

NEW VEHICLE MANUFACTURERS WARRANTY TERMS AND CONDITIONS

This document sets out the terms and conditions on which we will provide your new vehicle manufacturers warranty (the "Terms"). These Terms are between you and Leapmotor International Business S.P.A., a registered establishment in England and Wales with company number BR027189. Our UK registered establishment is at Pinley House, Sunbeam Way, Coventry, CV3 1ND ("Leapmotor", "we", "us", "our").

KEY INFORMATION AND TERMS

Services: The Services under these Terms cover:

- the replacement or repair of Faulty mechanical, electrical, or electronic parts; and
- the provision of comprehensive breakdown cover; and
- repairs necessary to resolve manufacturing defects due to the high-voltage battery, paintwork and perforation.

Vehicle: These Terms apply to:

- all Leapmotor vehicles ordered and registered in the UK; and
- are not transferrable to any other vehicle.

Eligible vehicles under these Terms are described in clause 1.2 of these Terms and ineligible vehicles as described in clause 1.3 of these Terms.

Duration: It is possible to benefit from these Terms within the maximum limits as follows:

- T03 is 3 years from the Warranty Start Date; or
- C10 is 4 years from the Warranty Start Date; or
- B10 is 4 years from the Warranty Start Date; or
- 60,000 miles is reached, whichever happens first.

Duration as defined in these key Terms, and detailed in 1.1, do not apply in clause 3, 4 and 6 of these Terms.

Warranty Start Date: This is either the date of first registration of the vehicle, or the date of new car handover to the first registered owner of the vehicle, whichever is the latter. Your Warranty Start Date is also the start date for your manufacturer servicing schedule.

Administration: The Services are administered by the Leapmotor authorised partners. Our authorised partners operate within the territories as described in clause 1.5 of these Terms.

Restrictions to Services: The Services will be provided on your vehicle only and may be subject to certain service restrictions. Service restrictions such as and not limited to clause 1.5, 1.6, 1.7, 2.2, 2.3, 3, 4.2, 5.2, 5.5, 5.6, 6.2, 6.5, 6.7 of these Terms. All Services covered will, and must, be provided by a Leapmotor authorised partner.

Faulty: The inability of a part to operate under the manufacturer's specification. This does not include wear and tear, normal deterioration, or negligence in caring for the

vehicle on your part. If other parts on your vehicle are damaged by a Faulty part, these will be replaced or repaired under the same conditions.

CLAUSE 1 – CONDITIONS

1.1 Duration and Mileage

These Terms will begin from the Warranty Start Date and will apply as follows:

- for all T03 vehicles the warranty period is three years or 60,000 miles, whichever happens first);
- for all C10 vehicles the warranty period is four years or 60,000 miles, whichever happens first;
- for all B10 vehicles the warranty period is four years or 60,000 miles, whichever happens first; or
- you or we end these Terms as set out in clause 7 of these Terms.

1.2 Eligible Vehicles

The following eligibility terms apply:

- your Leapmotor vehicle must be sold as a new vehicle and ordered in the United Kingdom; and
- These Terms transfer to any subsequent owner of the vehicle within the relevant duration as defined in clause 1.1 of these Terms.

1.3 Ineligible Vehicles

The following Leapmotor vehicles are ineligible under these Terms:

- a vehicle which is a grey import, meaning any vehicles legally imported from another country through channels other than our Leapmotor authorised UK distribution network or via our Leapmotor UK authorised partners;
- a vehicle which has been modified or adapted from the manufacturer's original specification where the modification or adaptation is found to contribute to the fault; or where the modification or adaptation has been carried out without complying to the technical instructions as defined by Leapmotor International Business S.P.A.;
- a vehicle which has been driven in a competitive motoring event;
- a vehicle used in abnormal circumstances, or which has been overloaded, even for a short time;
- a vehicle where the faults or defect is due to negligence or failure to observe instructions as detailed in the new vehicle warranty terms, the owners operating handbook and/or maintenance records;
- a vehicle where the odometer has been modified, or the actual mileage cannot be verified with certainty (unless the replacement of the odometer has met the conditions in the warranty and maintenance records and followed the procedure as detailed in the odometer replacement form); or
- a vehicle which has been invalidated under these Terms.

