

WARRANTY TERMS AND CONDITIONS.

BMW PREMIUM SELECTION. CERTIFIED PRE-OWNED.

IMPORTANT NOTES FOR WARRANTY CLAIMS.

The purchaser has statutory rights in case of defects. There is no charge involved in exercising the statutory rights. The BMW Premium Selection warranty does not restrict the statutory rights.

Please note the following: Repair work

In case of a warranty claim, all repair work must always be carried out by the warrantor.
The warrantor notifies the BMW Premium Selection Service Centre of the damage by telephone and obtains approval for the repair (confirmation of coverage).

If you cannot have the repair carried out by the warrantor, please notify the BMW Premium Selection Service Centre by telephone or e-mail before the start of repairs.

The BMW Premium Selection Service Centre staff are available to you from Monday to Friday, 7.30 a.m. to 6.00 p.m. at:

Telephone number and e-mail address of the warrantor or its authorised BMW Premium Selection Service Centre.

If you cannot notify the Service Centre by telephone or e-mail, you must provide written notification without delay before the start of repairs to:

Postal address of the warrantor or its authorised BMW Premium Selection Service Centre.

The granting of approval for the repair by the BMW Premium Selection Service Centre is always a requirement for the acceptance or reimbursement of the repair costs.

HOW TO REPORT AND SETTLE WARRANTY CLAIMS WITHIN EUROPEAN COUNTRIES.

In case of a warranty claim within a European country, please inform:

- the BMW Premium Selection Service Centre (see page 1), or
- your nearest BMW dealer abroad.

Claim settlement by customer:

1. Provide a vehicle repair diagnosis from the nearest BMW dealer abroad.
 - please make the claim notification yourself directly to the BMW Premium Selection Service Centre before any repair is made to the vehicle (for contact details, please see page 1). The following details must be included:
 - diagnostic log,
 - cost estimate including the labour and parts costs as well as the hourly labour rates (parts prices are subject to specific local costs),
 - proof that routine maintenance work has been carried out on the vehicle (extract from service/maintenance booklet).
2. The BMW Premium Selection Service Centre will send you a confirmation of the accepted repair costs and provide you with a reference number for the claim.
3. After the repair has been completed, you will be required to pay the agreed invoice amount in advance (the amount must correspond to the cost estimate).
4. Please send the repair invoice within 4 weeks from the date of invoice and inform us of your bank details.

Claim settlement by BMW dealer abroad:

1. Provide a vehicle repair diagnosis from the nearest BMW dealer abroad.
2. The BMW dealer abroad must notify the BMW Premium Selection Service Centre before any repair is made to the vehicle (for contact details, please see page 1). The following details must be included:
 - diagnostic log,
 - cost estimate including the labour and parts costs as well as the hourly labour rates (parts prices are subject to specific local costs),
 - proof that routine maintenance work has been carried out on the vehicle (extract from service/maintenance booklet).
3. The BMW Premium Selection Service Centre will send the BMW dealer abroad a confirmation of the accepted repair costs and the reference number for the claim.
4. After the repair has been completed, the BMW dealer abroad should submit the invoice (the invoice amount must correspond to the cost estimate), including the reference number and bank details.

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Duration of the warranty

The BMW Premium Selection warranty is valid for a minimum of 24 months, as specified in the warranty agreement.

Scope of the warranty in the event of a claim

This warranty applies within the member states of the European Economic Area as well as Switzerland, Andorra, Monaco, San Marino, the United Kingdom (UK), Cyprus and Turkey.

The warranty covers the functionality of all mechanical, electrical, electronic, pneumatic and hydraulic components included in the manufacturer's original scope of delivery, subject to the following exclusions:

Exhaust system:

- Exhaust system downstream of the catalytic converter.

Fittings (interior, exterior):

- in particular chrome-plated components, trim strips, armrests, headliners, storage compartments, side panels, sun visors, cup holders and upholstery. This list is illustrative and not exhaustive.

