

# Warranty Terms

## for smart Vehicle in Hong Kong

### **1. General**

- 1.1 The following general conditions apply to the warranty (“**Manufacturer’s Warranty**”) for smart vehicles (“**smart Vehicle**”) manufactured by smart (the “**Manufacturer**”) and sold by Fu Chong Motors (Hong Kong) Limited (“**Fu Chong**”) in Hong Kong.
- 1.2 During the Manufacturer’s Warranty period, the smart Vehicle must be serviced by a reputable service centre once every 12 months or every 10,000km, whichever comes first. If damage is caused by failure to have the smart Vehicle serviced at the recommended service interval, warranty claims for associated repairs may be rejected. Customers are recommended to conduct smart Vehicle servicing at Fu Chong service centres.
- 1.3 The Manufacturer’s Warranty is limited to either the repair or replacement of defective parts, or any other action at the Manufacturer’s sole discretion.
- 1.4 All parts which are replaced as a result of a service or repair performed pursuant to the Manufacturer’s Warranty shall become the property of Manufacturer.
- 1.5 All repairs and related work arising under the Manufacturer’s Warranty must be carried out at one of Fu Chong’s service centres, in accordance with the Manufacturer’s recommendations as notified to Fu Chong from time to time.
- 1.6 All parts installed or repaired under the Manufacturer’s Warranty are covered by the Manufacturer’s Warranty for the remaining period of the initial Manufacturer’s Warranty term.
- 1.7 Other than with respect to the GBA Coverage (as defined below), the warranty claim application pursuant to the Manufacturer’s Warranty is only valid if submitted by Fu Chong to the Manufacturer in Hong Kong.
- 1.8 All claims under the Manufacturer’s Warranty shall be subject to examination by the Manufacturer and/or Fu Chong. In the event of an unsuccessful claim, the cost of examination shall be borne by the customer.

### **2. Commencement of Manufacturer’s Warranty**

- 2.1 Manufacturer’s Warranty commences on the date the smart Vehicle is first registered with the Hong Kong Transport Department.

### **3. Coverage of warranty**

#### **3.1 Vehicle Warranty**

The Manufacturer's Warranty with respect to the smart Vehicle and all mechanical and electrical parts thereof (excluding the high-voltage battery) is provided for a period lasting until the earlier of (a) 36 months from the date of first registration, or (b) up to a driven mileage distance of 60,000km. The Manufacturer's Warranty shall be limited to either the repair or the replacement, free of charge of material and labour costs, of any defective parts (save and except for items excluded under Clause 4 below).

#### **3.2 High-voltage Battery Warranty**

The Manufacturer's Warranty with respect to the high-voltage battery is provided for a period lasting until the earlier of (a) 8 years from the date of first registration, or (b) up to a driven mileage distance of 160,000km.

3.3 The Manufacturer genuine parts and accessories are specially designed for servicing the smart Vehicle to meet the Manufacturer's safety and reliability standards. Therefore, we recommend that customers only use Manufacturer genuine parts and accessories for the smart Vehicle.

### **4. Manufacturer's Warranty exclusions and limitations**

4.1 Various types of external damage, normal wear and tear and natural aging or fading (in each case as reasonably determined by Fu Chong and/or the Manufacturer) are excluded from the Manufacturer's Warranty coverage, including but not limited to damage, defect or deterioration caused by or resulting from:

- Normal reduction in battery capacity;
- Negligence, misuse, overloading, or improper handling, care or storage of the smart Vehicle;
- Improper repair or poor workmanship by unauthorized service providers;
- Failure to properly perform services and maintenance for the smart Vehicle in accordance with the maintenance schedules and instructions provided by the Manufacturer or indicated by the smart Vehicle's instrument cluster;
- Use of non-original Manufacturer parts or materials for repairs or repair procedures that have not been approved by the Manufacturer;
- Any conversion or modification of the smart Vehicle not approved by the Manufacturer;
- Use of the smart Vehicle for commercial purposes;