1.4 Conditions of Activation

1.4.1 Your new vehicle manufacturers warranty is activated from new by the selling Leapmotor retailer.

1.4.2 The vehicle itself can be for either private use or business use.

1.4.3 For new vehicle manufacturer warranty queries please contact:

- a Leapmotor authorised partner; or
- contact us by telephone: 0800 0280 970; or
- email us at customerservicesengland@cc-leapmotor-international.com with your name, vehicle and retailer details, along with the reason for your contact; or
- write to Leapmotor International Business S.P.A., c/o Customer Care, Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND.

1.5 Territoriality

So long as you still have cover under these Terms, you can take advantage of the Services in the following countries or territories: Andorra, Austria, Belgium, Denmark, France, Germany, Gibraltar, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Vatican City, Spain, Sweden, Switzerland, United Kingdom (including the Channel Islands and the Isle of Man).

1.6 Parts

If we repair or replace any parts of your Leapmotor vehicle under these Terms, we may use new parts or reconditioned parts. The parts may be branded or obtained from our Leapmotor authorised network. Any replaced parts will be disposed of by us and not be returned to you.

1.7 General Conditions to the New Vehicle Manufacturers Warranty

1.7.1 The Services provided under these Terms are subject to the following:

- your vehicle must remain registered (as set out in clause 1.2 of these Terms);
- your vehicle must have been used and maintained under the manufacturer's instructions. These are indicated in the manufacturer's handbook, the digital handbook versions, or your vehicle's dashboard;
- your vehicle must be serviced at the correct time and mileage intervals otherwise you may invalidate these Terms;
- the servicing operations and checks specified in the manufacturer's servicing schedule must be complete and recorded in your vehicle's warranty and maintenance guide or within the digital maintenance records. If you don't have this, you must be able to provide supporting documentary evidence on request. This evidence should contain servicing checklists, servicing schedules and invoices. Any invoices should support minimum standards such as the name and address of independent servicing business; registration details of the vehicle; date and description of the services and/or repairs; mileage at the time; oil quantity, grade/viscosity, manufacturer; parts fitted/part numbers;
- the fluid and lubricant levels in your vehicle must have been maintained under the manufacturer's instructions. These are indicated in the manufacturer's handbook;
- scheduled services on your vehicle must be carried out within two months/1800 miles of the intervals as specified by the manufacturer, whichever happens first; and
- only Leapmotor authorised partners are approved to complete any repairs deemed eligible under these Terms.

1.7.2 If there is a manufacturer defect with your vehicle, this should be repaired by a Leapmotor authorised partner in one of the territories described in clause 1.5 of these Terms. The manufacturer's handbook must be presented before each repair. Your vehicle must be presented to a Leapmotor authorised partner as soon as possible after the fault is discovered.

1.7.3 The covered Services carried out by a Leapmotor authorised partner under these Terms will be paid for by us. No advance payment is required from you.

1.7.4 Any work carried out under these Terms, with or without replacement of parts, does not extend the duration of your new vehicle manufacturers warranty.

1.7.5 Any Services carried out by a Leapmotor authorised partner not eligible under these Terms will be authorised and paid for by you.

1.7.6 Parts replaced on your vehicle under these Terms will become the property of Leapmotor International Business S.P.A. and its representatives.

1.7.7 If there is more than one warranty or commercial cover valid at the same time the Terms with the greatest level of cover will take precedent.

CLAUSE 2 – PARTS FAILURE REPLACEMENT

2.1 Parts failure replacement is the replacement or repair of Faulty mechanical, electrical, or electronic parts. If other parts on your vehicle are damaged by a Faulty part, these will be replaced or repaired under the same conditions. This assessment is at the reasonable discretion of the Leapmotor authorised partner.

2.2 The Services provided under these Terms, include parts, labour and applicable tax. These Services must be performed by a Leapmotor authorised partner (or our approved breakdown provider).

