LEXUS WARRANTY - TERMS AND CONDITIONS

- 1. These terms and conditions ("Terms") govern the Lexus Warranty.
- 2. Please read the Terms carefully.
- 3. In these Terms:
 - a) "Additional Warranty" means as defined in paragraph 6 of these Terms and Conditions;
 - **b)** "Approved Used Vehicle" means any used Lexus vehicle sold under the Lexus Approved Used programme;
 - c) "Approved Used Warranty" means the 12 months' warranty all Approved Used Vehicles receive as standard from the point of sale provided by Assurant General Insurance Limited.
 - d) "Authorised Lexus Repairer" means any repairer located in the United Kingdom or any country which is a member of the European Union and who has been authorized by the Lexus Group to undertake servicing, repair and maintenance work;
 - e) "Manufacturer Warranty" means the 3-year/60,000 mile (whichever comes first) warranty that all new Lexus vehicles sold, commencing from the vehicle's first registration date. The length of your Manufacturer Warranty, together with full terms and conditions, are detailed in your Owner's Manual;
 - f) "Owner's Manual" means the user manual provided to the customer that is specific to the model and age of the purchased Lexus vehicle. To find the Owner's Manual for your vehicle, please use the following link: <u>Manuals | Lexus UK</u>; and
 - g) "Lexus Group" means Lexus UK or Lexus Motor Europe;
 - **h) "Lexus Warranty"** refers to the combined warranty provided through the Manufacturer's Warranty and Additional Warranty.
 - i) United Kingdom means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
 - j) "We", "us, or "our" means Lexus UK, Great Burgh, Epsom, KT18 5UX;
 - k) "You" or "your" means the owner and registered keeper of the vehicle;

Lexus Warranty

- 4. Lexus warrants that its vehicles are built in line with industry standard. Should any part of the vehicle require repair or replacement as a result of a manufacturing defect during the Manufacturer Warranty period or Approved Used Warranty period, the part will be repaired or replaced as necessary, completely free of charge, by any repairer, regardless of any change of vehicle ownership during the period of cover.
- 5. The Additional Warranty will commence following expiry of the Manufacturer Warranty or Approved Used Warranty at no extra cost and regardless of any change of vehicle ownership subject to these Terms and Conditions. The Additional Warranty covers the same parts and labour as the Manufacturer Warranty provided but repairs must be carried out by an Authorised Lexus Repairer.

Eligibility Criteria

- 6. The Additional Warranty is a warranty which is activated automatically on completion of a scheduled full or interim vehicle service at an Authorised Lexus Repairer ("Service"). By keeping to their vehicle's recommended service schedule;
 - a) Customers can gain an additional 12 months/10,000 miles (whichever comes first) warranty from each Service, year after year, until the 10-year/100,000-mile (whichever comes first) limit is reached.
 - b) Customers whose vehicles have a 24-month service interval are required to get their vehicle serviced every 24 months instead of every 12 months, can gain additional 24 months/20,000 mile (whichever comes first) warranty from each Service, every two years, until the 10year/100,000-mile (whichever comes first) limit is reached.
 - c) The 10-year/100,000-miles (whichever comes first) limit runs from the day the vehicle was first registered.
- 7. All Lexus models qualify for the Additional Warranty, but the application of the warranty will vary depending on the vehicle age and mileage, as follows:
 - a. <u>New vehicles ordered before 1 June 2021</u>: The Manufacturer Warranty applies for 3 years/60,000 miles (whichever comes first) from the vehicle registration date. Upon expiration of the Manufacturer Warranty, customer can qualify for the Additional Warranty until the 10-year/100,000 miles (whichever comes first) limit is reached.
 - b. <u>New vehicles sold on or after 1 June 2021</u>: The Manufacturer Warranty applies for 3 years/60,000 miles (whichever comes first) from the vehicle registration date. Upon expiration of the Manufacturer Warranty, customers can qualify for the Additional Warranty until the 10-year/100,000-miles (whichever comes first) limit is reached.
 - c. <u>Used vehicles 2 years old or less and sold under Lexus Approved Used programme:</u> The Manufacturer Warranty will continue to apply until the 3-year period expires as applicable. Upon expiration of the Manufacturer Warranty, customers can rely on the Additional Warranty until the 10-year/100,000-mile (whichever comes first) limit is reached.
 - d. <u>Used vehicles between 2-3 years old with a 3-year Manufacturer Warranty and sold under Lexus Approved Used programme:</u> The Manufacturer Warranty will continue to apply until the 3-year period expires. The remaining balance on the Manufacturer Warranty will be topped up by the Approved Used Warranty to provide a total of 12 months' warranty cover from sale. Thereafter, customers can qualify on the Additional Warranty until the 10-year/100,000-miles (whichever comes first) limit is reached.
 - e. <u>Used Vehicles between 4-5 years old with a 3-year Manufacturer Warranty and sold under</u> <u>Lexus Approved Used programme:</u> The Manufacturer Warranty will continue to apply until the 3-year period expires. The remaining balance on the Manufacturer Warranty will be topped up by the Approved Used Warranty to provide a total of 12 months' warranty cover from sale.

