



New Car Warranty

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New Car Warranty - Electric Vehicles

BMW i Battery Certificate for the High-Voltage Battery – Terms and Conditions

BMW Concessionaires (HK) Limited ("BMWHK") grants the purchaser of a new BMW i vehicle the following benefits with respect to the High-Voltage Battery in addition to the warranty rights pursuant to the Terms and Conditions for new BMW i vehicles:

1. This BMW i Battery Certificate ("Certificate") for the High-Voltage Battery of a new BMW i vehicle applies for the first 100,000¹ or 160,000² kilometers and ends, regardless of the actual kilometers driven, eight years after the first delivery or the initial registration of the new BMW i vehicle, whichever is the earliest ("Certificate Period").
2. Within the Certificate Period, the purchaser can claim the repair of a manufacturing defect concerning the High-Voltage Battery and/or excessive capacity loss explicitly stipulated in this Certificate (collectively "Warranty Repair") free of charge, subject to the terms and conditions of this Certificate.
3. Should it become necessary to recover the BMW i vehicle within the Certificate Period due to a manufacturing defect of the High-Voltage Battery, the necessary costs for towing to the nearest BMW service workshop will be refunded to the purchaser.
4. The capacity of a lithium-ion high voltage battery decreases over the period of use due to inherent technical reasons (natural wear and tear). Should a capacity check at a BMW service workshop show that the net battery capacity has dropped below 70% of its original value at delivery of the new BMW i vehicle, the portion below 70% is regarded as excessive capacity loss. This excessive capacity loss will be repaired for the purchaser free of charge. This repair can be done by using a new generation high voltage battery. As a result, some technical specifications of the BMW i vehicle may possibly change without perceptible impact on the driving characteristics of the BMW i vehicle under usual driving conditions.
5. To be eligible for the rights and benefits outlined in this Certificate, it is mandatory that **(a)** all services, maintenance and inspections with regard to BMW i vehicle are carried out in the intervals as specified by the manufacturer and checks and rectifications of the High-Voltage Battery are performed where necessary during those inspections; and **(b)** the purchaser shall promptly and timely conduct such services, maintenance and/or repair upon the appearance of any warning light, notification or message with regard to BMW i vehicle and the High-Voltage Battery on the dashboard system in BMW i vehicle. Although the purchaser is not required to perform all services, maintenance, inspections



and/or repairs with regard to BMW i vehicle at an authorised BMW Service Centre, this Certificate and its coverage may be voided and excluded due to improper services, maintenance, inspections or repairs. An authorised BMW Service Centre equips with manufacturer trained experts, tools and genuine BMW parts and supplies with respect to BMW i vehicle.

6. -The purchaser shall **not** be entitled to claim the benefits specified in this Certificate if a manufacturing defect or excessive capacity loss was caused by an accident or due to any one of the following reasons:
 - Non-compliance with requirements –as stated in paragraph 5 of this Certificate.
 - Service, maintenance and/or repair is performed by an independent third party workshop which results in or leads to a defect.
 - Damaging the High-Voltage Battery or attempting to damage, to extend or to reduce the life of the High-Voltage Battery by physical means, programming or other methods neither approved by nor specified in any manual and documentation provided by the manufacturer.
 - Exposing the High-Voltage Battery to fire.
 - Flooding the High-Voltage Battery.
 - BMW i vehicle is operated under conditions for which it has not been homologated for (e.g. in a country with different homologation regulations from the one it has been originally delivered).
 - BMW i vehicle was operated abnormally or overstressed, e.g. at competitive motor sports events, or illegally.
 - Parts have been fitted to BMW i vehicle which were not approved by the manufacturer OR BMW i vehicle or parts of it (e.g. software) have been manipulated in a way that was not approved by the manufacturer.
 - Modifications of specifications of BMW i vehicle without the prior approval of the manufacturer.
 - Any instruction on use, maintenance and care of BMW i vehicle (especially according to the owner's manual) has not been followed or has been ignored.
 - The High-Voltage Battery has been opened or removed from BMW i vehicle.
7. This Certificate supplements the Terms and Conditions of New Car Warranty for new BMW i vehicles. The Terms and Conditions of New Car Warranty for new BMW i vehicles shall be incorporated in this Certificate by reference, and a copy of which will be downloadable on the website of BMWHK or available upon request made to sales representatives or customer care personnel of BMWHK. It is explicitly stated that benefits and rights pursuant to the Terms and Conditions of New Car Warranty for new BMW i vehicles shall remain unaffected by this Certificate.
8. If there is any matter of, relevant, with regard to and derives out of the warranty of the High-Voltage Battery contemplated under and not specifically set out in this Certificate, the appropriate terms and conditions set out in the New Car Warranty for new BMW i vehicles shall apply mutatis mutandis, i.e. after having made the changes and adjustments which are necessary. If there is any inconsistency or conflict between this Certificate and the New Car Warranty for new BMW i vehicles, the terms and conditions of this Certificate shall prevail.



9. In case of any ambiguity, confusion, doubt or dispute regarding any issue and matter about or with regard to this Certificate, its scope or contents, the subject warranty it contemplates or the relevant parts be used or be replaced, the interpretation, decision and actions of BMWHK shall be final and binding.
10. BMWHK reserves the right to change, modify, amend, revise and/or update this Certificate at its discretion at time without prior notification
11. This New Car Warranty shall be governed by and construed in accordance with the laws of Hong Kong; and the courts of the Hong Kong shall have exclusive jurisdiction over any disputes arise between the purchaser and BMWHK. The application and effect of the Contracts (Rights of Third Parties) Ordinance (Cap.623, Laws of Hong Kong) are expressly excluded to the maximum extent that is permissible.