2.3 Parts failure replacement does not include or apply to:

- any diagnostic time which doesn't result in a valid claim under these Terms;
- the replacement of parts through wear and tear, if these parts cannot fulfil the function for which they have been designed. This decision will be taken at the Leapmotor authorised partner's reasonable discretion and/or using any wear indicator available. The following parts are subject to wear, such as and not limited to, brake pads, brake discs, brake drums and brake shoes, shock absorbers, wheel bearings, ball joints, remote control batteries, clutch (mechanism, cover, disc, thrust bearing), wiper blades, tyres, fuses, bulbs (except discharge bulbs and LEDs).
- any loss, damage or failure which occurs while the vehicle is outside the geographical territories as defined within clause 1.2 of these Terms;
- sinking or immersion (in water), damage caused by natural disasters, vandalism, attack, riot, immobilisation by the police, acts of war, terrorism, accident, fire, theft, or attempted theft;
- the replacement, fitting, maintenance or repair of parts, equipment or accessories not originally fitted to your vehicle and/or that are not approved by the manufacturer, and any related consequences;
- the consequences of repairs, conversions or modifications carried out by a business other than a Leapmotor authorised partner;
- damage caused using fluids, parts or accessories which are not genuine or of equal quality;

- damage caused by natural phenomena, hail, flooding, lightning, storms, or other atmospheric hazards;
- damage caused by accident, fire, theft, attempted theft, riots;
- repairs resulting from negligence, a driving error, incorrect use of your vehicle (such as, and not limited to, overloading, competition, racing);
- failure to follow the servicing operations, in strict conformity with the manufacturer's recommendations (as defined in the manufacturer's handbook, the digital handbook versions or the vehicle dashboard);
- failures and/or discharging of your vehicle's batteries due to incorrect electrical connection, the electrical supply, the electrical installation or the current used;
- breaking of or damage to glass and headlamp units, lamps or mirrors, the loss of trims or remote controls, door seals;
- bodywork repairs, washing, polishing, and cleaning;
- work on the passenger compartment, including cleaning, and repairs of door trims, upholstery, and carpet in case of wear;
- vibrations and noises linked to your vehicle's operation;
- deterioration such as and not limited to discolouration, alteration, or distortion of parts due to normal ageing linked with the use of your vehicle, its mileage, or its geographic and climatic environment, if this replacement is not due to a manufacturing defect;
- navigation updates;
- servicing and maintenance that doesn't follow the manufacturer's recommendations or is optional between two periodic services;
- settings (such as, and not limited to, doors, front axles, parallelism, wheel balancing);
- the wheels, tyres, and their balancing;
- loss of keys, covers or remote controls;
- cosmetic damages and paint;
- towing the vehicle;
- water inlets and their consequences;
- air leaks, liquid leaks, air noise, rubber seals and openings of doors, floor and ceiling, squeaks, adjustments, vibrations, and shocks in general, any noise that does not affect the normal operation of the part;
- damage to the vehicle resulting from:
 - traction beyond the limits provided for on the gross vehicle weight on the registration certificate or use of the traction battery other than to supply power to the vehicle;
 - the use of charging cables and charging stations that does not meet the manufacturer's specifications; or
 - the use of public charging stations that are not certified or do not meet the standards and regulations in force;
- any failure of any nature whatsoever as soon as the odometer has been altered, modified, or disconnected;
- the direct or indirect consequences of any repairs carried out outside of the Leapmotor authorised network;
- the direct or indirect consequences of a failure to report a fault to a Leapmotor authorised partner as soon as you become aware of it;
- the direct or indirect consequences of a failure by you to response to an invitation by a Leapmotor authorised partner to have your vehicle repaired as soon as possible;
- the modifications necessary to ensure that your vehicle conforms following a change of legislation which comes into force after the delivery of your vehicle; or

- all other costs included but not limited to the costs incurred because of your vehicle being off the road, such as and not limited to loss of enjoyment or use.

CLAUSE 3 – ROADSIDE ASSISTANCE (RSA)

From the Warranty Start Date your vehicle is provided with a comprehensive breakdown cover for four years for all Leapmotor vehicles.

Full terms and conditions to support your breakdown cover can be found online at [Leapmotor.co.uk](https://leapmotor.co.uk).

CLAUSE 4 – HIGH VOLTAGE BATTERY

4.1 The high-voltage storage battery (the “high-voltage battery”) cover is against Faulty parts under the conditions set out below:

- For a period of 8 years or 100,000 miles, whichever happens first;
- We will put right any Faulty part by replacement with a new or certified reconditioned high-voltage battery, or by repair;
- There will be a minimum 80% charge capacity for the duration of the 8 years or 100,000 miles whichever happens first.