Thereafter, customers can qualify on the Additional Warranty until the 10-year.100,000-miles (whichever comes first) limit is reached.

- f. <u>Used vehicles over 3 years old (Manufacturer Warranty dependent) and sold under Lexus</u> <u>Approved Used programme:</u> The Manufacturer Warranty no longer applies. The Approved Used Warranty will apply to provide a total of 12 months' warranty cover upon sale. Upon expiration of the Approved Used Warranty, customers can rely on the Additional Warranty until the 10-year/100,000-miles (whichever comes first) limit is reached.
- g. <u>Used vehicles over 10 years old or that have reached over 100,000 miles (whichever comes first)</u>: The customer no longer benefits from either the Manufacturer Warranty, the Approved Used Warranty or the Additional Warranty.
- If you have any queries in relation to your eligibility for the Additional Warranty or how it will apply to your vehicle, please refer to our FAQs that are accessible via the following link: <u>https://mag.lexus.co.uk/lexus-warranty-how-it-works/</u>
- 9. If you are still unsure, please contact us directly at https://www.lexus.co.uk/help-centre#/

What does the Additional Warranty cover?

- 10. The owner of the vehicle is entitled to have mechanical, electrical and electronic defects attributable to manufacturing or assembly repaired free of charge wherever possible, as long as the eligibility criteria above is met; following consultation with an official Authorised Lexus Repairer.
- 11. For those vehicles that meet the above eligibility criteria, the Additional Warranty will cover the cost of repair of the following:

Engine:	Engine Cylinder Block; Balance Shaft; Camshaft; Cam Followers; Rocker Arms; Valves and Guides; Crankshaft and –bearings; Crankshaft Pulley; Cylinder Heads; Cylinder Head Gaskets; Conrods; Equipment Drive Shaft; Flexplate / Drive plate; Flywheel; Starter Ring Gear; Idler Pulley; Oil Pan; Oil Pressure Switch; Oil Pump; Pistons and Piston Rings; Piston Bearings and Bushings; Seals and Gaskets; Timing Belt; Timing Belt Tensioners; Timing Belt Idler; Timing Chain; Timing Gears; Turbocharger; Turbocharger Intercooler; Turbo Waste gate; Rocker Covers and Sealings; Water Pump; Exhaust Gas Recirculation Valve; Oil Cooler; Oil Filter Housing; Knock Sensor; Oxygen Sensor; Cables (different from electrical wiring).
Petrol Fuel System:	Fuel Pump; Electric Fuel Pump; Air Flow Meter; Electronic Fuel Injection System; Electronic Control Unit (ECU); Throttle Body; Fuel Injectors; Fuel Pressure Regulator; Tank Sender Unit; Fuel Sensors; Fuel Tank; Fuel Gauge.
Diesel Fuel System:	Diesel Fuel Injection Pump; Fuel Pump; Air Flow Meter; Electronic Control Unit (ECU); Throttle Position Sensor; Fuel Injectors; Cold Start Glow Plugs; Tank Sender Unit; Fuel Tank.
Cooling System:	Coolant Level Sensor; Cooling Fan Relay; Cooling Fan Sensor; Engine Coolant Temperature Switch or Sensor; Engine Fan; Viscous Fan Clutch; Radiator; Radiator Cap; Thermostat and Housing.

