

## Opel FlexCare Terms & Conditions

Opel-NSC [Warrantor, Opel Automobile GmbH – legal entity to be identified] (hereinafter referred to as “Opel”) provides the following warranty and service elements for the vehicles under the Opel FlexCare program:

- Extended **warranty for the vehicle as further described below for** the time period as mentioned in the Opel FlexCare Certificate up to a maximum mileage as mentioned in the Opel FlexCare Certificate, whichever occurs first.
- Opel Roadside Assistance for the time period as mentioned in the Opel FlexCare Certificate up to a maximum mileage as mentioned in the Opel FlexCare Certificate, whichever occurs first.
- Scheduled Maintenance in the number and for the years as mentioned in the Opel FlexCare Certificate.
- Wear & Tear repairs for the components in the number of events and for the years as mentioned in the Opel FlexCare Certificate.

The elements eligible and applicable for the vehicle as identified in the Opel FlexCare Certificate are those as identified there.

### General:

- I. The Opel FlexCare Package and its elements are available for Opel vehicles which are purchased by private end customers, commercial customers and fleets that hold a special fleet purchase agreement with Opel. Vehicles excluded are those used as a taxi, minicab, driving school car, public service vehicle (e.g. ambulances, police cars...).
- II. In case the vehicle is subsequently changed to be used according to the above mentioned situations, the Opel FlexCare Package elements automatically cease to apply.
- III. The elements of the Opel FlexCare Package follow the car in case of a change of ownership and therefore are transferred to the buyer in case the vehicle is sold.
- IV. Opel accepts no liability for shortcomings and deficiencies in performing services in relation to elements of the Opel FlexCare Package elements if such deficiencies stem from great force, acts of war, strikes, etc.
- V. In case of a total loss of a vehicle subject to the Opel FlexCare Package or if such vehicle has been stolen, the Package can be cancelled and payments are reimbursed according to the following regulations, whatever comes first:
  - a. In case the customer has ordered the Opel FlexCare Extended Warranty only, the Opel FlexCare Package can be cancelled within the first 2 years after first registration of the vehicle subject to the Package.
  - b. In case the customer has ordered an Opel FlexCare Package containing scheduled maintenance, the Opel FlexCare Package can be cancelled before the 1<sup>st</sup> scheduled maintenance is performed or within the first 11 months after first registration of the vehicle subject to the Package.
  - c. In case the customer has ordered an Opel FlexCare Package containing Wear & Tear, the Opel FlexCare Package can be cancelled before the 1<sup>st</sup> Wear & Tear replacement is performed or within the first 11 months after first registration of the vehicle subject to the Package.

- d. Cancellation or withdrawal for other reasons and/or outside the indicated timeframe is not possible.

Application for cancellation can be filed at [OPELNSC] or with any Opel Authorized Dealer. The application must be in writing and contain proof of the total loss of the vehicle/proof that the vehicle has been stolen, and the executed original of the Opel FlexCare Certificate. The Opel Authorized Dealer will assist in completing the respective documents and handling of the cancellation application.

#### A. Extended Warranty

- in case applicable for the vehicle according to the Opel FlexCare Certificate -

1. Opel guarantees for the vehicle of its manufacture and running under Opel FlexCare that such vehicle is free from defects according to the state of the art (this warranty hereinafter referred to as the "Extended Warranty". The Extended Warranty comes into effect on the day when the regular new vehicle warranty of the covered vehicle according to the new vehicle warranty conditions as outlined in the Service Booklet expires and thereafter remains in effect for the period of time as indicated in the Opel FlexCare Certificate or until a maximum mileage as indicated in the Opel FlexCare Certificate has been reached, whichever occurs first (the "Warranty Period").
2. All Opel Extended Warranty claims will expire at the end of the Warranty Period. For a warranty issue reported within the Warranty Period but not repaired by its expiry, the Warranty Period is extended until repair of this issue. If the issue could not be demonstrated or the presence of the issue or its repair is disputed, the Opel Extended Warranty expires two months after the last repair or declaration by the Opel Authorized Repairer or Opel that the fault has been eliminated or no fault is present. An interruption or restart of the Warranty Period by repair or checking of the issue or negotiations on circumstances justifying the claim is excluded. Promises by third parties of any type which deviate in any way from the scope and conditions of warranty described here are not binding on Opel.
3. The Opel Extended Warranty applies exclusively to free of charge repair of the vehicle by an Opel Authorized Repairer, i.e. Opel's obligations under this Extended Warranty are limited to repairing or replacing at its option any parts by an Opel Authorized Repairer. The repair or replacement of defective parts will be made by the Authorized Repairer to whom the vehicle is returned, without charge for parts and labor. The vehicle owner is not, in any case, entitled to any compensation in addition to what is outlined before, consequently, not to, e.g., towing, replacement vehicle, assembly and reassembly after examination and dismantling when the damage is not reimbursed by the Opel Extended Warranty, possible loss of value after repair, travel or transport costs, loss in business, and/or loss in terms of lost earnings. Opel's compensation liability under the Opel Extended Warranty thus limited in accordance with what is stated above. However, certain services are subject to the Opel Extended Roadside Assistance as included in Opel FlexCare, subject to the terms and conditions as outlined in the respective section.  
The Extended Warranty has no influence on the buyer's rights according to applicable law or according to the purchase agreement for the vehicle.
4. For the parts fitted during a repair, until expiry of the Warranty Period, the same warranty is given as for the motor vehicle, i.e. the Opel Extended Warranty is not further extended by the repair or replacement of parts even for the parts rectified or replaced. No further claims can be made on the basis of this Opel Extended Warranty. Replaced parts become the property of Opel.

