

BMW / BMW i performance commitment for the high-voltage battery – benefits and conditions.

The seller grants the buyer of a new BMW / BMW i battery electric vehicle (BEV) a voluntary performance commitment for the high-voltage battery in addition to the new vehicle warranty. This covers material defects in the high-voltage battery and a drop in the maximum available energy content to below 70 % compared to the certified 100 % condition in the new vehicle. It applies to the first 160,000 km* (BMW i3 before the initial delivery or first registration 01.08.2019, 100.000 km) of the new BMW / BMW i vehicle and ends – regardless of the mileage driven – no later than 8 years after the initial delivery or first registration of the new BMW / BMW i vehicle, whichever comes first.

A prerequisite for claiming this high-voltage battery performance commitment is that all maintenance on the vehicle has been carried out in accordance with BMW / BMW i's maintenance specifications within the performance period defined in paragraph 1 for the high-voltage battery.

Proof of this can be provided, for example, by the current service booklet (in digital or paper form).

The performance commitment of the high-voltage battery can only be claimed at BMW / BMW i authorized businesses in the European Economic Area, Switzerland and the United Kingdom (BMW / BMW i authorized dealers or BMW / BMW i service partners).

As with all batteries, the maximum available energy content of the high-voltage battery gradually decreases over time and with use. The extent of this decrease depends, for example, on charging and driving behaviour as well as external temperature conditions. Recommendations for maximizing the service life of the vehicle's high-voltage battery can be found in the operating instructions or obtained from the dealer or BMW / BMW i. However, if the maximum available energy content in the vehicle falls below 70 % of the certified 100 % condition in a new vehicle at the time of initial registration within the performance period specified in paragraph 1, the percentage below 70 % represents an excessive decrease in the maximum available energy content. This excessive decrease will be repaired free of charge for the buyer so that the maximum available energy content is again at least 70 %:

- For vehicle models equipped with a battery status indicator in the vehicle:
The battery status indicator in the vehicle serves as proof of the maximum available energy content in the vehicle.
As the battery status displayed in the vehicle may be inaccurate, BMW / BMW i reserves the right to additionally verify the exact battery status by means of a BMW /

BMW i certified measurement. This measurement result then serves as the decisive criterion for verifying the maximum available energy content in the vehicle.

- For vehicle models without a battery status indicator in the vehicle:
A BMW / BMW i certified measurement serves as proof of the maximum available energy content in the vehicle.

If the high-voltage battery needs to be repaired due to a material defect or if the maximum available energy content falls below 70 % of the certified 100 % condition in a new vehicle, the high-voltage battery will be repaired or replaced with new, refurbished or reconditioned parts at BMW / BMW i's discretion. Even if the high-voltage battery cannot be restored to new condition through repair or replacement, or if the maximum available energy content does not reach 100 % again, BMW / BMW i will ensure that the maximum available energy content is at least 70 %.

A prerequisite for repair by replacement of parts is that the buyer agrees that removed and replaced components become the property of BMW / BMW i or a third party designated by BMW / BMW i upon removal.

The change of ownership of the BMW / BMW i vehicle does not affect the performance commitments for the high-voltage battery.

This voluntary performance commitment for the high-voltage battery does not apply to damage or excessive reduction in the maximum available energy content caused by failure to comply with the regulations and instructions for handling the vehicle and the high-voltage battery as described in the operating manual or displayed in the vehicle (in particular instructions on the service life of the high-voltage battery).

This performance commitment for the high-voltage battery does not cover damage or performance limitations caused by:

- Failure to charge the vehicle within 14 days after the charge level indicator has displayed 0 % / 0 km range;
- Charging equipment such as charging cables or charging plugs from third-party suppliers (charging equipment not sold by BMW / BMW i);
- Defective charging infrastructure such as charging stations;
- Deliberate tampering or programming to shorten the service life of the high-voltage battery or manipulate the value of the maximum available energy content;
- Tampering with or programming any of the vehicle's control units or installing unauthorized software, including performance-enhancing software;
- Modification of the vehicle in a manner not approved by BMW / BMW i;

- Use of add-on parts (interior and exterior) not approved by BMW / BMW i if these are the cause of the complaint about the high-voltage battery;
- Opening or removing the high-voltage battery in a manner that deviates from BMW / BMW i specifications;
- Improper repair of the vehicle and its high-voltage electrical system, including its components (electric motor, power electronics, charging unit, heating, air conditioning, wiring or high-voltage battery) by an unauthorized workshop;
- Failure to report a previous material defect causing the complaint about the high-voltage battery or to have it repaired immediately after discovery;
- Breach of the buyer's obligation to have the prescribed maintenance/servicing work carried out on the vehicle in accordance with BMW / BMW i's specifications within the specified time limits;
- Failure to give the performance provider the opportunity to perform product improvements (in particular remote software upgrades) despite being requested to do so;
- Exposure of the high-voltage battery or any other component of the high-voltage electrical system to a direct flame or other external heat source;
- Immersion of the high-voltage battery or parts thereof in water or other liquids. This also includes direct exposure to high-pressure cleaning equipment (except for automated washing systems);
- Exposure of the battery to a corrosive environment (e.g. a highly acidic or highly alkaline environment or cleaning agents);
- Physical damage to the vehicle or the high-voltage battery (whether intentional, due to vandalism or accident).
- Damage due to force majeure (e.g. fire, storm, flood, lightning strike).
- Failure to comply with the load limits or towing capacities specified by BMW / BMW i, as described in the registration certificate, among other places;
- Use of the high-voltage battery for purposes other than operating the vehicle with its factory-installed equipment and any bidirectional charging functions (depending on factory vehicle equipment);
- Use and operation of the high-voltage battery after removal from the vehicle;
- Overuse of the high-voltage battery, e.g. in motor sports activities.

In addition, the high-voltage battery is subject to the general exclusions and restrictions described in the warranty conditions for the new vehicle. This voluntary performance commitment for the high-voltage battery does not apply to the use of the vehicle under conditions for which it has not been homologated (e.g. in a country other than the country of first delivery with different homologation conditions). This voluntary performance commitment for the high-voltage battery is a supplementary component of the terms and conditions of sale for new BMW / BMW i vehicles. Performance commitments and claims under the terms and conditions of sale for new vehicles remain unaffected by this performance commitment for the high-voltage battery.