

ABT E-LINE ELECTRIFICATION

Thanks to the best warranty service on the market, when electrifying with ABT e-Line GmbH, you also have a clear lead in terms of customer protection, with a two-year warranty included within the scope of the factory warranty after the initial delivery of the vehicle, in accordance with the ABT e-Line warranty guidelines!

ABT WARRANTY CONDITIONS FOR THE ABT NEW CAR WARRANTY

VALID WITH EFFECT FROM 1.7.2019

1. For customers who have had Abt e-Line GmbH carry out the electrification of their basic vehicle, ABT e-Line GmbH assumes the new car warranty analogous to the new car guarantee (but without systems/amendments) granted by the manufacturer of the basic vehicle (VWN), with the following restrictions for the scope of conversion by Abt e-Line GmbH.
2. In the event of a defect covered by the warranty, ABT e-Line GmbH may, at its own option and discretion, have the defect remedied by an authorised Volkswagen E-service partner (ABT-E partner) (rectification) or rectify it itself at the premises of ABT e-Line GmbH.
3. If the defect cannot be remedied by rectification, or if, according to statutory requirements, it would be unreasonable to expect the policyholder to accept further attempts at rectification, the customer may only demand delivery of a vehicle free of defects from the warrantor ABT e-Line GmbH.
4. Any further claims relating to this warranty are precluded; in particular, the warranty covers neither claims for compensation, for instance the provision of a replacement vehicle for the duration of the rectification of defects, nor claims for damages.
5. In order to be able to benefit from the ABT e-Line warranty, the vehicle must have been serviced in accordance with of Volkswagen AG and ABT e-Line GmbH standards at the intervals prescribed.
6. Natural wear and tear is excluded from the warranty.
7. Defects in third-party superstructures, third-party conversions and third-party extensions are also excluded from the warranty, as are defects in the vehicle/electrification caused by these. The same shall apply in particular to accessories which have not been installed and/or supplied at the factory. In this regard, it is essential that the instructions included in the ABT assembly guidelines, which can be requested from ABT e-Line GmbH at any time, are observed. Violation of this provision shall void the ABT warranty.
8. Furthermore, no ABT warranty obligations shall exist if the defect has arisen as a result of the fact that
 - a) the vehicle has previously been improperly repaired and/or improperly serviced or maintained (among other things, please observe the instructions regarding car care in the high-voltage range!) by the policyholder himself or by a third party who is not an ABT-authorized Volkswagen E service partner, or

- b) instructions relating to the handling and care of the vehicle (e.g. operating instructions) have not been followed or
- c) the vehicle has been damaged by a third party or external influences (e.g. accident, hail, flooding), or
- d) parts not expressly approved for use by Volkswagen AG / ABT e-Line GmbH have been mounted or installed in the vehicle, or the vehicle has been modified in a manner not approved by Volkswagen AG / ABT e-Line GmbH (e.g. subsequent body modifications outside of the body assembly guidelines), or
- e) the vehicle has been put to improper or excessive use, e.g. during motor sports competitions, or as a result of overcharging or of the battery being put to anything other than its designated use - namely of operating the vehicle - (e.g. bidirectional charging / infrastructure battery)
- f) the policyholder has failed to report a defect without undue delay, or the policyholder, although requested to do so, has failed to provide an opportunity for the defect to be rectified without undue delay.

9. The following shall apply to the handling of warranty claims:

- a) Warranty claims can only be submitted to authorised ABT Volkswagen service partners in the territory of the European Economic Area (EEA) i.e. the countries in the European Union, as well as Norway, Iceland, Liechtenstein and Switzerland. If the vehicle is delivered or registered in a territory outside of the EEA or Switzerland, the customer cannot benefit from the warranty. Operation of the vehicle is explicitly prohibited in the USA.
- b) The fully completed service plan must be submitted.
- c) In the event of rectification, ABT e-Line GmbH may, at its own discretion, either replace or repair the defective part. Parts that have been replaced shall become the property of ABT e-Line GmbH.
- d) For parts installed or repaired within the scope of the repair, the policyholder may only assert warranty claims up to the end of the warranty period of the vehicle.
- e) Should the vehicle become inoperative due to a defect, the policyholder shall be obliged to contact the nearest authorised ABT-Volkswagen E service partner. This service partner will then decide whether the necessary work is to be carried out on the spot or in its workshop.

Any possible claims of the policyholder under the Volkswagen LongLife Mobility Guarantee shall remain unaffected.