Manual Gearbox:	Clutch Master Cylinder; Clutch Release Cylinder; Clutch Fork and Pivot; Clutch Cables; Clutch Linkages; Transaxle / Transmission Case; Gears and Shafts; Syncromesh; Hubs; Bearings and Bushes; Seals and Gaskets; Shift Linkage and Cables; Gear Lever.
Automatic Gearbox:	Transaxle / Transmission Case; Gears and Shafts; Selectors; Electronic Actuators; Brake bands; Clutches; Valve Block; Oil Pump; Oil Cooler; Electronic Control Unit; Hubs; Bearings and Bushes; Seals and Gaskets; Shift Linkage and Cables; Torque Converter; Gear Lever.

Transfer and Differential:	Central Differential; Differential Case; Differential Crown wheel and Pinion; Shafts; Gears; Bearings; Bushes; Differential Hubs; Transfer Levers.
Driveline:	Constant Velocity Joints; Universal Joints; Rubber Boots (limited up to 160.000km); Half shafts; Drive shafts; Bearings; Bushes; Couplings; Seals and Gaskets.
Suspension:	Front and Rear Springs; Torsion Bars; Track Rods; Stub Axle; Cross Members; Sub frames; Wheel Bearings (limited up to 160.000km); Hubs; Shims; Lock Nuts.
Steering:	Power Steering Gear; Steering Box; Gear Housing; Rack and Pinion; Power Steering Pump; Power Steering Reservoir; Seals; Bearings; External Linkage; Tie Rod; Steering Column; Joints; Idler Arm.
Brakes:	ABS Control Unit; ABS Components; Speed Sensors; Brake Booster; Brake Pipes; Disc Brake Calipers; Brake Discs; Brake Drums; Linkages; Limiter Valves; Brake Master Cylinder; Brake Fluid Reservoir; Wheel Cylinders; Vacuum Pump.
Air conditioning / Heating:	Heater Core; Heater Flaps and Motors; Heater Fan Motor; AC Compressor; Condenser; Evaporator; Receiver/Dryer Unit; Heater Controls; Heater Valve; Evaporator Temperature Sensor.
Electrical:	Starter Motor; Alternator; Coils; Wiper Motors; Washer Pump Motors; Turn Signal Relay; Heater Fan Motor; Horn; Manually Operated Switches; Airbag Spiral cable; Electronic Ignition Unit; Relays; Heated Screen Elements; On-Board Computer (Trip Computer); Window Motors/Regulators; Power Window Switch; Mirror Motors; Remote Controls in Keys; Central Locking Solenoids; Airbag Sensors; Central Lock Control Unit; Internal Light Delay Unit; Gauges; Clocks; Speedometer & Speed Sensor; Tachometer; Wiring Looms (for short circuit); Electric Seat Motors; Cigarette Lighters; Sensors; Heated Seat Elements; Alarms (Lexus Genuine only); Headlamp Lift Motors; Spark Plug Leads; ECU's and software reprogramming (except for DTC erasure only).
Body:	Sunroof (Lexus Genuine only); Sunroof Motors (Lexus Genuine only); Door Locks; Bonnet Release Cable; Tailgate Struts; Wiper Spindles; Manual Seat Frames; Seat belt mechanism; Factory Installed Accessories; and Hub installed accessories in so far these are uploaded by Lexus (GB) plc on their internal system within three months after first vehicle registration.
Hybrid Components (when above 5 years and 100,000 miles base warranty cover):	Hybrid Battery Control Module; Hybrid Control Module; and Hybrid inverter with converter.
Hydrogen Fuel Cell Components:	Fuel Cell Air Compressor; Fuel Cell Boost Converter; Fuel Cell H2 Tanks; Fuel Cell PCU (Power Control Unit) and Fuel Cell Stack.
EV Components:	Drive motor and inverter with converter.