Braking system:

- Brake pads, discs, drums and adjustment work on the braking system.

Clutch:

- Clutch disc, pressure plate and adjustment work on the clutch.

Chassis/shock absorbers:

- Shock absorbers; exception: breakage.

Glass/windows:

- Mirror glass, windows and soft-top panels; exception: the rear window, provided there is a loss of heating or antenna function.

Non-original parts:

- All components that do not originate from the vehicle manufacturer or do not comply with its specifications, in particular third-party accessories, third-party car radios and third-party navigation devices. This list is illustrative and not exhaustive.

Rubber/rubber composite parts:

- in particular rubber seals on doors, the boot and the roof; axle bearings and axle mountings (including rubber-to-metal bearings); axle and steering boots; silent blocks and silent bushings (including composite designs); engine mounts (excluding hydraulic mounts); stabiliser bar mounts and control arm mounts. This list is illustrative and not exhaustive.

Maintenance:

- Maintenance, inspection and servicing work.

Bodywork:

- Alignment, correction and adjustment work on bodywork components, in particular on sliding and louvre roofs, soft tops, vehicle doors, boot lids and bumpers,
- Paint damage and corrosion (rust) on body parts,
- water leaks and other leaks in the bodywork, in particular in door, sunroof and window seals, as well as in convertible or folding soft tops.

Fuel system:

- Intake system, fuel hoses and contaminants in the fuel system.

Static seals:

- in particular static sealing elements without moving parts, specifically: flat seals made of metal, composite or fibre materials, paper and cellulose seals, and other dimensionally stable static seals that do not accommodate relative movements. This list is illustrative and not exhaustive.

Exception: This covers leaks in water-carrying systems and/or technical components of the vehicle (radiator, water hoses, cylinder head gasket, radiator, air conditioning) as well as the engine oil pan gasket.

Wheels:

- Tyres, rims, hubcaps, wheel bolts, wheel alignment and tyre balancing.

Lighting:

- Headlamps, headlamp lenses, headlamp housings, rear lights, plastic covers, reflectors, light bulbs of all kinds. This list is illustrative and not exhaustive.

Energy storage/Batteries:

- Batteries, in particular starter batteries, on-board and auxiliary batteries, batteries for comfort, assistance or control functions, other energy storage devices without a traction function.

This list is illustrative and not exhaustive.

Exception: however, the electric vehicle battery and the battery intended exclusively for supplying electrical energy for the traction of mild-hybrid vehicles are covered in the event of a technical defect (excluding any kind of wear and tear, loss of capacity or degradation).

Operating, wear and tear items and small parts:

- Filters and ignition system parts, in particular spark plugs, glow plugs; small parts, in particular screws, nuts, washers, seals, hoses; operating and consumable materials, in particular lubricants, operating fluids, brake cleaner, antifreeze; this list is illustrative and not exhaustive.

Exception: These parts are covered if their replacement is technically necessary in the course of repairing a covered component.

Air conditioning/climate control system:

- Filling, topping up, refilling and conversion.

Exception: Refilling is included if it is carried out in connection with a repair covered by the warranty.

Wear parts/Maintenance-related components:

- All components that are regularly checked, replaced or renewed as part of maintenance, inspection or servicing work, in particular air filters, oil filters, spark plugs, V-belts, ribbed V-belts and timing belts. This list is illustrative and not exhaustive.

Software and diagnostic services:

- Software updates, reading and clearing the fault memory, system and control unit resets. This list is illustrative and not exhaustive

Exception: These services are covered if they

- are directly related to a repair for which compensation is payable,
- prevent or assist the replacement of a covered component,
- do not constitute an upgrade or functional enhancement, and
- in total – for all these services combined – take no more than 12 labour hours (1 hour) per repair case.

Soft-top systems:

- Soft top fabric for convertible or folding tops.

Communication and telephony systems:

- Handsets for hands-free kits and telephone systems.

This list is illustrative and not exhaustive.