- f) If Volkswagen AG delivers a new vehicle as a result of a warranty claim, then Volkswagen AG may request that the policyholder should return the defective vehicle and pay appropriate compensation for the use of the returned vehicle in accordance with the provisions of the German Civil Code on rescission of contract (§ 346-348 BGB).
 - g) The only address to which the defective vehicle may be returned and a new vehicle delivered is the dealership of the authorised Volkswagen dealer who sold the new vehicle that has been returned, or registered it for the first time.
 - h) In the event of damage, the nearest Abt E-Service Partner must be contacted without delay, or if this is not known, the Technical Customer Service at ABT E-Line must be informed (telephone 0831-960393-21), and an e-mail be sent to kundenreklamation@abt-eline.de. A binding order for repair work or for the preparation of a quotation for which a charge will be made is subject to the prior written approval of ABT E-Line, which shall be arranged by the Abt e service partner in accordance with the guidelines. (The form can be found in the service booklet or obtained from the Technical Customer Service). An order signed by the customer shall not replace this approval. Settlement must be made in accordance with our guidelines for processing warranty claims.
 - i) If a claim is justified, a replacement car can be provided for a maximum of 3 days. Depending on the vehicle type, reimbursement of the costs shall be limited in accordance with our guidelines for processing warranty claims.
 - j) There shall be no entitlement to reimbursement of the cost of repatriation of the vehicle or trailer, of the journey home, accommodation, loss of earnings and other indirect costs.
10. The start of the two-year warranty period shall be documented in the service booklet by Volkswagen AG or an authorised Volkswagen partner. The warranty period shall begin from the date on which the vehicle is handed over by Volkswagen AG or an authorised Volkswagen partner to the original purchaser, or from the date of initial registration, whichever is the earlier. Irrespective of this, the warranty period shall begin when the vehicle is delivered, registered or used in the territory of the EEA and Switzerland. The date of delivery must be entered in the service plan / operating manual (MJ18) of the Warranty Conditions booklet by the delivering partner in the Volkswagen organisation. The delivery date shall be transmitted to the manufacturer by the delivering partner (via the importer) and stored in the CarPort system. In case of doubt (e.g. if the service plan is lost, or the delivery date has either not been entered, or incorrectly entered in the service plan/manual), the date in CarPort shall apply. If the date has not been stored in CarPort, the invoice/delivery date shall apply. In case of doubt, the customer must provide proof of the beginning of the warranty period.

11. The ABT e-Line GmbH warranty shall expire 2 years after the start of the term defined in point 10. It shall apply to Volkswagen vehicles and cover the mobility guarantee in line with the manufacturer's specifications. The warranty and electrification cannot be transferred to another vehicle.

The right to rescission or reduction shall be limited to the deliveries and services provided by ABT e-Line GmbH. If a notice of defect is justified and, in accordance with the statutory provisions, rectification has proved unsuccessful, the customer may, in consultation with the manufacturer, submit the rescission/reduction for the complete vehicle to his authorised dealer in accordance with the statutory provisions. The corresponding damage adjustment will then be dealt with internally by Abt e-Line GmbH and the manufacturer VWN.

12. This warranty shall not limit the statutory rights, in particular warranty claims against the seller of the vehicle and possible claims under the Product Liability Act against Volkswagen AG as the manufacturer.
13. Should the vehicle manufacturer have an update ready for installation, ABT E-Line cannot assume any third-party costs (e.g. removal/installation of control unit, shipping costs, rental car, etc.). Wear parts (e.g. brake discs, linings, clutches, tyres etc.) are strictly excluded from the warranty.
14. The granting of any warranty coverage shall be subject to appropriate use having been made of the vehicle outside of motor sports activities, and to regular maintenance having been carried out in accordance with the manufacturer's instructions. Should any additional modifications be made to the vehicle and/or battery that will have a direct or indirect influence on the deliveries and services provided by us, any warranty claim against ABT E-Line shall lapse. An example of this is the use of the car battery as part of a bidirectional charging process (use of the battery as an infrastructure battery), which is expressly prohibited and will invalidate the ABT warranty.
15. Please also note our General Terms and Conditions and any additional information in the service booklet enclosed with the electrification, the data sheets for the product in question, or the data entry sheet or order confirmation to be signed by you.

(Supplement) - for all ABT e-Line GmbH models

Subject to the warranty printed overleaf (requirements, standard for freedom from defects, reasons for exclusion, settlement of claims, commencement of the warranty period, scope of application, etc.), ABT e-Line GmbH also provides the following **additional** warranty **for the battery only**:

- 1. ABT e-Line GmbH provides a warranty of 8 years or 160,000 kilometres, whichever occurs first, on all components installed in the battery, in particular the modules contained therein.**
- 2. However, this extended ABT e-Line battery warranty shall not apply (exclusion) if**
 - a. the maintenance, inspection and care work scheduled by the manufacturer and ABT e-Line GmbH up to the time of application has not been carried out in full on the vehicle in question, in accordance with the manufacturer's specifications
 - b. instead of being put to its intended use, the battery has been used as an infrastructure battery in the context of a bidirectional charging operation
 - c. the battery defect has been caused as a result of being subjected to deep discharge (if the vehicle has been left standing for prolonged periods without appropriate maintenance (charging) of the battery)
 - d. the battery has been altered in any way (intentionally or unintentionally) due to third party action, or the battery case has been damaged (e.g. drilled) during subsequent assembly of the battery case
 - e. the battery has been damaged in a previous accident (e.g. cracks in the battery case and/or "internal" damage due to shock)
 - f. the battery has previously been improperly opened or incorrectly maintained by a third party
 - g. the battery has not complied with the prescribed framework data during charging or discharging (current, voltage or time)
 - h. the vehicles have been used as driving school, rescue and police vehicles
 - i. the vehicle has been put to improper or excessive use, e.g. during motor sports competitions and/or test drives
 - j. animal bites of general nature
 - k. the damage has been caused due to modifications being made to the original design of the vehicle or third-party parts or accessories being installed (e.g. retrofitting) without the prior written approval of the manufacturer, or to parts being installed either incorrectly or without due adherence to Abt e-Line GmbH assembly guidelines
 - l. the cause of the damage is connected with the fact
 - a. that the manufacturer's instructions in the operating manual for the operation of the vehicle have not been observed (e.g. treatment of the loading inlet when washing the vehicle)
 - b. that advantage has not been taken of a product recall by the manufacturer
 - c. that previous damage visible to a workshop had not been repaired immediately
 - d. that the vehicle / battery has been improperly repaired, serviced or maintained.

