of a defective Wall Box Housing in excess of GBP100 is not covered by the Porsche Warranties. Other electrical infrastructure, installation and commissioning costs are not covered by the Porsche Warranties.
- 2.12. The Long Life Warranty and the Bodywork Warranty only entitles the owner to rectification of any warranty defects by retouching painted surfaces or bodywork such work only to be undertaken by an authorised Porsche Centre, an authorised Porsche Service Centre or a Porsche Recommended Independent Body Repairer. No other claims are permitted under the Long Life Warranty.
- 2.13. The Porsche Warranties do not include any entitlement:

- 2.13.1. Except for claims for Wall Box Housing installation costs pursuant to clause 2.11, for any person to make any claims for economic loss, compensation, loss, damage or other costs incurred or caused either directly or indirectly as a result of the defect; and/or
- 2.13.2. for the provision of an interim alternative means of a transport if at any time during the management of a claim the Porsche Vehicle is unavailable; and/or
- 2.13.3. any other remedy.
- 2.14. Where possible, only original Porsche parts shall be used in repairs undertaken to discharge Porsche's obligations arising under the Porsche Warranties.
- 2.15. Following receipt of a warranty claim, Porsche (and/or its representatives) shall have the right to take possession of the Porsche Vehicle to inspect, review and investigate all claimed and alleged defects (including the rights to disassemble the Porsche Vehicle, and to remove and test components).
- 2.16. The Porsche Warranties do not cover any system or component on the Porsche Vehicle which, in Porsche's opinion, requires replacement due to normal wear and tear. The following is a non-exhaustive list of typical wear and tear components: wiper blades, tyres, brake pads, brake discs, shock absorbers, clutch disc, clutch pressure plate, drive belt including deflection roller and tensioning roller, spark plugs, batteries, PDCC reservoir, refrigerant, all lamps.
- 2.17. Filters, lubricants, fluids and fuel are not covered by the Porsche Warranties.
- 2.18. Porsche has no liability under the Porsche Warranties and is not obliged to accept any warranty claims arising either directly or indirectly in respect of any defects which occur as a result of:
  - 2.18.1. Use of the Porsche Vehicle in motorsport events, motorsport competitions or during timed events; or
  - 2.18.2. improper use, overloading or overstraining of the Porsche Vehicle, including but not limited to wrong gear selection; or
  - 2.18.3. negligence, improper or poorly executed repair, maintenance, storage or service previously performed or occasioned on the Porsche Vehicle by or for the owner or by a third party who is not an authorised Porsche Centre or Porsche Service Centre; or
  - 2.18.4. the installation on the Porsche Vehicle of parts, the use of which has not been approved by Porsche, or the modification (e.g. tuning) of the Porsche Vehicle in a way that has not been approved by Porsche; or
  - 2.18.5. the owner's, any driver's or other custodian's failure to follow the guidelines on operation, use, treatment and care of the Porsche Vehicle (including, without limitation, correct interventions on the activation of warning lights) in accordance with the product and maintenance instructions issued by Dr. Ing. H.c.F. Porsche AG and other directions issued by or on behalf of Porsche such mandatory or recommended field campaigns; or

- 2.18.6. damage to the Porsche Vehicle by external effects or outside influences or events or circumstances beyond the control of the owner or Porsche (including but not limited to accident, intentional damage, hail, flooding, earthquakes and other extreme adverse weather conditions), and in particular damage attributable to accident-related or mechanical damage to the body, paint or protective coatings is neither covered by the Long Life Warranty nor Bodywork Warranty.
- 2.18.7. the owner's failure to have the Porsche Vehicle checked or serviced by an authorised Porsche Centre or authorised Porsche Service Centre following a service or recall campaign published by or on behalf of Porsche; or
- 2.18.8. a failure to report the defect to Porsche immediately or the failure to provide an opportunity to Porsche for rectification without delay despite having been requested to do so.

## 3. Processing of warranty claims

- 3.1. Any warranty claim to be made must be submitted by the owner and received by Porsche, an authorised Porsche Centre or Porsche Service Centre established in the European Economic Area or Switzerland prior to expiry or termination of the claimed warranty benefit. Any warranty claim purportedly made or to be made under the:
  - 3.1.1. Defect Warranty;
  - 3.1.2. High-Voltage Battery Warranty;
  - 3.1.3. Long Life Warranty; or
  - 3.1.4. Bodywork Warranty,
    - after expiry or termination of the applicable warranty period will not be valid and can be ignored by Porsche without further liability.
- 3.2. Claims must be made as soon as practicably possible following the occurrence of a defect attracting a warranty response.
- 3.3. 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 any of the Porsche Warranties it will carry out the warranty work in accordance with these conditions and process the claim. In some jurisdictions the owner may have to pay for the repairs and make a warranty claim against Porsche for reimbursement in this situation please telephone Porsche Customer Assistance on telephone 03457911911 for validation of the claim and refund process for qualifying claims.
- 3.4. Porsche Vehicles receiving installed parts and warranty works undertaken in the process of fulfilling a claim under the Porsche Warranties shall after completion thereafter continue to have the benefit of the Porsche Warranties as defined herein to the extent not yet expired. Where a vehicle is provided in replacement of the Porsche Vehicle pursuant to the provisions of the Porsche Warranties, the replacement vehicle shall after delivery continue to have the benefit of the Porsche Warranties as defined herein to the extent not yet expired. The supply of a replacement vehicle shall not cause any extension of the duration of the Porsche Warranties. No new or additional warranties are given by Porsche in connection with the supply of a replacement vehicle under the Porsche Warranties.

- 3.5. If Porsche delivers a replacement vehicle as a result of a warranty claim, the owner will be required to return the defective Porsche Vehicle and to make payment of a sum in respect of reasonable contribution for the use of the returned vehicle. The returned defective vehicle and replacement vehicle must, respectively, be returned to and collected from, the authorised Porsche Centre that originally sold and registered the defective Porsche Vehicle.
- 3.6. If, as a result of a defect covered by the Porsche Warranties, the vehicle cannot be operated, the owner 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 owner pursuant to any Porsche Assistance benefit.

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