

Limitation of Liability

The terms of the Warranty are in addition to any rights and remedies that you may have as a consumer under New Zealand law. Subject to New Zealand consumer law:

1. The Manufacturer's liability under the Warranty is strictly limited to the repair or replacement of the relevant components; and
2. The Manufacturer is not liable in relation to the Warranty for any loss, damage, debt, loss of profit, penalty, fine, expense, liability or costs that results or may result (whether directly or indirectly, in contract or tort) from any defect in the vehicle or relevant component.

Porsche warranty for battery electric vehicles (Battery Electric Vehicles – BEV)

European Motors Limited (warrantor) grants the customer (warrantee) a three-year new vehicle warranty (warranty) for brand-new battery electric vehicles (new vehicles) sold and delivered within New Zealand in accordance with the following conditions with regard to all defects in materials and workmanship. The warranty only applies to all-electric vehicles (BEVs), but not to E-Hybrid Series Vehicles (HEVs)..

In the event of paint defects and corrosion, the Porsche paint and long-term warranty for new vehicles listed below applies.

The rights granted to the warrantee by this warranty apply in addition to his statutory rights in the event of defects of the new vehicle. The warrantee may claim the statutory rights free of charge. They are not restricted by the warranty, regardless of whether the warranty claim occurs and whether the warrantee makes use of the warranty.

1. Geographic Scope

Claims under this warranty may be made worldwide, but only at authorised dealers or repair shops.

2 Warranty Period

- 2.1 The warranty period begins on the earlier of the date of delivery of the new vehicle by the warrantor or an authorised dealer to the warrantee or the date of initial registration.

Irrespective of this, the warranty period shall commence when an authorised dealer delivers, uses or registers the new vehicle. The authorised dealer shall record the date of commencement of the period in the warranty and maintenance booklet.

- 2.2 The warranty period for defects in the vehicle's high-voltage battery ends after eight years or when the vehicle's mileage exceeds 160,000 km (whichever comes first). For all other defects, the warranty period is three-year, regardless of the mileage.

3 Prerequisites for the Warranty Claim

- 3.1 The warranty only applies to vehicles if and as long as they are considered road-legal.
- 3.2 A claim under the warranty is only valid if during the warranty period all service interval work is carried out according to the specifications of the service interval display of the vehicle. A deviation from the specifications is harmless, provided that the deviation from the specified service intervals in terms of time does not exceed one month and in terms of the mileage of the vehicle does not exceed 1,000 km. In the event of a greater deviation, the warrantor shall be released from its obligations under the warranty, unless the warrantee proves that non-compliance with these specifications did not cause the warranty claim.

4 Validity of the Warranty Claim

- 4.1 Subject to the following provisions in Sections 4.3 to 4.6, a warranty claim shall be deemed to exist in the event of any defect in the vehicle. This also includes excessive loss of capacity of the high-voltage battery in accordance with Section 4.2.

- 4.2 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 dealer or repair 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:

- 80 % of the net battery capacity within three years or up to 60,000 km mileage after initial delivery or initial registration;
- 70 % of the net battery capacity within eight years or up to 160,000 km mileage after initial delivery or initial registration.

- 4.3 A warranty service is excluded if the defect has been caused by one of the following events:
 - the vehicle 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
 - 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
 - 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

- the vehicle has been improperly handled or overused, such as overloading of the vehicle; or
- the vehicle has been damaged by external causes or influences (e.g. accident, hail, flooding, animal bite); or
- the warrantee has not reported a defect immediately; or
- the warrantee has not immediately given the opportunity to remedy the defect.

- 4.4 In the event of a defect in the high-voltage battery, warranty service is also excluded if the defect has been caused by:

- the high-voltage battery has been permanently removed from the vehicle, improperly opened or operated independently of the vehicle; or
- the high-voltage battery has come into direct contact with open fire; or
- the high-voltage battery is cleaned with high-pressure or steam jet cleaners or aggressive liquids have been applied.

- 4.5 Natural abrasion, i.e. normal wear and tear of the vehicle that is not caused by defects in materials or workmanship, and consequential damage due to natural abrasion are not covered by the warranty. This shall also apply in the event of a loss of capacity of the high-voltage battery which does not fall below the warranty values according to Section 4.2.

- 4.6 Third-party body-modification and -parts, third-party installations and third-party removals are not covered by the warranty. The same applies to accessories that were not installed and/or supplied at the factory.