3. What risks and costs are insured:

Under the terms of the extended battery warranty, ABT e-Line GmbH will reimburse material costs (= for replacements) in the case of repairs to batteries needing to be carried out as a result of a mechanical or electrical component within the battery losing its actual ability to function during the insurance cover period. This shall also include the cost of removing and installing the parts concerned.

Inoperability shall be deemed to exist if, due to a technical defect, one or more of the parts installed in the battery no longer fulfils its intended use within the battery.

A reduction in battery capacity over time is due to the components, and does not constitute a defect within the meaning of this warranty, provided that this value does not fall below 70% of the original usable capacity (net usable capacity in KWh, analogous to vehicle data in the service booklet / vehicle technical data sheet, measured according to ABT e-Line specification) before the expiry of the 8-year period or 160,000 km, whichever occurs first.

4. How much do we pay?

In the event of a justified defect/damage to the battery, ABT e-Line GmbH will reimburse the cost of replacement parts on the basis of the manufacturer's non-binding price recommendations on the day the damage occurs, but not exceeding the amount actually incurred.

Furthermore, the ABT e-Line partner shall be reimbursed with the removal and installation costs in accordance with the hourly rate set out in the warranty. This shall include the removal and installation of the battery on the vehicle itself as well as the opening and closing of the battery housing itself. However, only the time spent on repairs by official ABT e-Line partners can be reimbursed. There will be no reimbursement for repair work carried out externally (outside of the ABT e-Line partner network).

If, on account of the defect, it is necessary for the battery to be sent elsewhere in Germany for repairs (e.g. to a battery repair centre), transport costs within Germany will be reimbursed. Foreign transport costs are expressly excluded from the warranty, and will not be covered by ABT e-Line GmbH.

If the repair costs exceed the value of a replacement unit, as is usually the case with the damage in question, entitlement to compensation is limited to the cost of such a replacement unit.

The amount of the compensation claim is limited to the replacement value of the vehicle at the time the damage occurs. If the repair costs exceed the replacement value of the vehicle at the time the damage occurs, the claim for compensation is limited to the replacement value less the residual value.

5. The following are **not included** in the scope of the extended battery warranty
 - a- Rental car or replacement services for the duration of the repair
 - b- Transport costs for the battery outside of Germany
 - c- Paint and corrosion damage to the battery case itself
 - d- Indirect damage, such as towing costs, parking and storage fees, rental car costs, compensation for loss of use, etc.
 - e- Maintenance work
 - f- Subsequent damage to uninsured parts occurring as a result of damage for which compensation is due.

6. Where is the insurance coverage provided?

Insurance cover exists in the countries in which the manufacturer Abt e-Line GmbH is represented directly or indirectly by official Abt e-Line GmbH dealers or service partners. If the vehicle is used temporarily in another European country (including Switzerland), insurance coverage is also provided there. Temporary use shall not be deemed to exist if the vehicle is predominantly abroad for a period of more than six weeks per year.

7. **Termination:** Following an insured occurrence, both the policyholder and the guarantor may terminate the contract within two months of payment or rejection of the compensation pursuant to § 92 of the German Insurance Contract Act (VVG).
8. **Concluding provisions:**
 - a. German law shall apply, and the place of jurisdiction shall be Kempten (Allgäu).
 - b. Unless otherwise agreed in these terms and conditions or in the other contractual provisions, the statutory provisions shall apply. Verbal agreements are invalid.
 - c. Claims arising from the contract shall become invalid after three years. After a claim has been filed, the limitation period is suspended until our decision has been received in writing.

9 Severability clause

Should any provision of these warranty terms be or become invalid or void, in whole or in part, or as a result of a change in law or by high court ruling or otherwise, become invalid or void in whole or in part, or should there be loopholes in this provision, the parties agree that the remaining provisions of these warranty terms shall remain in full force and effect. In this case, the contracting parties, taking into account the principle of good faith, undertake to replace the invalid provision with a valid provision which comes as close as possible to the meaning and purpose of the invalid provision and which it can be assumed would have been agreed by the parties at the time the contract was concluded if they had known of or foreseen the invalidity or nullity. The same shall apply if there is any gap in these warranty conditions.

Kempten, dated 1.7.2019