4.2 The high-voltage battery cover does not apply in the following circumstances:

- Failure to complete the scheduled servicing at the correct time. Scheduled servicing intervals are detailed in the manufacturer guides supplied with the vehicle.
- Where the capacity to hold charge decreases with time and use, as for any rechargeable battery. The amount by which the battery capacity decreases may vary due to:
 - outside conditions (such as, and not limited to, ambient temperature);
 - usage conditions (such as, and not limited to, driving habits); and
 - the high-voltage battery charging methods.

This is a feature of lithium-ion batteries and is not considered to be a Faulty part covered by these Terms. With exception where the battery charge capacity drops below the 80% minimum as described in 4.1 of these Terms.

CLAUSE 5 - PAINTWORK

5.1 From the Warranty Start Date, your new vehicle warranty covers against any manufacturing defects in the original paint and lacquer on the external bodywork. The paintwork is covered for the duration of the new vehicle warranty as detailed in clause 1.1 of these Terms.

5.2 The paintwork is covered for the complete or partial refinishing of the paint or lacquer to rectify a manufacturing defect. Any paintwork manufacturing defects must be confirmed by a Leapmotor authorised partner or its representative.

5.3 Your vehicle must be serviced and maintained to manufacturer standards for the paintwork cover to remain valid.

5.4 There may be times when your vehicle needs a repair because of accident damage, insurance or cosmetic repairs. If so, the paintwork cover will remain valid

so long as repairs are completed to a manufacturing standard. Any such damage or rework must be repaired within two months of occurrence.

5.5 Corrosion to an external paint-finished panel will only be covered if this is a confirmed manufacturing defect of the paint and/or lacquer. This would be covered under clause 5 of these Terms.

5.6 The paintwork guarantee does not include or apply to:

- damage to body paintwork or lacquer caused by the environment, such as atmospheric, chemical, animal (such as, but not limited to, bird lime) or vegetable residues (such as, but not limited to, tree sap), sand, salt, stones, projections of gravel or natural phenomena (such as, but not limited to, hailstones, floods) and other external factors (whether the result of an accident);
- damage caused by negligence on the part of the user, late presentation of the fault to be remedied, or failure to observe the manufacturer's recommendations;
- damage resulting from events or factors deemed not to be a manufacturing defect as confirmed by a Leapmotor authorised partner or its representative; or
- the consequences of repairs, conversions or modifications carried out by firms who are not Leapmotor authorised partners or recognised representatives of the manufacturer.

CLAUSE 6 - ANTI-PERFORATION

6.1 From the Warranty Start Date, your new vehicle manufacturers warranty covers your vehicle against perforation for up to 8 years. Perforation under these Terms is described as corrosion from the inside of the bodywork towards an external bodywork panel or section.

6.2 Cover for perforation claims may include the repairs or replacement of parts, and any rework necessary. Any perforation claim under these Terms must be completed by a Leapmotor authorised partner or its representative.

6.3 The anti-perforation cover will remain valid so long as your vehicle has:

- been maintained under the manufacturers servicing schedule for your vehicle;
- has been presented to a Leapmotor authorised partner for the anti-perforation vehicle checks (clause 6.4 of these Terms); and
- there may be times when your vehicle needs a repair because of accident damage, insurance or cosmetic repairs. If so, the perforation cover will remain valid so long as repairs are completed to a manufacturing standard. Any such damage or rework must be repaired within two months of occurrence. Clause 6.5 of these Terms will apply.

6.4 In the course of vehicle ownership, annual inspections are required. At these inspections, a Leapmotor authorised partner will check the vehicle condition and update the anti-perforation maintenance record. If any repairs are required, the Leapmotor authorised partner will need prior authorisation from us under these Terms.

6.5 Additional inspections may be required to update anti-perforation maintenance records, such as and not limited to:

- any repairs to the bodywork following an accident or bodywork damage.
- any repairs or rework should be followed by an inspection and recorded in the maintenance record. Details to record such as: the nature of the repair, the

repairer company name, the date of the repair, the mileage of the vehicle at time of repair, and proof of repairs such as invoices should be retained.