'1' – BMW i3

'2' – BMW iX, i4, i7, iX1, iX3

Jan 2023



Terms & Conditions

New Car Warranty for the first 36 months / 150,000 kilometers limited mileage
with one complimentary run-in maintenance service at the 3rd month / 3,000 kilometers
valid from the date the BMW vehicle is first licensed

1. BMW Concessionaires (H.K.) Ltd. ("BMWHK") hereby guarantees your new vehicle ("Vehicle") will be free from major and apparent manufacturing defects in respect of materials or workmanship in accordance with the technological standards applicable thereto at the time of the Vehicle leaving the showroom. Commencing from the first registration date of the Vehicle, this Vehicle warranty ("New Car Warranty") shall be valid for a period of thirty-six (36) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 150,000 kilometers, whichever comes first ("New Car Warranty Period"). At the same time, BMWHK offers one (1) complimentary run-in maintenance service ("Complimentary Run-in Maintenance Services") within the first three (3) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 3,000 kilometers, whichever comes first. In no event shall BMWHK entertain any claim under this New Car Warranty and/or Complimentary Run-in Maintenance Service howsoever arisen if **(a)** the time or the prescribed total aggregated mileage under normal use of the Vehicle within which the corresponding claim is qualified has been exceeded; and/or **(b)** failure on your part to conduct any maintenance, repair and/or services upon the appearance of any warning light, notification or message for maintenance and/or any maintenance / repair service signal light ("In-Vehicle Service and Maintenance Notification") on the dashboard system in the Vehicle . Upon discovery of the major defect, it must be reported to an authorised BMW Service Centre and accompanied by an order for repair work.
2. Subject to the terms of New Car Warranty set out and with the exception of tyres, you shall be pleased to know that protection under the New Car Warranty under which BMWHK will repair and replace manufacturing defects in materials or workmanship free-of-charge shall be afforded in respect of most parts of the Vehicle during the New Car Warranty Period. With respect to tyres, you may appoint BMWHK to assist with replacement of tyres, and shall have the right to repair and/or replace at its discretion and at its own costs.
3. Unless otherwise explicitly set out in this New Car Warranty, the scope of this New Car Warranty does not cover and thus, BMWHK shall not be liable under the terms of this New Car Warranty or otherwise for and the scope of this New Car Warranty does not cover the Vehicle's tyres (includes the tyres, wheel balancing and tyre rotation); serving; maintenance; repair as a result of your continuous use and operation of the Vehicle upon the defect(s) arises; wear and tear and consumable



items (without limitation to filters, spark plugs, belts, wiper blades, plastic parts, rubber mounts, tapes and fittings, brake pads, and brake discs/drums, lubricants, and operating fluids); alignment of front and rear axles; damage to glass (including glass rooftop, front and back windscreens); upholstery, defects in body and paint works; rust; corrosion; parts, components and accessories replaced or altered outside the BMW Service Centre which causes defect(s), and associated charges; for damage and defects attributable to negligent, improper handling, misuse and/or abuse (which includes for example, driving the Vehicle on rough, damaged or hazardous surfaces, overloading) of the Vehicle, whether by yourself or an independent third party workshop; and/or for damage and defects howsoever caused by illegal conducts or acts, racing, using the Vehicle for provision of rental services, accident, theft, vandalism, riot or by adverse atmospheric, climatic or environmental conditions (include without limitation to exposure to sunlight, airborne chemicals, road debris include stone chips, floods, typhoon, winds and thunderstorms, fire, lightning).

4. To the maximum extent that is permissible by the laws and regulations, it is explicitly stated that:
 - (a) BMWHK's exclusive and only remedy available to you under and pursuant to New Car Warranty will be limited to the repair of the Vehicle or any defective part or parts thereof directly resulted from manufacturing defects in respect of materials or workmanship and/or the replacement of such defective parts with new or reconditioned genuine manufacturer's parts without any costs chargeable to you at an authorized BMW Service Centre, and in this regard the decision of BMWHK will be final and absolute in any event; and
 - (b) Nothing in the New Car Warranty and the terms herein shall impose BMWHK any contingent, indirect or consequential loss resulting from defects and/or repair of such defects (such loss includes without limitation to loss of use, penalty, down time). Such limitations and exclusions stated herein shall apply whether your claim is in contract or in tort or otherwise at law or in equity, even if BMWHK is advised of the possibility of such damages or such damages are reasonably foreseeable.

5. During the New Car Warranty Period, you are obliged to carry out regular maintenance services of the Vehicle **at the earliest occurrence of** the Vehicle has been used for either **(a)** every twelve (12) months or has been under normal use for a total aggregated mileage of 12,000 kilometers or **(b)** the appearance of any In-Vehicle Service and Maintenance Notification on the dashboard system in the Vehicle (whichever comes first). You are reminded that your adherence to the service maintenance and repair requirements herein is of the essence; and your failure to conduct regular maintenance services as recommended herein and/or pursuant to the In-Vehicle Service and Maintenance Notification prompted by the dashboard system in the Vehicle will affect your eligibility to warranty under New Car Warranty and warranty cover.

6.
 - (a) We do not require you to perform the services, maintenance and repair (except repair works under and pursuant to this New Car Warranty which will be performed free of charge by BMWHK) at an authorised BMW Service Centre. Nothing herein has restricted your exercising of freedom to select and commission your service provider for performing any service work, regular maintenance and/or repair with regard to the Vehicle, i.e. any of such work can



be carried out at an authorized BMW Service Centre or by an independent third party workshop properly in accordance with the manufacturer's specifications and using genuine BMW parts.

