

## Summary of New Vehicle Warranty

This document summarises the New Vehicle Warranty (“the Warranty”) provided by the Manufacturer and by Espana Motors Limited trading as CUPRA New Zealand (“the Importer”). The term “Manufacturer” when used in this summary means CUPRA/SEAT S.A.

### The Warranty

The Warranty provided by the Importer is provided on the same Terms and Conditions as the Warranty provided by the Manufacturer. The Warranty only applies to CUPRA vehicles imported new and sold by the Importer. The warranty is fully transferable to subsequent owners.

1. In summary under the Warranty the vehicle is guaranteed from the date of first registration or delivery (whichever occurs first) against defects in original materials and workmanship consistent with the current state of the art for the purchased article, for the following periods:

CUPRA new vehicle warranty coverage
5 years or 100,000km cover against all defects in material or workmanship (whichever occurs first)
12 years cover against corrosion perforation of bodywork (with unlimited mileage)
3 years cover against paint defects on vehicles’ bodywork (with unlimited mileage)
8 years or 160,000km cover on the High-voltage battery for all Battery Electric Vehicles and Plugin Hybrid Electric vehicles (whichever occurs first)
2 years cover against all defects in material or workmanship for genuine CUPRA parts and accessories (with unlimited mileage)
5 years 24/7 national Roadside Assistance

The above warranties are subject to the following qualifications:

- a. Warranty repairs can only be carried out by a member of the CUPRA authorised network, using only CUPRA genuine parts.
- b. Any vehicle parts installed, painted or repaired as part of the Warranty process shall only be covered until the end of the Warranty term for the vehicle itself.
- c. For the paint defect warranty to apply:
  - i. The vehicle must have treated in accordance with the Vehicle Care section in the Owner’s Handbook.
  - ii. Any damage to the vehicle’s paint and protective coatings must be properly remedied without delay.
- d. The perforation through corrosion Warranty is subject to the conditions listed under Customer Information in the Owners Handbook.

2. In accordance with the Warranty, your Official CUPRA Garage or approved Service Centre will repair or replace (at the Manufacturer’s or Importer’s option) the relevant component that

suffers a defect during the relevant Warranty period. Parts used in repairing your vehicle may be either new, or an exchange part (at the Manufacturer's or Importer's option).

3. Any defective part(s) replaced under the Warranty will then become the property of the Manufacturer.

### **Exclusions to the Warranty**

Claims will not be covered by the Warranty if they arise as a result of any:

1. Failure to have the vehicle properly maintained by an Official CUPRA Garage or Service Centre, at the intervals specified by the Manufacturer and including all of the items specified by the Manufacturer for the periodic service in question (see the maintenance section of Owner's manual for further information regarding maintenance).
2. Negligence, driver abuse or failure to properly drive, use or operate the vehicle in accordance with the specifications, recommendations, capacity and limitations specified for the vehicle by the Manufacturer, or use of the vehicle for purposes for which it was not designed.
3. Failure to report the relevant defect immediately or the failure to provide an opportunity for rectification without delay despite having been requested to do so.
4. The installation in the vehicle of parts, software or consumables the use of which has not been approved by the Manufacturer, or the modification (e.g. tuning) of the vehicle in a way that has not been approved by the Manufacturer.
5. Normal wear and tear, namely the reduction in operating performance of a covered component that results from normal use, having regard to the age of the vehicle and the total distance the vehicle has travelled.
6. Any items which require adjustment replenishing or replacement as part of normal vehicle maintenance, including but not limited to oil, fuel, lubricants and coolants, spark plugs, brake and clutch linings, brake pads, clutch packs, belts, shock absorbers, refrigerant gas, filters, hoses, cables, tyres, batteries and light bulbs.
7. Use, or testing in preparation for use, for motor sport including, without limitation, racing or rallying for reward or otherwise.
8. Damage to the vehicle by external effects or outside influences (e.g. accident, punctures, hail, flooding or exposure to saltwater).
9. Use of the vehicle as a hire car or conveying passengers for a fare without written consent by CUPRA New Zealand.
10. Body repairs not completed by an Authorised CUPRA Body Repairer. (Note: In such repairs body repairer carries future warranty on repaired area not Manufacturer)
11. Defective servicing or repair work not carried out by an authorised CUPRA Garage or Service Centre.

## **High Voltage Battery Warranty**

In addition to the New Vehicle Warranty, the Manufacturer grants an additional warranty for the high voltage battery only of Battery Electric Vehicles (BEV) or Plug-In Hybrid vehicles (PHEV) (the “Battery Warranty”). The terms and conditions of the Battery Warranty are similar to the terms and conditions of the CUPRA New Vehicle Warranty.

In summary, under the Battery Warranty, the Manufacturer warrants that the high voltage battery of BEVs and PHEVs will be free from defects in workmanship or original materials for 8 years or 160,000 kilometres (whichever occurs first).

The high voltage battery is, like all lithium-ion batteries, subject to aging and wear and its capacity may decrease depending on usage and environmental conditions. A reduction in the capacity of the high-voltage battery over time is a natural property of technology and does not constitute a defect in the sense of the CUPRA Warranty (it is deemed natural wear and tear). In the event of a claim under the CUPRA warranty regarding damage to the high-voltage battery, the capacity of the high-voltage battery after fault rectification is at least 70% of the total usable capacity, and this is in consideration of all relevant factors including the age, condition and the mileage of the vehicle. Instructions and recommendations for maximum battery lifetime can be found in the vehicle Owners Handbook.

## **Warranty Claims**

Claims arising from the Warranty can only be asserted at Official CUPRA Garage or approved Service Centres.

Claims require submission of a completely filled-out Maintenance record via Digital Service Schedule.

If you have any questions about this Warranty, contact your Official CUPRA Garage or approved Service Centre.

## **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 direct consequential damage to host vehicle only.
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.

## Your Rights Under New Zealand Consumer Law

The Consumer Guarantees Act 1993 (the “**Act**”) sets minimum standards guarantees for goods / products and services bought for personal use. In particular, it provides that products sold to consumers come with a guarantee of “acceptable quality”, which means that the product must:

- be fit for purpose (do all the normal things that people would expect them to do)
- be durable for as long as most people would expect them to last
- be free from minor or major faults
- do what you the consumer have been told they would do
- be safe and durable.

If you as a consumer have a serious problem with a product, you have the choice between a refund, replacement, repair or compensation from the business that sold you the product, as long as you comply with certain requirements. If you have a problem with a product that is not serious, the business that sold you the product can choose to refund, repair or replace it with products of identical type, as long as you comply with certain requirements. If you would like more information on your rights and remedies under the Act, please refer to the Government Consumer Protection website.

<https://www.consumerprotection.govt.nz/general-help/consumer-laws/consumer-guarantees-act/>