Exclusions (not covered by the Additional Warranty)

12. Types of damage or defects <u>not</u> covered by the Additional Warranty includes, but are not limited to:

- a) Any parts not mentioned explicitly in these Terms;
- b) Damage or defects as a result of any wear and tear, excessive free play, noise and/or vibration;
- c) Damage or defects as a result of any failure to maintain or repair the vehicle in accordance with the manufacturer's recommendations. This is a requirement that is valid as of the date of first vehicle registration;
- d) Damage or defects as a result of repairs not performed by an Authorised Lexus Repairer;
- e) Damage or defects as a result of defects that result from using the Vehicle outside the recommendations of the manufacturer (e.g. misuse, races, extreme off-road, tuning, excessive charge (overloading);
- f) Damage or defects as a result of defects resulting from an external cause and/or natural phenomenon (e.g. water or dust ingress, stone chipping, flooding, icing, storm, natural disasters, accident, fire, explosions, war, civil unrest, sovereign action, willful or malicious action, unauthorized use, salt, glass erosion and scratches, soiling);
- g) Damage or defects as a result of defects not contributable to the manufacturer's responsibility;
- h) Damage or defects as a result of consequential damage caused by non-Lexus-genuine accessories or special equipment;
- i) Damage or defects as a result of defects caused by intentional or grossly negligent behaviour (including but not limited to unsuitable lubricants & fuel);
- j) Damage or defects caused by modifications of the original vehicle design or the installation of certain accessories, the vehicle no longer complies with the minimum standards set down by the manufacturer;
- k) Damage or defects as a result of parts that have been installed to the vehicle that are not of matching quality to the original manufacturer's parts;
- I) Damage or defects as a result of improper mounted wheels, improper repair or inappropriate replacement of individual components;
- m) Damage or defects caused by a faulty fitting; or
- n) Damage or defects caused by use of an item which recognizably requires repair, unless the damage can be proven to be unconnected to the item requiring repair.
- 13. Types of parts and components <u>not</u> covered by the Additional Warranty includes, but are not limited to:
- a) Maintenance parts (e.g. parts that have to be replaced periodically, filters, brake pads, linings, shoes and cables, clutch disc, clutch cover and clutch bearing), wheels, rims, tyres, (V or multi V) belts, batteries (unless hybrid battery in case explicitly mentioned as covered), fluids, spark plugs, diagnostics);
- b) Rubber parts (e.g. rubber (heating) hoses, lines and tubes, engine or cabin mountings, moldings, wiper blades), drive shaft boots, shock absorbers (incl. pneumatic cylinders) and springs, stabilizer bushes, LPG parts/non-OE fuel systems and their direct and consequential damage (idem for adaptations to OEsystems to use LPG or non-OE fuel systems);
- c) Body and Paint (e.g. lights, lamps, bulbs, lenses, panels, bumpers, glass, chrome, antenna, handles and fabric, exterior trim, weather strips, shiny metals (metal parts without any coating) paint, any repair due to any corrosion) though for the avoidance of doubt the general corrosion warranty will remain in place;
- d) Interior (e.g. trims, seat covers, cushions, carpets, ventilation louvers, ash trays, cigarette lighter, shift lever knob, dash cover and pad, steering wheel);
- e) Multimedia system screen and buttons;
- f) Parts, accessories and special equipment that have been installed to the vehicle that are not of matching quality to the original manufacturer's parts, accessories and special equipment;
- g) Genuine Lexus accessories that are not factory installed. Genuine Lexus are accessories that are hub installed in so far as they are not uploaded by Lexus UK on their internal system within three months after first vehicle registration;
- h) Certain individual parts and components e.g. exhaust system (all parts from manifold gasket to the outlet inc. catalytic converter); headliner; hinger; nuts & bolts; fuses; clips; retainers and fasteners;

drive belts and tensioners; front and rear stabilizer bar; engine and cabin mounts; combustion heater; EV and Plug-in charging cables