- (b) If you send the Vehicle to an independent third party workshop for performing any service work, regular maintenance and/or repair, you are requested to keep and retain documents and materials ("Supporting Documents") with regard to such services, regular maintenance and/or repair be performed by an independent third party workshop to keep and maintain the validity and effectiveness of the New Car Warranty. Supporting Documents will be in the form of PRINTED invoices, reports, certificates, statements and materials of the like kind and contain clear and unambiguous information as follows:
- i) Particulars of the independent third party workshop: full company name, address and phone number;
 - ii) Vehicle model, registration number, vehicle identification number (VIN);
 - iii) Mileage;
 - iv) Date of Repair;
 - v) Description of each service, maintenance and repair works performed;
 - vi) Description of the manufacturer parts, for example, numbers of such manufacturer parts used, replaced and/or repaired in the service, maintenance and repair;
 - vii) If any manufacturer part has been replaced during the service, maintenance and repair, the description and part number of such replacement part;
 - viii) Brand name and specifications of consumable items (e.g. engine oil, coolant, brake and clutch fluid, transaxle oil, transmission fluid, etc.) used;
 - ix) Signature and (if applicable) registration number of the mechanic having conducted such service, maintenance and repair;
 - x) Company chop and signature of an authorised person of the independent third party workshop;
 - xi) Any other information BMWHK may require.
- (c) You are required to provide BMWHK with Supporting Documents to facilitate your claim of eligibility and rights under and pursuant to this New Car Warranty.

7. Although we do not impose any restriction on whether you select and commission to perform all services, maintenances and repairs at an authorised BMW Service Centre or by an independent third party workshop, the coverage under New Car Warranty may be excluded due to improper services, maintenances or repairs. An authorised BMW Service Centre equips with manufacturer trained experts, tools and genuine BMW parts and supplies with respect to the Vehicle.
8. Kindly note BMWHK's offer of the Complimentary Run-in Maintenance Service is only our gesture of goodwill to our customers, and is not and shall not be deemed or construed as a manufacturer recommended service for the Vehicle qualifying for New Car Warranty. As a consequence, there is not and will not be any In-Vehicle Service and Maintenance Notification with regard to the Complimentary Run-in Maintenance Service be prompted or appeared in the dashboard system in the Vehicle under any circumstances.



9. If BMWHK accepts a warranty claim, the repair and/or installation will be conducted only at an authorised BMW Service Centre in accordance with the instructions issued by BMWHK. Parts diagnosed as defective in materials or workmanship will be replaced together with all parts damaged as a result of such defects. All parts replaced in this manner become the property of the BMW Service Centre performing the warranty work.
10. Except claims for warranty under and pursuant to the terms and conditions of the New Car Warranty and the exclusive remedies explicitly stipulated in these terms and conditions, BMWHK will not consider, entertain or accept any other claims for whatsoever nature, particularly regarding, but not limited to, compensation for any loss or damage which may have been suffered; amendment to the purchase contract of the Vehicle; and/or reduction in or refund of the whole or a part of the purchase price, or replacement of the Vehicle.
11. BMWHK shall only be liable to you in respect of the Vehicle or any part or parts thereof to the extent of its obligations hereunder and under the Vehicle's Conditions of Sale. All other liabilities, conditions and warranties whether expressed or implied, whether oral or written and whether statutory, imposed by Ordinance, common law or otherwise are hereby excluded to the maximum extent which is legitimately permissible.
12. The New Car Warranty may be void and/or claim(s) may be rejected if:
 - (a) You modify or you allow the modification of the Vehicle by incorporating non-genuine BMW parts, accessories and/or software upgrade at any time during the New Car Warranty Period; or
 - (b) You modify or permit the modification in engine output or specification(s) of the Vehicle without the approval of BMWHK; or
 - (c) If there is any serving, maintenance and/or repair of the Vehicle performed by an independent third party workshop and other non-authorised BMW Service Centre which causes a defect; or
 - (d) Failure to carry out or ensure the carrying out of proper maintenance of the Vehicle according to the interval set out in these terms and conditions, or in respond to the In-Vehicle Service and Maintenance Notification prompted by the dashboard system in the Vehicle, or according to the recommended schedule and/or repair procedures and specifications of the manufacturer or BMWHK; or
 - (e) The Vehicle odometer has been tampered with, altered, disconnected or removed from the Vehicle; or
 - (f) The Vehicle identification number (VIN) or marks on components have been altered, defaced or tampered with; or
 - (g) You do not observe the instructions in the BMW Owner's Handbook; or
 - (h) You misuse the Vehicle which includes without limitation to driving at excessive speed; using, applying and loading the Vehicle exceeding its capacity; using the Vehicle in competitive or motor sports events or for rental purposes; or



- (i) You use or permit the use of the Vehicle in any place out of the territory of Hong Kong or for illegal purposes.
13. You acknowledge and agree that the Complimentary Run-in Maintenance Service will be expired and your entitlement to the same will be extinguished if you do not utilize, exercise or claim your entitlement to the Complimentary Run-in Maintenance Service within the first (3) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 3,000 kilometers (whichever comes first). Upon expiry and extinction, there shall be no compensation (monetary or otherwise), refund, adjustment of purchase price of the Vehicle, or alternate remedy or service of any nature be available; and your entitlement thereto will not be revived under any circumstances.
14. All authorised BMW Service Centres in Hong Kong will carry out warranty repairs resulted from manufacturing defects in material or workmanship on the Vehicle free of charge.
15. No amendment to the New Car Warranty purchase contract or reduction in the New Car Warranty purchase price will be considered under any circumstances.
16. In case any transfer of ownership of the Vehicle takes place during the New Car Warranty Period, the residue benefit hereof will be transferred with the Vehicle to the new registered owner subject to conditions as stated in paragraph 12.
17. Warranty for genuine BMW parts installed or replaced by an authorised BMW Service Centre pursuant to this New Car Warranty within the New Car Warranty Period will expire concurrently upon expiry of the New Car Warranty.
18. All genuine BMW parts replaced at your expense on the Vehicle at an authorised BMW Service Centre shall be subject to warranty ("Paid-Parts Warranty"). Paid-Parts Warranty shall carry for a period of twenty-four (24) months without limitation of mileage commencing from the date of invoice. Terms and conditions as stated in paragraphs 2, 3, 9, 10, 11, 12 and 17 of these terms and conditions shall apply mutatis mutandis, i.e. after having made the changes and adjustments which are necessary.
19. In the event of any sale or transfer of ownership of the Vehicle during the New Car Warranty Period, you must notify BMWHK in writing within 7 days from the date of change, failure to do so may nullify the validity of this New Car Warranty.
20. You shall be required to notify BMWHK promptly of any change in your contact information for the purposes of receiving any modification, revision, amendment and/or update of this New Car Warranty and other correspondence and notice in this regard. BMWHK shall not be responsible for