- Use of the smart Vehicle during trial/test runs, motor sport events or for purposes other than those described in the owner's manual;
  - External impact of a mechanical or chemical nature or other incidents involving intentional acts of third parties, riots, accidents, malicious acts, theft or unauthorized use; and
  - Factors beyond the control of the Manufacturer, such as environmental hazards (including industrial waste, storm damage, acid rain, bird droppings).
- 4.2 The Manufacturer's Warranty does not cover the cost of any repairs, adjustments, rectifications, parts replacement, or other services in respect of (i) a smart Vehicle's general appearance (e.g. corrosion or paint defects caused by or resulting from accidents, abuse, neglect, or improper maintenance); (ii) a smart Vehicle's normal noise and vibration (including, but not limited to, brake squeal, general knocks, creaks, rattles, and wind and road vibration); (iii) vehicle maintenance services; or (iv) the installation or use of any non-Manufacturer parts or accessories.
- 4.3 Vehicle modifications approved by the Manufacturer in writing are considered part of the original specification. All other modifications are not considered approved by the Manufacturer and will render the Manufacturer's Warranty void in respect of the affected area, unless the customer can prove that the modifications have not caused the defect.
- 4.4 Fu Chong and/or the Manufacturer shall have the right to void the Manufacturer's Warranty upon the occurrence of the following events:
- If the Manufacturer has information that the Vehicle has been stolen;
  - If components have been impaired by unauthorised modifications, tuning or conversions;
  - If the smart Vehicle is not used for its intended normal purpose;
  - If the smart Vehicle is not serviced by a reputable service centre once every 12 months or every 10,000km, whichever comes first;
  - If the smart Vehicle identification number (VIN) has been altered or removed, if the odometer mileage reading has been unlawfully altered, or if the mileage cannot be readily ascertained;
  - If the directives given by Fu Chong and/or the Manufacturer (including but not limited to Owner's Manual, the maintenance booklets, guidelines, etc.) concerning the proper handling and maintenance of the Vehicle is not observed; or
  - smart Vehicles that have been involved in serious accidents, have been damaged by fire or have been under water and are classified as scrapped by the insurance company.
- 4.5 Fu Chong and/or the Manufacturer hereby disclaims any and all indirect, incidental damages arising out of or relating to the smart Vehicle, including

but not limited to: transportation to and from a Manufacturer Service Centre, loss of vehicle value, loss of income, loss of use, loss of personal or commercial property, parking charges, towing charges, vehicle rental, gasoline expenses.

## **5. Greater Bay Area Coverage**

- 5.1 The Manufacturer's Warranty coverage for Hong Kong smart Vehicle is extended to cover Guangdong Province of the People's Republic of China, to provide consistent and reliable support across the Greater Bay Area, enhancing consumer confidence and facilitating seamless cross-regional service ("**GBA Coverage**"). The GBA Coverage is available at designated service centres set out in the table below.
- 5.2 The terms and conditions of the Manufacturer's Warranty as set out herein (including but not limited to: Exclusions and Limitations (Clause 4), Disputes (Clause 6) and Limit of Liability (Clause 7)) shall apply to the GBA Coverage.
- 5.3 Vehicle software updates, field/recall measures and cross-border towing are not applicable under the GBA Coverage.
- 5.4 The terms and conditions of the GBA Coverage are subject to change at the sole and absolute discretion of Fu Chong and/or the Manufacturer, without any prior notice.