5 Services in the Event of a Warranty Claim

- 5.1 In the event of a warranty claim, the warrantor shall have the defect remedied free of charge by an authorised dealer or repair shop (rectification). In the event of an excessive loss of capacity, this will be remedied free of charge for the customer in such a way that the respective warranty value is reached again. Example: If the net battery capacity is still 65 % for a vehicle seven years old and with a mileage of 100,000 km, then a net battery capacity of 70 % must be achieved as part of the defect rectification.

- 5.2 Within the scope of rectification, the warrantor may, at his own discretion, either replace or repair defective parts. The parts installed or repaired within the scope of the rectification of defects shall be covered accordingly under the warranty until the end of the period of the Porsche warranty for battery electric vehicles. The old parts removed within the scope of the rectification shall become the property of the warrantor subject to a deviating agreement in the specific workshop order.

- 5.3 The warranty does not grant the warrantee any claims against the warrantor beyond rectification. In particular, the warranty does not cover claims for delivery of a defect-free vehicle (replacement delivery). The same applies to claims for compensation, e.g. for the provision of a loaner vehicle, for damages, for reimbursement of futile expenses or for loss of use. This also applies if a defect cannot finally be remedied by rectification.

- 5.4 Claims based on intentional or grossly negligent conduct by the warrantor, its legal representatives or its vicarious agents and claims based on injury to life, limb or health shall remain unaffected by the limitations set out in Section 5.3.

6 Processing of the Warranty Claim

- 6.1 In order to avoid any consequential damage, the warrantee is obliged to notify an authorised dealer or repair shop of a defect immediately after it first occurs, to have the authorised dealer or repair shop record the defect and provide all necessary information, and to make the vehicle available to the authorised dealer or repair shop for the recording and repair of the defect.

- 6.2 If the vehicle becomes inoperable due to a defect, the warrantee is obliged to contact the nearest authorised dealer or repair shop. This company will decide whether the necessary work is to be carried out on site or in its workshop. Possible claims by the warrantee under Porsche Assistance remain unaffected by this.

- 6.3 In the case of vehicles whose maintenance history cannot be digitally traced, the warrantee must prove that all service interval work has been carried out in accordance with Section 3.2 by submitting the fully completed service record in the warranty and maintenance booklet or corresponding workshop invoices.

7 Transfer of the Warranty

In the event of the sale of the vehicle, the warrantor agrees to the assumption of the warranty contract by the new purchaser. The new purchaser takes the place of the warrantee and assumes the warranty to the extent and with the remaining warranty period existing at the time of the assumption.

8 Limitation

The warrantee's claims under the warranty expire six months after receipt of the notice of claim by the warrantor or by an authorised dealer or repair shop (the earlier date applies), but no later than six months after the expiry of the warranty period, whereby the notice of claim does not suspend the limitation period.

9 Final Provisions

The warranty and its interpretation shall be governed by the law of the registered office of the warrantor to the exclusion of the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

Porsche Paint and Long-term Warranty for New Vehicles

In addition, the warrantor assumes the following liability with regard to the body

- a three-year warranty against defects in the paintwork (paint warranty) and
- a twelve-year warranty against corrosion (long-term warranty).

A corrosion in the sense of the paint and long-term warranty is a sheet metal perforation on the body that has progressed from the inside (cavity) to the outside.

With the exception of the warranty period, all provisions of the Porsche warranty for battery electric vehicles, insofar as applicable in terms of content, shall apply mutatis mutandis to the paint and long-term warranty.



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2. The Manufacturer is not liable in relation to the Warranty for any loss, damage, debt, loss of profit, penalty, fine, expense, liability or costs that results or may result (whether directly or indirectly, in contract or tort) from any defect in the vehicle or relevant component.

Porsche warranty for Vehicles with Combustion Engine (ICE)

European Motors Limited (warrantor) grants the customer (warrantee) a three-year new vehicle warranty (warranty) for brand-new vehicles (new vehicles) sold and delivered within New Zealand in accordance with the following conditions with regard to all defects in materials and workmanship. The warranty does not apply to battery electric vehicles (BEVs) and not to plug-in hybrid electric vehicles (PHEVs).

In the event of paint defects and corrosion, the Porsche paint and long-term warranty for new vehicles listed below applies.