any loss or damage of failure to send any such modification, revision, amendment, update, and other correspondence and notice to reach you as a result of your failure to notify BMWHK under this paragraph.

21. In case of any ambiguity, confusion, doubt or dispute regarding any issue and matter about or with regard to this New Car Warranty, its scope or contents, or the relevant parts be used or be replaced, the interpretation, decision and actions of BMWHK shall be final and binding.
22. BMWHK reserves the right to change, modify, amend, revise and/or update this New Car Warranty at its discretion at time without prior notification.
23. This New Car Warranty shall be governed by and construed in accordance with the laws of Hong Kong; and the courts of the Hong Kong shall have exclusive jurisdiction over any disputes arise between you and BMWHK. The application and effect of the Contracts (Rights of Third Parties) Ordinance (Cap.623, Laws of Hong Kong) are expressly excluded.

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Jan 2023



New Car Warranty – Non Electric Vehicles (except M series)

Terms & Conditions

New Car Warranty for the first 36 months / 150,000 kilometers limited mileage
with one complimentary run-in maintenance service at the 3rd month / 3,000 kilometers
valid from the date the BMW vehicle is first licensed

1. BMW Concessionaires (H.K.) Ltd. ("BMW HK") hereby guarantees your new vehicle ("Vehicle") will be free from major and apparent manufacturing defects in respect of materials or workmanship in accordance with the technological standards applicable thereto at the time of the Vehicle leaving the showroom. Commencing from the first registration date of the Vehicle, this Vehicle warranty ("New Car Warranty") shall be valid for a period of thirty-six (36) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 150,000 kilometers, whichever comes first ("New Car Warranty Period"). At the same time, BMW HK offers one (1) complimentary run-in maintenance service ("Complimentary Run-in Maintenance Services") within the first three (3) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 3,000 kilometers, whichever comes first. In no event shall BMW HK entertain any claim under this New Car Warranty and/or Complimentary Run-in Maintenance Service howsoever arisen if **(a)** the time or the prescribed total aggregated mileage under normal use of the Vehicle within which the corresponding claim is qualified has been exceeded; and/or **(b)** failure on your part to conduct any maintenance, repair and/or services upon the appearance of any warning light, notification or message for maintenance and/or any maintenance / repair service signal light ("In-Vehicle Service and Maintenance Notification") on the dashboard system in the Vehicle. Upon discovery of the major defect, it must be reported to an authorised BMW Service Centre and accompanied by an order for repair work.
2. Subject to the terms of New Car Warranty set out and with the exception of tyres, you shall be pleased to know that protection under the New Car Warranty under which BMW HK will repair and replace manufacturing defects in materials or workmanship free-of-charge shall be afforded in respect of most parts of the Vehicle during the New Car Warranty Period. With respect to tyres, you may appoint BMW HK to assist with replacement of tyres, and shall have the right to repair and/or replace at its discretion and at its own costs.
3. Unless otherwise explicitly set out in this New Car Warranty, the scope of this New Car Warranty does not cover and thus, BMW HK shall not be liable under the terms of this New Car Warranty or



otherwise for and the scope of this New Car Warranty does not cover the Vehicle's tyres (includes the tyres, wheel balancing and tyre rotation); serving; maintenance; repair as a result of your continuous use and operation of the Vehicle upon the defect(s) arises; wear and tear and consumable items (without limitation to filters, spark plugs, belts, wiper blades, plastic parts, rubber mounts, tapes and fittings, brake pads, and brake discs/drums, lubricants, and operating fluids); alignment of front and rear axles; damage to glass (including glass rooftop, front and back windscreens); upholstery, defects in body and paint works; rust; corrosion; parts, components and accessories replaced or altered outside the BMW Service Centre which causes defect(s), and associated charges; for damage and defects attributable to negligent, improper handling, misuse and/or abuse (which includes for example, driving the Vehicle on rough, damaged or hazardous surfaces, overloading) of the Vehicle, whether by yourself or an independent third party workshop; and/or for damage and defects howsoever caused by illegal conducts or acts, racing, using the Vehicle for provision of rental services, accident, theft, vandalism, riot or by adverse atmospheric, climatic or environmental conditions (include without limitation to exposure to sunlight, airborne chemicals, road debris include stone chips, floods, typhoon, winds and thunderstorms, fire, lightning).