### Designated service centres and contact information

Service centre name	Address	Centre contact number
smart 汽車佛山大良汽車城服務站 (smart Qiche Foshan Daliang Qichecheng Fuwuzhan)	廣東省佛山市順德區興業路新協力汽車城內 (Guangdongsheng Foshanshi Shundequ Xingyelu Xinxieli Qichecheng Nei)	0757-22909310
smart 汽車東莞松山湖服務站 (smart Qiche Dongwan Songshanhu Fuzhan)	廣東省東莞市東坑鎮東坑大道南44號2號樓101室 (Guangdongsheng Dongwanshi Dongkengzhen Dongkengdadao Nan 44hao 2haolou 101shi)	0769-83692661
smart 汽車廣州天河服務站 (smart Qiche Guangzhou Tianhe Fuwuzhan)	廣州市天河區廣園快速路黃村立交東側大靈山路自編2號 (smart 汽車) (Guangdongshi Tianhequ Guangyuan Kuaisulu Huangcunlijiaodong Ce Dalingshanlu Zibian 2hao (smart Qiche))	020-31232031
smart 汽車廣州海珠服務站 (smart Qiche Guangzhou HaiZhu Fuwuzhan)	廣州市海珠區新滘西路68號廣通汽車城B2 (臨時門牌號碼68-5) (Guangzhoushi Haizhuqu Xinjiaoxilu 68hao Guangtongqichecheng B2 (Linshi menpai haoma 68-5))	020-32642694
smart 汽車深圳光明汽車城服務站 (smart Qiche Shenzhen Guangming Qichecheng Fuwuzhan)	深圳市光明區馬田街道石圍社區油麻崗工業區振鐸工業園區C棟旁102 (Shenzhen Shi Guangming Qu Matianjiedao Shiweishequ Youmagang Gongyequ Zhenhua gongyeyuanqu C Dong pang 102)	13823364813
smart 汽車汕頭服務站 (smart Qiche Shantou Fuwuzhan)	汕頭市龍湖區黃河路39號之一 (Shantoushi Longhuqu Huanghelu 39haozhiyi)	0754-86862925

*\*The list of designated service centres is subject to change at any time without prior notice.*

## **6. Disputes**

- 6.1 Fu Chong reserves the right to alter and amend the terms and conditions of the Manufacturer's Warranty without prior notice.
- 6.2 In case of any inconsistencies between the English and Chinese versions of the terms and conditions, the English version shall prevail.
- 6.3 The terms and conditions is subject to guidelines, interpretations, revisions and updates as may be issued by Fu Chong Motors (Hong Kong) Limited from time to time and published on [www.hk.smart.com/en/warranty/](http://www.hk.smart.com/en/warranty/). Such guidelines, interpretations, revisions and updates shall prevail if they are inconsistent with the terms and conditions herein.

## **7. Limit of Liability**

- 7.1 Whilst Fu Chong and/or the Manufacturer will make every effort to ensure that all work performed on the smart Vehicle is carried out to the highest possible standard, Fu Chong and/or the Manufacturer shall in no circumstances be liable to the Customer or to any other person in respect of any claim howsoever arising from any act or omission by Fu Chong and/or the Manufacturer or its employees or otherwise (save in respect of death or

personal injury resulting from the negligence or default of Fu Chong and/or the Manufacturer).

- 7.2 Fu Chong and/or the Manufacturer will not be responsible for any loss or damage arising as a result of transportation shortages, strikes, inadequate supply of materials or energy; compliance with any law, rule, order, regulation, requirement or instructions of any governmental authority; change of directions and recommendations of the Manufacturer notified to Fu Chong from time to time; natural disasters including fire, flood, landslip or windstorm; acts of unrest, acts of terrorism, or acts of any sovereign power including war; or by any other incidents or circumstances beyond the control of Fu Chong and/or the Manufacturer whether of a similar nature to the foregoing or not.
- 7.3 Fu Chong and/or the Manufacturer will not be liable for any loss or damage caused by any want of repair or maintenance that has not been notified to Fu Chong and/or the Manufacturer by the Customer.
- 7.4 Fu Chong and/or the Manufacturer will not be responsible for loss of or damage to the smart Vehicle or any article or property (whether belonging to the Customer or otherwise) left in or attached to the smart Vehicle, howsoever caused.
- 7.5 The liability of Fu Chong and/or the Manufacturer under the Manufacturer's Warranty to perform repairs and work on the smart Vehicle shall not exceed the original purchase price of the smart Vehicle at its purchase date, be it for a single claim, or the aggregate value of all claims, arising out of one or a number of occurrences, that may be attributable to one or a number of causes.