



XPENG Customer Guarantee

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The XPENG Customer Guarantee comprises the following components:

- **A. General Provisions**
- **B. Manufacturer's Warranty**
 - **I. New Car Warranty**
 - **II. Extended Warranty**
- **C. Warranty for spare parts or retrofits**
- **D. High-voltage battery**
- **E. Paint and corrosion protection warranty**

These warranty services are provided subject to the following warranty conditions:

A. General Provisions

1. Warrantor

The guarantor is XPENG European Holding B.V., Hoogoorddreef 11, 1101 BA Amsterdam, Netherlands (hereinafter: “Guarantor”).

2. Geographical Scope

The Guarantor grants this warranty provided that the vehicle is delivered or registered within the European Economic Area (EEA, i.e. the countries of the European Union, Norway, Iceland and Liechtenstein) and Switzerland. If the vehicle is delivered or registered outside this territory, this warranty shall not apply.

3. Statutory claims for defects

The rights granted to the Warranty Holder under this warranty apply in addition to the statutory warranty rights. This warranty does not limit the Warranty Holder’s statutory rights, as the purchaser of the vehicle, to claim free of charge against the seller of the vehicle in the event of defects, nor does it limit any claims arising from statutory product liability against the Warranty Provider as the manufacturer of the vehicle.

4. Transfer of claims

The warranty is transferred to each new owner, provided it has not yet expired.

5. Conditions for a warranty claim

A claim under the warranty shall only exist if, during the term of the warranty, all scheduled maintenance work (“regular servicing”) is carried out in accordance with the warranty provider’s specifications. The service intervals are set out in the digital user manual. Otherwise, the guarantor is released from its obligations under this warranty. The latter does not apply only if the customer proves that failure to comply with these specifications did not cause the warranty claim and did not exacerbate the damage.

6. Obligations of the warranty holder

To maintain the warranty claim, the warranty holder is obliged to do the following:

- The vehicle must always have been used and maintained in accordance with the manufacturer’s specifications, as set out in the vehicle’s digital user manual.

- The services and inspections specified in the manufacturer's service schedule must be recorded in the vehicle's digital user manual. Otherwise, proof that this work has been carried out must be provided in another form (e.g. maintenance records, invoices, etc.).
- The warranty holder must report any damage immediately and before repairs commence to an authorised XPENG service partner.
- The vehicle must be made available for repair or technical assessment at the seller's premises or at an authorised XPENG service partner. Authorised XPENG service partners include both XPENG authorised dealers and XPENG service centres.
- The information required to assess the damage must be provided.
- The warranty holder must allow the damaged parts to be inspected at any time.

7. Services provided by the guarantor in the event of a warranty claim

7.1. If a warranty claim arises, the warrantor shall have the defect rectified free of charge by an authorised XPENG service partner (repair).

7.2 As part of the repair, the guarantor may, at its discretion, either replace or repair the defective part. Replaced parts become the property of the guarantor.

7.3 This warranty does not cover any claims against the warranty provider beyond rectification. In particular, this warranty does not cover any claims for the delivery of a defect-free vehicle (replacement delivery). The same applies to claims for compensation, such as for the provision of a replacement vehicle, for damages or for reimbursement of wasted expenditure. This also applies if a defect cannot ultimately be rectified by repair. The guarantor may, at its discretion, refrain from repair and fulfil the warranty obligation by means of a replacement delivery.

In particular, the guarantor shall not be liable for loss of time, inconvenience, hotel costs, telephone costs, meal costs, travel costs, towing fees, transport costs or other indirect or consequential damages incurred by the beneficiary (or any other party) as a result of defects.

Claims arising from wilful misconduct or gross negligence on the part of the guarantor and its vicarious agents and legal representatives, and claims arising from injury to life, limb or health, remain unaffected by this.

8. Exclusion of warranty

The guarantor accepts no liability for repairs or replacement deliveries, regardless of contributing causes of damage, in the event of:

- Failure to follow the operating instructions;
- Use of materials or repair methods not approved by the guarantor;
- Modification of the vehicles in a manner that deviates from the vehicle manufacturer's original specifications (e.g. tuning);
- Products subject to normal wear and tear that require maintenance and replacement as part of a service, e.g.: brake components, 12-volt battery, consumables (oil, grease, coolant, refrigerant, brake fluid, tyres, filters, etc.), provided there are no manufacturing or material defects;
- The installation or fitting of vehicle parts not approved by the manufacturer;
- the warranty holder has not reported a defect immediately;
- the vehicle has previously been improperly repaired, maintained or looked after by the warranty holder themselves or by a third party, unless this was carried out as part of a warranty service by an authorised XPENG service partner;
- the vehicle has been damaged by wilful or malicious acts (e.g. misappropriation, in particular theft, unauthorised use, robbery and embezzlement) or by other external influences (namely by accident, flooding, hail, storm, lightning/stone impact, fire, direct damage caused by animals, acts of war of any kind, civil war, civil unrest, strike, lockout, terrorism, vandalism, cyber risk, nuclear energy; confiscation or other sovereign intervention);
- if the policyholder uses the motor vehicle, at least temporarily, as a taxi, hire car, self-drive hire car, driving school car, for courier, express and parcel services, for patient transport, or for the commercial carriage of passengers;
- arising from the use of the vehicle outside road traffic, e.g. from racing events or associated practice runs.

9. Further information

Proper maintenance in accordance with the manufacturer's specifications at the defined maintenance intervals ('scheduled servicing') can effectively prevent excessive repair costs that may arise from misuse, negligence or inadequate maintenance.

If the maintenance intervals prescribed by the manufacturer are not adhered to, malfunctions may occur in the vehicle and warranty claims may lapse.