4. To the maximum extent that is permissible by the laws and regulations, it is explicitly stated that:
 - (c) BMWHK's exclusive and only remedy available to you under and pursuant to New Car Warranty will be limited to the repair of the Vehicle or any defective part or parts thereof directly resulted from manufacturing defects in respect of materials or workmanship and/or the replacement of such defective parts with new or reconditioned genuine manufacturer's parts without any costs chargeable to you at an authorized BMW Service Centre, and in this regard the decision of BMWHK will be final and absolute in any event; and
 - (d) Nothing in the New Car Warranty and the terms herein shall impose BMWHK any contingent, indirect or consequential loss resulting from defects and/or repair of such defects (such loss includes without limitation to loss of use, penalty, down time). Such limitations and exclusions stated herein shall apply whether your claim is in contract or in tort or otherwise at law or in equity, even if BMWHK is advised of the possibility of such damages or such damages are reasonably foreseeable.

5. During the New Car Warranty Period, you are obliged to carry out regular maintenance services of the Vehicle at the earliest occurrence of the Vehicle has been used for either **(a)** every twelve (12) months or has been under normal use for a total aggregated mileage of 12,000 kilometers or **(b)** the appearance of any In-Vehicle Service and Maintenance Notification on the dashboard system in the Vehicle (whichever comes first). You are reminded that your adherence to the service maintenance and repair requirements herein is of the essence; and your failure to conduct regular maintenance services as recommended herein and/or pursuant to the In-Vehicle Service and Maintenance Notification prompted by the dashboard system in the Vehicle will affect your eligibility to warranty under New Car Warranty and warranty cover.

6.
 - (a) We do not require you to perform the services, maintenance and repair (except repair works under and pursuant to this New Car Warranty which will be performed free of charge by



BMWHK) at an authorised BMW Service Centre. Nothing herein has restricted your exercising of freedom to select and commission your service provider for performing any service work, regular maintenance and/or repair with regard to the Vehicle, i.e. any of such work can be carried out at an authorized BMW Service Centre or by an independent third party workshop properly in accordance with the manufacturer's specifications and using genuine BMW parts.

- (b) If you send the Vehicle to an independent third party workshop for performing any service work, regular maintenance and/or repair, you are requested to keep and retain documents and materials ("Supporting Documents") with regard to such services, regular maintenance and/or repair be performed by an independent third party workshop to keep and maintain the validity and effectiveness of the New Car Warranty. Supporting Documents will be in the form of PRINTED invoices, reports, certificates, statements and materials of the like kind and contain clear and unambiguous information as follows:
- xii) Particulars of the independent third party workshop: full company name, address and phone number;
 - xiii) Vehicle model, registration number, vehicle identification number (VIN);
 - xiv) Mileage;
 - xv) Date of Repair;
 - xvi) Description of each service, maintenance and repair works performed;
 - xvii) Description of the manufacturer parts, for example, numbers of such manufacturer parts used, replaced and/or repaired in the service, maintenance and repair;
 - xviii) If any manufacturer part has been replaced during the service, maintenance and repair, the description and part number of such replacement part;
 - xix) Brand name and specifications of consumable items (e.g. engine oil, coolant, brake and clutch fluid, transaxle oil, transmission fluid, etc.) used;
 - xx) Signature and (if applicable) registration number of the mechanic having conducted such service, maintenance and repair;
 - xxi) Company chop and signature of an authorised person of the independent third party workshop;
 - xxii) Any other information BMWHK may require.
- (c) You are required to provide BMWHK with Supporting Documents to facilitate your claim of eligibility and rights under and pursuant to this New Car Warranty.

7. Although we do not impose any restriction on whether you select and commission to perform all services, maintenances and repairs at an authorised BMW Service Centre or by an independent third party workshop, the coverage under New Car Warranty may be excluded due to improper services, maintenances or repairs. An authorised BMW Service Centre equips with manufacturer trained experts, tools and genuine BMW parts and supplies with respect to the Vehicle.
8. Kindly note BMWHK's offer of the Complimentary Run-in Maintenance Service is only our gesture of goodwill to our customers, and is not and shall not be deemed or construed as a manufacturer recommended service for the Vehicle qualifying for New Car Warranty. As a consequence, there



is not and will not be any In-Vehicle Service and Maintenance Notification with regard to the Complimentary Run-in Maintenance Service be prompted or appeared in the dashboard system in the Vehicle under any circumstances.

9. If BMWHK accepts a warranty claim, the repair and/or installation will be conducted only at an authorised BMW Service Centre in accordance with the instructions issued by BMWHK. Parts diagnosed as defective in materials or workmanship will be replaced together with all parts damaged as a result of such defects. All parts replaced in this manner become the property of the BMW Service Centre performing the warranty work.
10. Except claims for warranty under and pursuant to the terms and conditions of the New Car Warranty and the exclusive remedies explicitly stipulated in these terms and conditions, BMWHK will not consider, entertain or accept any other claims for whatsoever nature, particularly regarding, but not limited to, compensation for any loss or damage which may have been suffered; amendment to the purchase contract of the Vehicle; and/or reduction in or refund of the whole or a part of the purchase price, or replacement of the Vehicle.
11. BMWHK shall only be liable to you in respect of the Vehicle or any part or parts thereof to the extent of its obligations hereunder and under the Vehicle's Conditions of Sale. All other liabilities, conditions and warranties whether expressed or implied, whether oral or written and whether statutory, imposed by Ordinance, common law or otherwise are hereby excluded to the maximum extent which is legitimately permissible.
12. The New Car Warranty may be void and/or claim(s) may be rejected if:
 - (j) You modify or you allow the modification of the Vehicle by incorporating non-genuine BMW parts, accessories and/or software upgrade at any time during the New Car Warranty Period; or
 - (k) You modify or permit the modification in engine output or specification(s) of the Vehicle without the approval of BMWHK; or
 - (l) If there is any serving, maintenance and/or repair of the Vehicle performed by an independent third party workshop and other non-authorised BMW Service Centre which causes a defect; or
 - (m) Failure to carry out or ensure the carrying out of proper maintenance of the Vehicle according to the interval set out in these terms and conditions, or in respond to the In-Vehicle Service and Maintenance Notification prompted by the dashboard system in the Vehicle, or according to the recommended schedule and/or repair procedures and specifications of the manufacturer or BMWHK; or
 - (n) The Vehicle odometer has been tampered with, altered, disconnected or removed from the Vehicle; or
 - (o) The Vehicle identification number (VIN) or marks on components have been altered, defaced