6.6 Any claim under clause 6 will need to be supported with a complete anti-perforation maintenance record.

6.7 The anti-perforation guarantee does not include or apply to:

- deterioration due to external causes liable to provoke corrosion (which is outside to the inside of bodywork);
- damage due to negligence on the part of the user or failure to observe the manufacturer's recommendations;
- damage resulting from events or factors not covered by the new vehicle manufacturers warranty;
- the consequences of the destruction of anti-perforation protection products by an additional treatment not specified in the maintenance plan;
- the impact of repairs, conversions or modifications carried out by firms not approved by the manufacturer;
- corrosion resulting from the use of non-genuine accessories and/or their fitment to the vehicle;
- bodywork conversions carried out on the vehicle, as well as tippers and loading platforms in the case of a commercial vehicle; or
- wheels and mechanical components that are not an integral part of the bodywork.

CLAUSE 7 - TERMINATION OF TERMS

7.1 We honour our legal duty to provide you with the new vehicle manufacturers warranty services that are as described in these Terms and that meet all the requirements imposed by law. As such, if you believe the new vehicle manufacturers warranty services are not performed with reasonable care and skill or delivered within a reasonable time, you should report this to us as soon as possible and we will discuss the rights and remedies available to you. Please note that, any delay in reporting any issues may impact the remedies available to you.

7.2 If the vehicle is damaged in an incident and declared beyond technical or economical repair by your insurer, these Terms shall automatically end at the date of the incident. If your vehicle is stolen and hasn't been found within 30 days, these Terms will automatically end on the date of the theft. In either of these cases (accident or theft), you must tell us as soon as possible. Provide us with proof of the damage or theft by way of expert report, certificate of destruction, or police report (as applicable). This correspondence must be accompanied:

- if your vehicle is written off, by a photocopy of the declaration of the insurance company or of the assessor declaring that the vehicle is classified as a write-off; and
- if your vehicle is stolen, by a photocopy of the theft report to the appropriate authorities and a photocopy of the vehicle reimbursement agreement from the insurance company.

7.3 These Terms will end once the limits have been reached in clause 1.1 or, once, you or we end these Terms as set out in clause 7.2 or 7.4 of these Terms.

7.4 In the event that there is a breach of any clause within these Terms, this may invalidate these Terms in full.

CLAUSE 8 – GENERAL TERMS

8.1 For any warranty queries or complaints, you can contact us :

- by calling: 0800 0280 970; or
- email us at customerservicesengland@cc-leapmotor-international.com with your name, vehicle and retailer details, along with the reason for your contact; or
- write to Leapmotor International Business S.P.A., c/o Customer Care, Pinley House, 2 Sunbeam Way, Coventry CV3 1ND.

To maintain the highest quality of service and for staff training purposes, telephone calls will be monitored and/or recorded. We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at www.TheMotorOmbudsman.org. The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process if you are not satisfied with the outcome of a concern. For further information, you can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

8.2 These Terms are governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes arising out of or in connection with these Terms if you live in England or Wales. If you live in Scotland or Northern Ireland, the governing law and applicable court will be of the country in which you live at the date of enforcing these Terms.

8.3 Full details of how we use your personal information, please refer to our [Privacy Policy](https://leapmotor.net/uk/privacy-policy) at <https://leapmotor.net/uk/privacy-policy>. Our privacy policy includes information on how to get in touch and ask questions or exercise your data rights.

8.4 We can transfer our Terms with you, so that a different organisation is responsible for supplying your new vehicle manufacturers Warranty services. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the Terms.

8.5 These Terms are between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

8.6 If any part of this Agreement is found to be invalid or unenforceable by a court, or if a court or other authority deems any terms of this Agreement to be unlawful, the remainder will remain in full effect.

8.7 Even if we delay enforcing this Agreement, we retain the right to enforce it later. Our decision to not immediately pursue non-compliance with this Agreement (such as engaging in activities prohibited under these Terms), does not waive our ability to enforce these later.

8.8 We are responsible to you for any loss or damage you suffer that is a foreseeable result of our breach, or our failure to use reasonable care and skill. Nothing in these Terms excludes, limits (or is intended to exclude or limit) our liability for (a) death or personal injury caused by our negligence or that of our employees, agents, or subcontractors, (b) fraud or fraudulent misrepresentation by us or our employees, or (c) breach of your legal rights in relation to the new vehicle manufacturers Warranty services.

8.9 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, both we and you knew it might happen.

8.10 There may be an event outside of our control which may stop us being able to offer you our service as usual, such as and not limited to, terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible given the circumstances.