Standard vehicle accessories/on-board equipment:

- in particular, jacks, puncture repair kits, fire extinguishers, warning triangles, first-aid kits, tools and tool kits. This list is illustrative and not exhaustive.

Miscellaneous: Wind noise, squeaking and rattling noises.

The following damage is also not covered by the warranty:

- Direct and indirect consequential damage, in particular
 - Costs for testing, measuring and adjustment work, insofar as these are not directly related to the damage covered by the warranty.
 - Costs for the recovery and storage of the vehicle (in particular, parking fees, hire car costs, freight costs and towing costs. This list is illustrative and not exhaustive).
 - Damage to a component not covered by the warranty, caused by damage to a component covered by the warranty.
 - Damage to a component covered by the warranty caused by damage to a component not covered by the warranty. This list is illustrative and not exhaustive.
- Damage caused by the direct effects of storms, hail, lightning strikes, natural disasters (in particular earthquakes, floods, volcanic eruptions) as well as by fire, scorching or explosion. This list is illustrative and not exhaustive.
- Damage caused by external factors, such as damage caused by martens or other animals.
- Damage caused to vehicles that are used as taxis, hire cars, self-drive hire cars, driving school vehicles, or which are rented, leased or used at airports.
- Damage caused to vehicles that are used for the commercial carriage of passengers or hired out and/or made available to a changing group of people, such as courier, express, delivery and parcel services, transport of sick or disabled persons, etc.
- Caused by acts of war of any kind, civil war, civil unrest, strikes, lockouts, confiscation, other acts of state authority or nuclear energy.
- By accident, i.e. an event caused by sudden, direct external mechanical force.
- By wilful or malicious acts. In particular, misappropriation, theft, unauthorised use, robbery or embezzlement. This list is illustrative and not exhaustive.
- Which have been caused intentionally or through grossly negligent behaviour.
- The use of a part that is clearly in need of repair, unless the beneficiary of the warranty can prove that the need for repair was not the cause of the warranty claim or the extent of the obligation to provide cover, or that the part had been at least provisionally repaired by a qualified specialist at the time the damage occurred.
- Damage resulting from the vehicle being subjected to axle or trailer loads higher than those specified by the manufacturer, unless the

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warranty holder proves that this alteration was not the cause of the warranty claim or the scope of the obligation to provide performance.

- Arising from the use of unsuitable lubricants and operating fluids, unless the warranty holder proves that such misuse was not the cause of the warranty claim or the scope of the obligation to provide performance.
- Which have arisen as a result of the motor vehicle having been technically modified (e.g. through tuning, chassis conversion), unless the warranty holder proves that this modification was not the cause of the warranty claim or the scope of the obligation to provide performance.
- Which have arisen as a result of the vehicle being used in racing-style driving events or during associated practice sessions, unless the beneficiary proves that such use was not the cause of the warranty claim or the scope of the obligation to provide cover.
- Which are due to the failure to adhere to the prescribed inspection and maintenance intervals, unless this failure to adhere to the intervals was not the cause of the damage.
- Which are due to the fact that inspections, maintenance work or other repairs carried out by the workshop were defective, unless the warranty holder proves that this work was not the cause of the warranty claim or the scope of the obligation to provide performance.
- Which arise from a failure to observe the manufacturer's instructions in the owner's manual regarding the operation of the vehicle, unless the warranty holder proves that the misuse was not the cause of the warranty claim or the scope of the obligation to provide performance.