- or tampered with; or
- (p) You do not observe the instructions in the BMW Owner's Handbook; or
 - (q) You misuse the Vehicle which includes without limitation to driving at excessive speed; using, applying and loading the Vehicle exceeding its capacity; using the Vehicle in competitive or motor sports events or for rental purposes; or
 - (r) You use or permit the use of the Vehicle in any place out of the territory of Hong Kong or for illegal purposes.
13. You acknowledge and agree that the Complimentary Run-in Maintenance Service will be expired and your entitlement to the same will be extinguished if you do not utilize, exercise or claim your entitlement to the Complimentary Run-in Maintenance Service within the first (3) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 3,000 kilometers (whichever comes first). Upon expiry and extinction, there shall be no compensation (monetary or otherwise), refund, adjustment of purchase price of the Vehicle, or alternate remedy or service of any nature be available; and your entitlement thereto will not be revived under any circumstances.
14. All authorised BMW Service Centres in Hong Kong will carry out warranty repairs resulted from manufacturing defects in material or workmanship on the Vehicle free of charge.
15. No amendment to the New Car Warranty purchase contract or reduction in the New Car Warranty purchase price will be considered under any circumstances.
16. In case any transfer of ownership of the Vehicle takes place during the New Car Warranty Period, the residue benefit hereof will be transferred with the Vehicle to the new registered owner subject to conditions as stated in paragraph 12.
17. Warranty for genuine BMW parts installed or replaced by an authorised BMW Service Centre pursuant to this New Car Warranty within the New Car Warranty Period will expire concurrently upon expiry of the New Car Warranty.
18. All genuine BMW parts replaced at your expense on the Vehicle at an authorised BMW Service Centre shall be subject to warranty ("Paid-Parts Warranty"). Paid-Parts Warranty shall carry for a period of twenty-four (24) months without limitation of mileage commencing from the date of invoice. Terms and conditions as stated in paragraphs 2, 3, 9, 10, 11, 12 and 17 of these terms and conditions shall apply mutatis mutandis, i.e. after having made the changes and adjustments which are necessary.
19. In the event of any sale or transfer of ownership of the Vehicle during the New Car Warranty Period, you must notify BMWHK in writing within 7 days from the date of change, failure to do so may



nullify the validity of this New Car Warranty.

20. You shall be required to notify BMWHK promptly of any change in your contact information for the purposes of receiving any modification, revision, amendment and/or update of this New Car Warranty and other correspondence and notice in this regard. BMWHK shall not be responsible for any loss or damage of failure to send any such modification, revision, amendment, update, and other correspondence and notice to reach you as a result of your failure to notify BMWHK under this paragraph.
21. In case of any ambiguity, confusion, doubt or dispute regarding any issue and matter about or with regard to this New Car Warranty, its scope or contents, or the relevant parts be used or be replaced, the interpretation, decision and actions of BMWHK shall be final and binding.
22. BMWHK reserves the right to change, modify, amend, revise and/or update this New Car Warranty at its discretion at time without prior notification.
23. This New Car Warranty shall be governed by and construed in accordance with the laws of Hong Kong; and the courts of the Hong Kong shall have exclusive jurisdiction over any disputes arise between you and BMWHK. The application and effect of the Contracts (Rights of Third Parties) Ordinance (Cap.623, Laws of Hong Kong) are expressly excluded.

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Jan 2023



New Car Warranty – Non Electric Vehicles (M Series)

Terms & Conditions

New Car Warranty for the first 36 months / 150,000 kilometers limited mileage
with one complimentary run-in maintenance service at the 3rd month / 2,000 kilometers
valid from the date the BMW vehicle is first licensed

1. BMW Concessionaires (H.K.) Ltd. ("BMWHK") hereby guarantees your new vehicle ("Vehicle") will be free from major and apparent manufacturing defects in respect of materials or workmanship in accordance with the technological standards applicable thereto at the time of the Vehicle leaving the showroom. Commencing from the first registration date of the Vehicle, this Vehicle warranty ("New Car Warranty") shall be valid for a period of thirty-six (36) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 150,000 kilometers, whichever comes first ("New Car Warranty Period"). At the same time, BMWHK offers one (1) complimentary run-in maintenance service ("Complimentary Run-in Maintenance Services") within the first three (3) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 2,000 kilometers, whichever comes first. In no event shall BMWHK entertain any claim under this New Car Warranty and/or Complimentary Run-in Maintenance Service howsoever arisen if **(a)** the time or the prescribed total aggregated mileage under normal use of the Vehicle within which the corresponding claim is qualified has been exceeded; and/or **(b)** failure on your part to conduct any maintenance, repair and/or services upon the appearance of any warning light, notification or message for maintenance and/or any maintenance / repair service signal light ("In-Vehicle Service and Maintenance Notification") on the dashboard system in the Vehicle . Upon discovery of the major defect, it must be reported to an authorised BMW Service Centre and accompanied by an order for repair work.
2. Subject to the terms of New Car Warranty set out and with the exception of tyres, you shall be pleased to know that protection under the New Car Warranty under which BMWHK will repair and replace manufacturing defects in materials or workmanship free-of-charge shall be afforded in respect of most parts of the Vehicle during the New Car Warranty Period. With respect to tyres, you may appoint BMWHK to assist with replacement of tyres, and shall have the right to repair and/or replace at its discretion and at its own costs.
3. Unless otherwise explicitly set out in this New Car Warranty, the scope of this New Car Warranty does not cover and thus, BMWHK shall not be liable under the terms of this New Car Warranty or