B. Manufacturer's warranty

1 Scope of the warranty

The manufacturer's warranty comprises the new car warranty and the extended warranty. The manufacturer's warranty has a maximum duration of

- up to seven years and
- a maximum mileage of up to 160,000 km,

whichever of these events occurs first.

2. High-voltage battery

The provisions of this manufacturer's warranty apply only insofar as there are no deviating provisions in the provisions under Section D regarding the high-voltage battery used in the vehicle.

II. New Car Warranty

1. Duration of the new car warranty

1.1. The new car warranty commences on the date of first registration or upon handover to the buyer by the warranty provider or an authorised XPENG partner (whichever occurs first).

1.2. The new car warranty ends after 24 months or a maximum mileage of 160,000 kilometres, whichever occurs first.

2. Scope of the new car warranty

The new car warranty covers the vehicle as originally delivered, to the extent defined in the GENERAL PROVISIONS under Section A of this XPENG Customer Warranty.

III. Extended Warranty

The warranty services under this extended warranty shall be provided in accordance with these terms and conditions following the new car warranty set out in Section B. II (the "New Car Warranty"), after the XPENG customer ("Warranty Holder") has had a routine service carried out on the vehicle by an authorised XPENG service partner and a warranty has come into effect in accordance with the following provisions ("Extended Warranty").

The extended warranty is granted to the warranty holder free of charge under the following conditions:

1. Term

1.1. The Extension Warranty is granted to the Warranty Holder for the duration of the service interval following the routine service carried out.

1.2. The warranty period of the extended warranty begins on the invoice date of the routine service that the Warranty Holder has carried out on the covered vehicle at an authorised XPENG service partner within five years of the expiry of the manufacturer's warranty.

1.3. The extended warranty ends upon the occurrence of one of the following events:

- upon expiry of the next scheduled service interval for the covered vehicle as specified by the guarantor in the digital user manual;**
- if, from the start of the extended warranty, the covered vehicle has reached the mileage specified by XPENG in the digital user manual for the vehicle for that service interval;**
- upon the expiry of 7 years from the start of the new car warranty; or**
- upon reaching the maximum mileage of 160,000 kilometres, whichever of**

the above events occurs first.

1.4. If the last scheduled service was not carried out by an authorised XPENG service partner, the extended warranty will be activated for the next service interval following the completion of a scheduled service at an authorised XPENG service partner.

In such cases, defects that occur within the first thirty (30) days following the scheduled service and the reactivation of the extended warranty, as well as defects that already existed prior to the scheduled service, are not covered by this extended warranty. This exclusion does not apply:

- in the event of the extended warranty being activated immediately following the vehicle's new car warranty, or**
- in the event of the extended warranty being activated immediately following an existing warranty period of the extended warranty.**

C. Warranty for spare parts or retrofits

The guarantor provides a 24-month, unlimited mileage warranty on the manufacturer's original spare parts and retrofits in the event of a material or quality defect.

D. High-voltage battery warranty

1. High-voltage battery

The high-voltage battery of an electric vehicle is a wear-and-tear part. Due to its product characteristics, it is a normal feature of a high-voltage battery that the battery's energy capacity decreases over the course of its service life. XPENG uses high-quality, high-performance high-voltage batteries, for which the following warranty applies:

2. Scope of the warranty

The guarantor provides a warranty for the electric motor, IPU and BMS unit, as well as the high-voltage battery with a net battery energy capacity of at least 70% (SOH)

- for up to 8 years from the date of first delivery and
- for a mileage of up to 160,000 km,

whichever occurs first.

3. Exclusions

Warranty cover for high-voltage batteries is excluded if the excessive loss of net battery energy capacity is caused by:

- the high-voltage battery has been removed from the vehicle, improperly opened or is no longer operated in conjunction with the vehicle;
- the instructions regarding the operation, handling and maintenance of the vehicle (in particular the maintenance instructions for charging and the state of charge of the high-voltage battery), as set out in the owner's manual supplied with the vehicle, have not been followed;
- the updates provided by the guarantor have not been carried out;
- the high-voltage battery has come into direct contact with an open flame; or
- the high-voltage battery is cleaned using high-pressure or steam jet cleaners, or water or corrosive liquids are applied directly to the high-voltage battery.

4. Supplementary application of the manufacturer's warranty

In all other respects, the provisions of the manufacturer's warranty apply accordingly to faults in the high-voltage battery.

E. Paint and corrosion protection warranty

1. Scope of the warranty

1.1. The guarantor provides (in each case with no mileage limit):

- a three-year warranty from the date of first delivery against paint defects;
- a twelve-year warranty from the date of first delivery against rust or perforation.

1.2. Corrosion in the aforementioned sense is deemed to have occurred if the corrosion has progressed from the inside out.

1.3. Paint repairs must be carried out in accordance with XPENG's specifications and may only be performed by an authorised XPENG service partner.

2. Exclusions from the paint and corrosion protection warranty

The general grounds for exclusion listed under Section A. 8. apply. In addition, the following grounds for exclusion apply under the paintwork and corrosion protection warranty:

- The vehicle was not taken immediately to an authorised XPENG service partner of the guarantor for paintwork repairs;
- Consequential damage resulting from the guarantee holder's failure to carry out the original repair in a timely manner;
- Failure to comply with the instructions in the owner's manual regarding the care of the vehicle's paintwork and bodywork;
The vehicle has been damaged by external factors or influences (e.g. environmental factors, industrial radiation, acid rain, bird droppings, stone chips, scratches and the use of unsuitable cleaning agents), etc.;
- Components such as wheels and accessories (e.g. trim strips, bumpers, ornaments and hinges) are not covered by the warranty.

3. Validity of the manufacturer's warranty

The terms and conditions of the manufacturer's warranty apply to the paintwork and anti-corrosion warranty, unless otherwise specified in the preceding paragraphs.