The rights granted to the warrantee by this warranty apply in addition to his statutory rights in the event of defects of the new vehicle. The warrantee may claim the statutory rights free of charge. They are not restricted by the warranty, regardless of whether the warranty claim occurs and whether the warrantee makes use of the warranty.

1. Geographic Scope

Claims under this warranty may be made worldwide, but only at authorised dealers or repair shops.

2 Warranty Period

- 2.1 The three-year warranty period begins on the earlier of the date of delivery of the new vehicle by the warrantor or an authorised dealer to the warrantee or the date of initial registration. Irrespective of this, the warranty period shall commence when an authorised dealer delivers, uses or registers the new vehicle. The authorised dealer shall record the date of commencement of the period in the warranty and maintenance booklet.

3 Prerequisites for the Warranty Claim

- 3.1 The warranty only applies to vehicles if and as long as they are considered road-legal.
- 3.2 A claim under the warranty is only valid if during the warranty period all service interval work is carried out according to the specifications of the service interval display of the vehicle. A deviation from the specifications is harmless, provided that the deviation from the specified service intervals in terms of time does not exceed one month and in terms of the mileage of the vehicle does not exceed 1,000 km. In the event of a greater deviation, the warrantor shall be released from its obligations under the warranty, unless the warrantee proves that non-compliance with these specifications did not cause the warranty claim.

4 Validity of the Warranty Claim

- 4.1 Subject to the following provisions in Sections 4.2 to 4.4, a warranty claim shall be deemed to exist in the event of any defect in the vehicle. This also includes excessive loss of capacity of the high-voltage battery in accordance with Section 4.2.
- 4.2 A warranty service is excluded if the defect has been caused by one of the following events:
 - the vehicle 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
 - 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
 - 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
 - the vehicle has been improperly handled or overused, such as overloading of the vehicle; or
 - the vehicle has been damaged by external causes or influences (e.g. accident, hail, flooding, animal bite); or
 - the warrantee has not reported a defect immediately; or
 - the warrantee has not immediately given the opportunity to remedy the defect.
- 4.3 Natural abrasion, i.e. normal wear and tear of the vehicle that is not caused by defects in materials or workmanship, and consequential damage due to natural abrasion are not covered by the warranty.

- 4.4 Third-party body-modification and -parts, third-party installations and third-party removals are not covered by the warranty. The same applies to accessories that were not installed and/or supplied at the factory.

5 Services in the Event of a Warranty Claim

- 5.1 In the event of a warranty claim, the warrantor shall have the defect remedied free of charge by an authorised dealer or repair shop (rectification).
- 5.2 Within the scope of rectification, the warrantor may, at his own discretion, either replace or repair defective parts. The parts installed or repaired within the scope of the rectification of defects shall be covered accordingly under the warranty until the end of the period of the Porsche warranty for new vehicles. The old parts removed within the scope of the rectification shall become the property of the warrantor subject to a deviating agreement in the specific workshop order.
- 5.3 The warranty does not grant the warrantee any claims against the warrantor beyond rectification. In particular, the warranty does not cover claims for delivery of a defect-free vehicle (replacement delivery). The same applies to claims for compensation, e.g. for the provision of a loaner vehicle, for damages, for reimbursement of futile expenses or for loss of use. This also applies if a defect cannot finally be remedied by rectification.
- 5.4 Claims based on intentional or grossly negligent conduct by the warrantor, its legal representatives or its vicarious agents and claims based on injury to life, limb or health shall remain unaffected by the limitations set out in Section 5.3.

6. Processing of the Warranty Claim

- 6.1 In order to avoid any consequential damage, the warrantee is obliged to notify an authorised dealer or repair shop of a defect immediately after it first occurs, to have the authorised dealer or repair shop record the defect and provide all necessary information, and to make the vehicle available to the authorised dealer or repair shop for the recording and repair of the defect.
- 6.2 If the vehicle becomes inoperable due to a defect, the warrantee is obliged to contact the nearest authorised dealer or repair shop. This company will decide whether the necessary work is to be carried out on site or in its workshop. Possible claims by the warrantee under Porsche Assistance remain unaffected by this.
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Porsche Paint and Long-term Warranty for New Vehicles

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A corrosion in the sense of the paint and long-term warranty is a sheet metal perforation on the body that has progressed from the inside (cavity) to the outside.

With the exception of the warranty period, all provisions of the Porsche warranty for new vehicles, insofar as applicable in terms of content, shall apply mutatis mutandis to the paint and long-term warranty.