otherwise for and the scope of this New Car Warranty does not cover the Vehicle's tyres (includes the tyres, wheel balancing and tyre rotation); serving; maintenance; repair as a result of your continuous use and operation of the Vehicle upon the defect(s) arises; wear and tear and consumable items (without limitation to filters, spark plugs, belts, wiper blades, plastic parts, rubber mounts, tapes and fittings, brake pads, and brake discs/drums, lubricants, and operating fluids); alignment of front and rear axles; damage to glass (including glass rooftop, front and back windscreens); upholstery, defects in body and paint works; rust; corrosion; parts, components and accessories replaced or altered outside the BMW Service Centre which causes defect(s), and associated charges; for damage and defects attributable to negligent, improper handling, misuse and/or abuse (which includes for example, driving the Vehicle on rough, damaged or hazardous surfaces, overloading) of the Vehicle, whether by yourself or an independent third party workshop; and/or for damage and defects howsoever caused by illegal conducts or acts, racing, using the Vehicle for provision of rental services, accident, theft, vandalism, riot or by adverse atmospheric, climatic or environmental conditions (include without limitation to exposure to sunlight, airborne chemicals, road debris include stone chips, floods, typhoon, winds and thunderstorms, fire, lightning).

4. To the maximum extent that is permissible by the laws and regulations, it is explicitly stated that:
 - (e) BMWHK's exclusive and only remedy available to you under and pursuant to New Car Warranty will be limited to the repair of the Vehicle or any defective part or parts thereof directly resulted from manufacturing defects in respect of materials or workmanship and/or the replacement of such defective parts with new or reconditioned genuine manufacturer's parts without any costs chargeable to you at an authorized BMW Service Centre, and in this regard the decision of BMWHK will be final and absolute in any event; and
 - (f) Nothing in the New Car Warranty and the terms herein shall impose BMWHK any contingent, indirect or consequential loss resulting from defects and/or repair of such defects (such loss includes without limitation to loss of use, penalty, down time). Such limitations and exclusions stated herein shall apply whether your claim is in contract or in tort or otherwise at law or in equity, even if BMWHK is advised of the possibility of such damages or such damages are reasonably foreseeable.

5. During the New Car Warranty Period, you are obliged to carry out regular maintenance services of the Vehicle at the earliest occurrence of the Vehicle has been used for either **(a)** every twelve (12) months or has been under normal use for a total aggregated mileage of 12,000 kilometers or **(b)** the appearance of any In-Vehicle Service and Maintenance Notification on the dashboard system in the Vehicle (whichever comes first). You are reminded that your adherence to the service maintenance and repair requirements herein is of the essence; and your failure to conduct regular maintenance services as recommended herein and/or pursuant to the In-Vehicle Service and Maintenance Notification prompted by the dashboard system in the Vehicle will affect your eligibility to warranty under New Car Warranty and warranty cover.

6.
 - (a) We do not require you to perform the services, maintenance and repair (except repair works under and pursuant to this New Car Warranty which will be performed free of charge by



BMWHK) at an authorised BMW Service Centre. Nothing herein has restricted your exercising of freedom to select and commission your service provider for performing any service work, regular maintenance and/or repair with regard to the Vehicle, i.e. any of such work can be carried out at an authorized BMW Service Centre or by an independent third party workshop properly in accordance with the manufacturer's specifications and using genuine BMW parts.

- (b) If you send the Vehicle to an independent third party workshop for performing any service work, regular maintenance and/or repair, you are requested to keep and retain documents and materials ("Supporting Documents") with regard to such services, regular maintenance and/or repair be performed by an independent third party workshop to keep and maintain the validity and effectiveness of the New Car Warranty. Supporting Documents will be in the form of PRINTED invoices, reports, certificates, statements and materials of the like kind and contain clear and unambiguous information as follows:
- xxiii) Particulars of the independent third party workshop: full company name, address and phone number;
 - xxiv) Vehicle model, registration number, vehicle identification number (VIN);
 - xxv) Mileage;
 - xxvi) Date of Repair;
 - xxvii) Description of each service, maintenance and repair works performed;
 - xxviii) Description of the manufacturer parts, for example, numbers of such manufacturer parts used, replaced and/or repaired in the service, maintenance and repair;
 - xxix) If any manufacturer part has been replaced during the service, maintenance and repair, the description and part number of such replacement part;
 - xxx) Brand name and specifications of consumable items (e.g. engine oil, coolant, brake and clutch fluid, transaxle oil, transmission fluid, etc.) used;
 - xxxi) Signature and (if applicable) registration number of the mechanic having conducted such service, maintenance and repair;
 - xxxii) Company chop and signature of an authorised person of the independent third party workshop;
 - xxxiii) Any other information BMWHK may require.
- (c) You are required to provide BMWHK with Supporting Documents to facilitate your claim of eligibility and rights under and pursuant to this New Car Warranty.

7. Although we do not impose any restriction on whether you select and commission to perform all services, maintenances and repairs at an authorised BMW Service Centre or by an independent third party workshop, the coverage under New Car Warranty may be excluded due to improper services, maintenances or repairs. An authorised BMW Service Centre equips with manufacturer trained experts, tools and genuine BMW parts and supplies with respect to the Vehicle.
8. Kindly note BMWHK's offer of the Complimentary Run-in Maintenance Service is our gesture of goodwill to our customers, and is a recommended service for the Vehicle qualifying for New Car Warranty. As a consequence, there will be In-Vehicle Service and Maintenance Notification with



regard to the Complimentary Run-in Maintenance Service be prompted or appeared in the dashboard system in the Vehicle.