- i) All parts outside of vehicle body (except parts mentioned explicitly in these Terms));
- j) Noise repair operations (unless it is caused by breakdown of a covered original failed part);
- k) Adjustments; or
- I) Parts covered by special policy adjustment, recall campaign, or any other warranty cover.
- 14. No claims can be made for the refund of costs associated with:
- a) Indirect or direct consequences of any fault (including but not limited to loss of profit or income by the vehicle owner; transportation; towing costs, phone, hotel or accommodation costs, parking costs, loss of any assets or valuables);
- b) Compensation for deprivation of use;
- c) Air freight or special delivery;
- d) Aesthetic items e.g. paint repairs; rust repairs; discoloration; fading; deformation; crackling; loosing; falling-off; water entry and condensation damages; or
- e) Cars not sold through Lexus UK.
- 15. The Additional Warranty does not provide cover for:
- a) Other vehicle brands/models, except for Lexus;
- b) Vehicles which are registered on behalf of a car retailer/repairer, a service garage or other type of commercial vehicle company;
- c) Vehicles which are used for races or other associated track driving;
- d) Police vehicles, fire service vehicles, ambulances and vehicles used by any other emergency service;
- e) Any pre-existing faults with the Vehicles at the time of service; or
- f) Any situation leading to a claim which is linked to the failure of a repairer to carry out a particular repair, or maintenance operation in the correct manner, or use poor quality spare parts.
- 16. These exclusions apply to all parts of the Additional Warranty. This Additional Warranty does not affect your statutory rights.

Your obligations

- 17. To ensure you receive the benefit of the Additional Warranty, you must comply with the following: You must:
- a) Ensure that the execution of work by the Authorised Lexus Repairer is confirmed in the service booklet, as copies of the service booklet with the entries must be presented in the event of a fault occurring;
- b) Provide details of the current mileage count from the mileage counter to the Authorised Lexus Repairer when reporting a fault; and
- c) Take account of and follow the manufacturer's instructions in the user's manual regarding the use of the vehicle.

Travelling Abroad

18. In the event of a repair being necessary in Europe (see geographical zone below), provided your stay is shorter than 90 consecutive days, any Authorised Lexus Repairer in the country you are visiting will be able to carry out rectification work under the Terms of Additional Warranty. The cost should be settled by you with the repairer and a claim made for reimbursement by providing the repair invoice to an Authorised Lexus Repairer in the UK within 28 calendar days. The costs will be refunded up to a maximum of the invoice value including VAT. The replacement part prices, labour time and costs must be set out individually in the invoice. You will be reimbursed for the repair costs in accordance with the Additional Warranty conditions.

Geographical Zone

19. The geographical scope of the Additional Warranty includes the following countries, Albania, Austria, Azerbaijan, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Kosovo, Latvia, Lithuania, Luxembourg, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovenia, Spain, Switzerland, Turkey and United Kingdom.

Processing of Repairs under the Additional Warranty

- 20. The Authorised Lexus Repairer is responsible for repairs covered by the Additional Warranty. You must always keep the service invoice safe and accessible. An Additional Warranty repair can only be considered on presentation of this service invoice in hard copy and/or electronically. If you lose the service invoice, please contact your Authorised Lexus Repairer.
- 21. To process a repair please follow these steps:
- a) Please report any repair under the Additional immediately, by presenting this service invoice to your Authorised Lexus Repairer and making the vehicle available for examination;
- b) Please provide all information needed or requested to help the Authorised Lexus Repairer identify the issue claimed for; and
- c) Always retain the service booklet and make it available to your Authorised Lexus Repairer as requested.

Transferability of the Additional Warranty

22. The Additional Warranty is transferable to subsequent owners of the vehicle but not transferable to another vehicle. The Additional Warranty follows the vehicle not the customer, provided that the maximum mileage count and/or Additional Warranty period have not been exceeded.

General terms

- a) Any replaced parts shall become the property of Lexus UK.
- b) The maximum cumulated repair value will be the actual vehicle purchase price including VAT (specified in the invoice issued by an Authorised Lexus Retailer, confirming the vehicle's purchase) and the maximum repair value is the economic value of the vehicle concerned at the time of its repair.
- c) Our standard warranty policy applies as far as the rules contained therein are not contradictory to these Terms.
- d) These Terms should be read in conjunction with our website terms of use and privacy policy.
- e) We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes.
- f) These Terms are governed by the laws of England and Wales and any dispute shall be subject to the jurisdiction of the English courts.