



# BMW Plug-in Hybrid Battery Certificate

## Services and Conditions for High-Voltage Batteries of Generations 3.0 and 4.0

The seller hereby provides the purchaser of a new BMW Plug-In Hybrid (PHEV) vehicle with the following express performance commitments relating to the high-voltage battery systems of Generation 3.0 (F45, F15, G11, G12, F30, G30, G01, F48 LCI, F39) and Generation 4.0 (G11 LCI, G12 LCI, G05, G20, G30 LCI, G31 LCI, G01 LCI) models, in addition to any statutory defect claims or rights arising under the terms and conditions of sale for new BMW vehicles:

### Certificate Period and Coverage

The BMW Battery Certificate for the high-voltage battery of a new vehicle registered prior to 1 June 2020 is valid for the first 100,000 km or six (6) years from the date of the Vehicle's first registration in Malaysia. For vehicles registered on or after 1 June 2020, the certificate remains valid for the first 160,000 km or eight (8) years from the date of the Vehicle's first registration in Malaysia (the "Certificate Period"). Upon the expiry of the Certificate Period, regardless of mileage or elapsed time, all rights and commitments under this Certificate automatically terminate.

## **Defect Remediation**

Within the Certificate Period, the purchaser is entitled to request, at no cost, the repair of any defect in the high-voltage battery that is not excluded under this Certificate. Repairs may involve the installation of a new-generation high-voltage battery, which may result in changes to certain technical specifications of the vehicle; however, such changes will not materially impair the vehicle's driving characteristics when used in accordance with normal operating conditions.

## **Towing Assistance**

If, within the Certificate Period, the BMW vehicle requires towing as a direct result of a defect in the high-voltage battery covered by this Certificate, the purchaser will be reimbursed for the reasonable and necessary costs of towing the vehicle to the nearest BMW Malaysia Authorised Dealer service centre, subject to the presentation of supporting documentation and compliance with applicable procedures.

## **Transfer of Rights**

In the event of a change in ownership of the BMW vehicle during the Certificate Period, all rights and commitments under this Certificate shall automatically transfer to the new owner, who shall be subject to all terms, conditions, limitations, and exclusions set forth herein.

## **Conditions and Exclusions**

The performance commitments under this Certificate are strictly conditional upon the following:

- All scheduled inspections and maintenance must be completed at the intervals specified by the manufacturer, and the high-voltage battery must be checked and, if necessary, repaired during these inspections by a BMW Authorised Dealer.
- This Certificate does not apply to defects or damage resulting from:
  - Accident, collision, or other external physical impact;
  - Operation of the vehicle under conditions for which it was not homologated (including, but not limited to, use in countries with homologation standards differing from the country of initial delivery);
  - Improper handling, misuse, or operation of the vehicle in a manner inconsistent with the manufacturer's guidelines, including but not limited to participation in motorsport competitions or similar activities;
  - Installation of parts or components not approved by the manufacturer, or modification of the vehicle or any of its systems (including software) in a manner not authorised by the manufacturer;
  - Failure to follow the regulations concerning handling, maintenance, and care of the vehicle as set out in the official operating instructions;

- Immersion of the high-voltage battery or parts thereof in water or other liquids. This also includes direct exposure to high-pressure cleaning equipment;
- Any instance in which the high-voltage battery has been opened, tampered with, or removed from the vehicle by any party other than an authorised BMW dealer or service centre.

Any claims or requests for service under this Certificate that do not comply with the above conditions, or which arise from any of the stated exclusions, shall be null and void. This Certificate does not confer any rights beyond those expressly stated herein and shall not be interpreted to extend or modify any statutory rights available to the purchaser under applicable law.

### **Services and Conditions for High-Voltage Batteries of Generations 5.0**

The seller hereby provides the purchaser of a new BMW Plug-In Hybrid (PHEV) vehicle with the following express performance commitments relating to the high-voltage battery systems of Generation 5.0 (U06, U11, G70, G05 LCI, G09, G60, G61, G90, G99, G45) in addition to any statutory defect claims or rights arising under the terms and conditions of sale for new BMW vehicles:

#### **Certificate Period and Coverage**

The BMW Battery Certificate for the high-voltage battery of a new vehicle is valid for the first 160,000 km or eight (8) years from the date of the Vehicle's first registration in Malaysia (the "Certificate Period"). Upon the expiry of the Certificate Period, regardless of mileage or elapsed time, all rights and commitments under this Certificate automatically terminate

#### **Defect Remediation**

Within the Certificate Period, the purchaser is entitled to request, at no cost, the repair of any defect in the high-voltage battery that is not excluded under this Certificate. Repairs may involve the installation of a new-generation high-voltage battery, which may result in changes to certain technical specifications of the vehicle; however, such changes will not materially impair the vehicle's driving characteristics when used in accordance with normal operating conditions.

#### **Towing Assistance**

If, within the Certificate Period, the BMW vehicle requires towing as a direct result of a defect in the high-voltage battery covered by this Certificate, the purchaser will be reimbursed for the reasonable and necessary costs of towing the vehicle to the nearest BMW Malaysia Authorised Dealership, subject to the presentation of supporting documentation and compliance with applicable procedures.

## **Transfer of Rights**

In the event of a change in ownership of the BMW vehicle during the Certificate Period, all rights and commitments under this Certificate shall automatically transfer to the new owner, who shall be subject to all terms, conditions, limitations, and exclusions set forth herein.

## **Conditions and Exclusions**

The performance commitments under this Certificate are strictly conditional upon the following:

- All scheduled inspections and maintenance must be completed at the intervals specified by the manufacturer, and the high-voltage battery must be checked and, if necessary, repaired during these inspections by a BMW Authorised Dealer.
- This Certificate does not apply to defects or damage resulting from:
  - Accident, collision, or other external physical impact;
  - Operation of the vehicle under conditions for which it was not homologated (including, but not limited to, use in countries with homologation standards differing from the country of initial delivery);
  - Improper handling, misuse, or operation of the vehicle in a manner inconsistent with the manufacturer's guidelines, including but not limited to participation in motorsport competitions or similar activities;
  - Installation of parts or components not approved by the manufacturer, or modification of the vehicle or any of its systems (including software) in a manner not authorised by the manufacturer;
  - Failure to follow the regulations concerning handling, maintenance, and care of the vehicle as set out in the official operating instructions;
  - Immersion of the high-voltage battery or parts thereof in water or other liquids. This also includes direct exposure to high-pressure cleaning equipment;
  - Any instance in which the high-voltage battery has been opened, tampered with, or removed from the vehicle by any party other than an authorised BMW dealer or service centre.

Any claims or requests for service under this Certificate that do not comply with the above conditions, or which arise from any of the stated exclusions, shall be null and void. This Certificate does not confer any rights beyond those expressly stated herein and shall not be interpreted to extend or modify any statutory rights available to the purchaser under applicable law.

The high-voltage battery is also subject to the general exclusions and limitations set forth in the new vehicle's warranty terms and conditions, which are referenced herein for further guidance: BMW Warranty Certificate.

BMW Malaysia Sdn Bhd reserves the right to modify or amend the terms of this Battery Certificate at any time, without the necessity of providing prior written notice.