9. If BMWHK accepts a warranty claim, the repair and/or installation will be conducted only at an authorised BMW Service Centre in accordance with the instructions issued by BMWHK. Parts diagnosed as defective in materials or workmanship will be replaced together with all parts damaged as a result of such defects. All parts replaced in this manner become the property of the BMW Service Centre performing the warranty work.
10. Except claims for warranty under and pursuant to the terms and conditions of the New Car Warranty and the exclusive remedies explicitly stipulated in these terms and conditions, BMWHK will not consider, entertain or accept any other claims for whatsoever nature, particularly regarding, but not limited to, compensation for any loss or damage which may have been suffered; amendment to the purchase contract of the Vehicle; and/or reduction in or refund of the whole or a part of the purchase price, or replacement of the Vehicle.
11. BMWHK shall only be liable to you in respect of the Vehicle or any part or parts thereof to the extent of its obligations hereunder and under the Vehicle's Conditions of Sale. All other liabilities, conditions and warranties whether expressed or implied, whether oral or written and whether statutory, imposed by Ordinance, common law or otherwise are hereby excluded to the maximum extent which is legitimately permissible.
12. The New Car Warranty may be void and/or claim(s) may be rejected if:
 - (s) You modify or you allow the modification of the Vehicle by incorporating non-genuine BMW parts, accessories and/or software upgrade at any time during the New Car Warranty Period; or
 - (t) You modify or permit the modification in engine output or specification(s) of the Vehicle without the approval of BMWHK; or
 - (u) If there is any serving, maintenance and/or repair of the Vehicle performed by an independent third party workshop and other non-authorised BMW Service Centre which causes a defect; or
 - (v) Failure to carry out or ensure the carrying out of proper maintenance of the Vehicle according to the interval set out in these terms and conditions, or in respond to the In-Vehicle Service and Maintenance Notification prompted by the dashboard system in the Vehicle, or according to the recommended schedule and/or repair procedures and specifications of the manufacturer or BMWHK; or
 - (w) The Vehicle odometer has been tampered with, altered, disconnected or removed from the Vehicle; or
 - (x) The Vehicle identification number (VIN) or marks on components have been altered, defaced or tampered with; or



- (y) You do not observe the instructions in the BMW Owner's Handbook; or
 - (z) You misuse the Vehicle which includes without limitation to driving at excessive speed; using, applying and loading the Vehicle exceeding its capacity; using the Vehicle in competitive or motor sports events or for rental purposes; or
 - (aa) You use or permit the use of the Vehicle in any place out of the territory of Hong Kong or for illegal purposes.
13. You acknowledge and agree that the Complimentary Run-in Maintenance Service will be expired and your entitlement to the same will be extinguished if you do not utilize, exercise or claim your entitlement to the Complimentary Run-in Maintenance Service within the first (3) months from the date of first registration of the Vehicle or the Vehicle has been under normal use for a total aggregated mileage of 2,000 kilometers (whichever comes first). Upon expiry and extinction, there shall be no compensation (monetary or otherwise), refund, adjustment of purchase price of the Vehicle, or alternate remedy or service of any nature be available; and your entitlement thereto will not be revived under any circumstances.
14. All authorised BMW Service Centres in Hong Kong will carry out warranty repairs resulted from manufacturing defects in material or workmanship on the Vehicle free of charge.
15. No amendment to the New Car Warranty purchase contract or reduction in the New Car Warranty purchase price will be considered under any circumstances.
16. In case any transfer of ownership of the Vehicle takes place during the New Car Warranty Period, the residue benefit hereof will be transferred with the Vehicle to the new registered owner subject to conditions as stated in paragraph 12.
17. Warranty for genuine BMW parts installed or replaced by an authorised BMW Service Centre pursuant to this New Car Warranty within the New Car Warranty Period will expire concurrently upon expiry of the New Car Warranty.
18. All genuine BMW parts replaced at your expense on the Vehicle at an authorised BMW Service Centre shall be subject to warranty ("Paid-Parts Warranty"). Paid-Parts Warranty shall carry for a period of twenty-four (24) months without limitation of mileage commencing from the date of invoice. Terms and conditions as stated in paragraphs 2, 3, 9, 10, 11, 12 and 17 of these terms and conditions shall apply mutatis mutandis, i.e. after having made the changes and adjustments which are necessary.
19. In the event of any sale or transfer of ownership of the Vehicle during the New Car Warranty Period, you must notify BMWHK in writing within 7 days from the date of change, failure to do so may nullify the validity of this New Car Warranty.



20. You shall be required to notify BMWHK promptly of any change in your contact information for the purposes of receiving any modification, revision, amendment and/or update of this New Car Warranty and other correspondence and notice in this regard. BMWHK shall not be responsible for any loss or damage of failure to send any such modification, revision, amendment, update, and other correspondence and notice to reach you as a result of your failure to notify BMWHK under this paragraph.
21. In case of any ambiguity, confusion, doubt or dispute regarding any issue and matter about or with regard to this New Car Warranty, its scope or contents, or the relevant parts be used or be replaced, the interpretation, decision and actions of BMWHK shall be final and binding.
22. BMWHK reserves the right to change, modify, amend, revise and/or update this New Car Warranty at its discretion at time without prior notification.
23. This New Car Warranty shall be governed by and construed in accordance with the laws of Hong Kong; and the courts of the Hong Kong shall have exclusive jurisdiction over any disputes arise between you and BMWHK. The application and effect of the Contracts (Rights of Third Parties) Ordinance (Cap.623, Laws of Hong Kong) are expressly excluded.

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Jan 2023