The following services are available to the beneficiary of the warranty:

1. If a component covered by the warranty loses its functionality during the warranty period due to damage occurring during that period, the warranty holder is entitled to a professional repair by means of replacement or repair of the component. The claim covers all necessary, actual repair costs, including the costs of necessary spare parts, based on the manufacturer's current recommended retail prices, as well as the costs of adjustment testing, inspection and measurement work, including the necessary adjustments. The hourly rates of the guarantor carrying out the repair or the authorised BMW workshop, as well as the manufacturer's standard working time figures, shall be decisive for the reimbursement of labour costs incurred. VAT shall not be reimbursed where there is a right to deduct input tax.
2. The total claim during the term of the warranty (including claims arising from multiple warranty events) is limited to the replacement value of the vehicle less the residual value.
3. If the estimated repair costs exceed the replacement value of the vehicle, the warranty holder is entitled to demand financial compensation in the form of a notional settlement instead of the repair. The amount to be paid shall be determined, at the guarantee holder's expense, by a legally competent technical expert organisation (e.g. TÜV or Dekra). In the event of a notional settlement based on an expert opinion, no VAT will be refunded.
4. This warranty does not give rise to any further claims for new or replacement delivery, withdrawal from the purchase contract (rescission of the purchase contract), reduction (reduction of the purchase price), compensation for damages or reimbursement of wasted expenditure. The warranty does not affect the warranty holder's statutory rights under the vehicle purchase contract.

Reporting and handling of repairs for damage covered by the warranty

Repairs within Germany

The guarantor is primarily responsible for assessing and handling claims covered by the warranty.

The repair may also be carried out by another service centre authorised by the manufacturer. In this case, the warranty holder must ensure that this service centre reports the damage to the warranty provider or its authorised BMW Premium Selection service centre by telephone, fax or email before commencing repairs and obtains prior approval for the repair. The costs of any repair carried out without prior approval from the warranty provider or its authorised BMW Premium Selection service centre shall be borne by the warranty holder.

Repairs outside Germany

If, in the case of repairs abroad (outside Germany), it is not possible for the workshop carrying out the repair to settle the bill directly with the warranty provider or its authorised BMW Premium Selection service centre, you must pay the repair costs in advance and are entitled to claim the costs of the repair under this warranty directly from the

authorised BMW Premium Selection service centre (see also "Claims reporting and settlement in other European countries"). The repair invoice you have paid must be submitted to the authorised BMW Premium Selection service centre within one month of the invoice date. The invoice must clearly show the labour costs as well as the standard labour rates and their associated costs. A representative of the guarantor or the authorised BMW Premium Selection service centre must be permitted to inspect the vehicle, and the necessary information must be provided to determine the damage.

Obligations of the warranty holder

The warranty holder must follow the manufacturer's instructions in the owner's manual regarding the operation of the vehicle. Compliance with the warranty holder's obligations set out in this and the preceding sections is a prerequisite for the warranty claim and for the assumption or reimbursement of costs. This does not apply if the respective breach of duty was not the cause of the damage.

Transfer of the warranty to the purchaser of the vehicle

In the event of the sale of the vehicle before or during the warranty period, the warranty shall only be transferred to the purchaser if all of the following conditions are met:

- The seller or the purchaser has notified the guarantor or the guarantor's authorised BMW Premium Selection service centre of the sale at the same time as submitting the re-registration certificate. In the event of a change of ownership, please send an email to the BMW Premium Selection service centre, stating the contract number and attaching the purchase contract and vehicle registration document.
- The purchaser registers the vehicle within the member states of the European Economic Area as well as in Andorra, Monaco, San Marino, Switzerland, the United Kingdom (UK) or Cyprus.
- The vehicle is being sold to an end user (i.e. not a dealer or reseller).
- The vehicle will not be used for commercial passenger transport after the sale.
- The vehicle will not be commercially hired out to a changing group of people after the sale.
- The vehicle will not be used as a taxi, hire car, self-drive hire car or driving school car after the sale.

Loss of the warranty agreement

Claims under this warranty can only be made upon presentation of the written warranty terms and conditions (vehicle-specific warranty agreement and terms and conditions). Replacement of the warranty documents in the event of loss or destruction is only possible through the warranty provider or its authorised BMW Premium Selection service centre.

Limitation period

All claims arising from a warranty claim become time-barred 12 months after the expiry of the warranty.



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READING SAMPLE