5. Warranty claims can only be made on presentation of the Opel FlexCare Certificate in original issued by Opel.
6. Opel reserves the right to appoint its engineer to inspect the vehicle prior to any repair or replacement of parts covered.
7. Opel Extended Warranty is valid for repairs performed by an Opel Authorized Repairer in Andorra, Belgium, Bosnia- Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Great Britain, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxemburg, Macedonia (FYROM), Malta, Monaco, Netherlands, Northern Ireland, Norway, Austria, Poland, Portugal, Republic of Ireland, Rumania, San Marino, Sweden, Switzerland, Serbia & Montenegro, Slovakia, Slovenia, Spain, Czech Republic, Turkey.
8. Extended Warranty coverage is:
  - a. Complete
9. The extended warranty complete is the equivalent to the full manufacturer warranty coverage as described in the service and warranty booklet handed over to the customer together with the vehicle. Also the exclusions applying for the manufacturer warranty as outlined in the service and warranty booklet apply to the FlexCare Extended Warranty.

The terms as outlined apply to Opel Ampera-e accordingly with the exception that all repairs can only be made by and at an Opel Ampera-e Authorized Repairer.

10. Excluded from the Extended Warranty are the components/component groups ~~not listed under 8.~~ Based on the following items:
  - Wheel balancing and alignment
  - Regeneration of diesel particle filter
  - Aligning body components such as strikers and hinges
  - Elimination of vibration noises caused by body parts or misalignment of body, wheels or suspension
  - Adjustment of the following: brakes, handbrake, clutch, gearshift, ribbed V-belts, ignition, engine timing, headlights, front wheel geometry, doors, bonnet, tailgate, flaps, sunroof, windows
  - The following components are generally considered wear and tear items in terms of the FlexCare Extended Warranty and therefore excluded from warranty: brake linings, brake drums, brake disc and brake pads, clutch release bearings, clutch pressure plates and center plates, tires, wiper blades and rubbers, auxiliary drive belts, toothed belts and ribbed V-belts, interior/exterior trims, mouldings, weather strips, seat and backrest covers, floor coverings, glass breakage (due to external influence), heated window elements (due to damage), spark plugs, exhaust pipes and silencers, batteries for radio remote controls, fuses, light bulbs excluding Xenon headlamp bulbs, gas springs for tailgate and bonnet, shock absorbers and MacPherson struts.
11. Warranty claims are further excluded
  - a) if the vehicle has not been serviced (inspections according to the Opel service plan) as specified by Opel or other repairs are not performed on time or not in accordance with manufacturer's

specifications. The exclusion does not apply where proof has been provided that the damage is not caused by the omitted or delayed service. Services performed must be documented;

- b) for assemblies which are directly or indirectly affected by parts (e.g. tuning or styling parts) subsequently fitted to the motor vehicle and which do not form part of the original Opel accessories, or if the motor vehicle has been modified in a manner not approved by Opel;
- c) if the vehicle, without the prior approval of Opel, was filled with fuel of incorrect specification, including so-called biodiesel and the resulting damage affects vehicle components, the function of which could be adversely affected by filling with fuel of incorrect specification. The same applies for operation with operating fluids of incorrect specification, e.g. engine oil;
- d) if the motor vehicle has been used for competitions, races, rallies, record attempts or similar sports events or activities, or used off-road unless approved by Opel;
- e) if the vehicle is a total economical write-off;
- f) if vehicle identification number of the motor vehicle has been altered or removed or if cannot be identified or it does not correspond to the data present in this Service and Warranty booklet;
- g) for sealed components, if the seal is broken;
- h) for breakdown or damage to parts (whether guaranteed or not) caused by frost, water, blockages due to freezing liquids, contaminants building up, sludge or silt, or other waste matter that has prevented the parts from working properly.
- i) if the odometer and/or speedometer has been modified, exchanged, tampered with, altered or manipulated in any way. Not subject to this exclusion are exchanges or modifications that were done following a defect of the respective component, if such modification or exchange is documented (incl. mileage of the exchanged odometer).

12. This warranty also does not apply if the original cause of a defect stems from

- a) a failure to observe Opel specifications on care and treatment of the vehicle (e.g. as specified in the Owner's Manual) including but not limited to omission of taking appropriate action in the event of warning lights appearing or failure to correct detected defects;
- b) repair or servicing of the motor vehicle not performed by an Opel Authorized Repairer;
- c) improperly handle or overstressing of the motor vehicle;
- d) external mechanical or chemical influences have affected the motor vehicle (in the case of paintwork or bodywork damage, in particular stone chips, rust film, industrial emissions, bird droppings); or
- e) failure to report and to rectify a defect which was already apparent during motor vehicle delivery immediately after delivery, or a defect which becomes apparent at a later date immediately after it became apparent as specified in chapter 2.
- f) failing of the owner to make the expected steps to relieve the damages incurred;

For special conversions not supplied by Opel, no Opel Extended Warranty is given.

Incidental or consequential costs such as hotel charges, car hire, and loss of personal effects or income are not recoverable under the terms.

## B. Opel Extended Roadside Assistance

- in case applicable for the vehicle according to the Opel FlexCare Certificate -

As integrated part of the Opel FlexCare Extended Warranty to address Extended Warranty incidents that happen while on the road, Opel FlexCare includes free of charge Opel Extended Roadside Assistance within the contracted FlexCare duration. The Opel Extended Roadside Assistance comes into effect on the day when the regular new vehicle roadside assistance of the covered vehicle according to the conditions as

outlined in the Service Booklet expires and thereafter remains in effect for the period of time as indicated in the Opel FlexCare Certificate or until a maximum mileage of as indicated in the Opel FlexCare Certificate has been reached, whichever occurs first. Opel FlexCare Extended Roadside Assistance is granted to the same terms, conditions and extend as outlined in the Opel Service Booklet.

#### C. Scheduled Maintenance

- in case applicable for the vehicle according to the Opel FlexCare Certificate -

Opel FlexCare Scheduled Maintenance consists of free of charge scheduled maintenance (referring to "normal usage") according to the Opel Service Plan in a number as indicated in the Opel FlexCare Certificate for the validity of the package according to the Opel FlexCare Certificate and up to a mileage as indicated there. The services include all involved parts (including the fluids engine oil, brake fluid, coolant, screen wash, transmission oil – provided and to the extent that such fluids are to be changed or re-filled or completed during a regular service – in case a re-fill or completion is necessary in between two regular services, such re-fill or completion is not included in the Opel FlexCare Package) and labor as specified in the service plan and the mandatory additional services items. The corrosion protection checks are included. Specified service parts and labor for LPG and CNG vehicles are covered with in Opel FlexCare.

Excluded are wear & tear parts that found to be replaced during the Scheduled Maintenance.

The Scheduled Maintenance can only be redeemed at an Opel Authorized Repairer.

*[The [last] scheduled maintenance is not included in the Opel FlexCare service package and costs have to be borne by the customer.]* **COUNTRY TO CHECK AND LOCALIZE DEPENDING ON GO TO MARKET.**

#### D. Wear & Tear Replacements

- in case applicable for the vehicle according to the Opel FlexCare Certificate -

Opel FlexCare Wear & Tear replacement can only be sold in a package including Extended Warranty coverage for the same duration and mileage.

Opel FlexCare Wear & Tear consists of free of charge replacements of certain defined items subject to wear as indicated in the certificate and listed below, for the validity of the package according to the Opel FlexCare Certificate and up to a mileage as indicated there. The replacements refer to the normal wear of parts and components. **Only those components that are part of the original equipment of the vehicle are covered by the Wear and Tear repair.** Excluded are damages based on external impacts, such as accidents.

The replacements include all involved parts and labor as specified in the Opel Technical Information System.

Within Opel FlexCare, Wear & Tear replacements covers the following components and items:

brake pads, discs, drums and shoes, shock absorbers, wheel bearings, ball joints, remote control batteries, clutch (mechanism, disc, thrust bearing) wiper blades (maximum 1 set per year), fuses, bulbs (except discharge bulbs and LEDs), battery (internal combustion engine vehicle)

Not explicitly mentioned items are not included in the Opel FlexCare Wear & Tear free of charge replacements, and costs for a replacement have to be borne by the customer.

The replacement of the items on demand is included in the Opel FlexCare Wear&Tear free of charge replacement only when the covered item is worn to or exceeds the limits specified by Opel in the Opel Technical Information system. -

For wiper blades and rubbers, the number of replacements is limited as indicated **in the vehicle certificate** at maximum once per year for the entire duration of the package.

“Wear” refers to specified normal designated usage of the vehicle and the typical durability assumed for the covered components. Additional replacements, e.g. such that become necessary due to non-designated or non-intended usage or individual driving behavior against the operating instructions of the vehicle, are not covered.

The wear & tear replacements can only be redeemed at an Opel Authorized Repairer. Opel FlexCare Wear&Tear only includes the replacement of the listed parts or components. Excluded are (i) cost reimbursements for replacements performed outside of the Opel Authorized Repairer network, and (ii) any compensation for damages caused by belated or omitted replacement of the parts or components listed.