



smart #1

Warranty & Roadside Assistance Booklet

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smart Roadside Assistance (RSA)

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Welcome to smart

Thank you for choosing smart. With the purchase of a smart, you gain our commitment to support you whenever you need it. We look forward to supporting you with our service network, goods, and services for the life of your car.

This supplement contains information about smart warranty and road side assistance, as well as warranty regulations for your smart.

In case of uncertainties or further questions, please do not hesitate to contact smart Customer Engagement Centre (CEC) or your local smart Authorized Service Partner.

Overview

Your smart warranty protects you against possible damages and defects in the vehicle caused by any manufacturing defects that may have occurred during the manufacture of your vehicle. The standard is the usual state of the art of comparable vehicle models at the time of the start of the warranty. smart Europe GmbH not only follows legal obligations but offers additional warranty periods for the vehicle, high voltage battery, and high voltage core components.

How do I get a warranty issue resolved?

To get your warranty issues resolved, simply follow the steps below:

- Contact the nearest smart Authorized Service Partner using a smart App or customer service number as soon as possible to avoid potential further damage to your vehicle.
- All warranty work must be performed by a smart Authorized Service Partner who uses only smart genuine parts.
- To shorten your waiting time, kindly make sure to have your smart ID and vehicle documents ready.

In case of uncertainties, you can use the smart App and book an appointment with the nearest smart Authorized Service Partner available, or you can simply give them a call. They are happy to answer your questions, resolve your issues and take care of your vehicle throughout its life span.

What does my warranty cover?

Vehicle warranty

During the vehicle warranty period, repairs or replacements to the vehicle, which are covered by the smart warranty will be repaired or replaced free of charge by the authorized service network independently of ownership change during the warranty period. The vehicle warranty covers your

entire vehicle excluding defined components that have specific coverage and a specific warranty period as defined in later sections.

The period of the vehicle's warranty coverage is 3 years (2 years OEM warranty and additional 1 year is part of integrated service package (ISP)) with unlimited mileage.

Warranty of high voltage battery and core components

For the most important component of your vehicle – the high voltage battery – smart offers you an extensive warranty. If the state of health (SOH) of the battery is less than 70% within the warranty period, you are eligible for repair or replacement as per the OEM standards, corresponding to the degree of use, age, mileage, and state of care of the vehicle at the time of the Warranty Claim. The state of health must be checked by a battery energy content measurement performed by a smart Authorized Service Partner.

Furthermore, the warranty period for the high voltage battery is 8 years with a mileage limitation of 125,000 miles and for the high voltage core components is 8 years with a mileage limitation of 100,000 miles. The high voltage core components include an electric-drive motor, controller, and vehicle control unit. For more details kindly refer to your High Voltage Battery Certificate or your local smart Authorized Service Partner.

Parts & accessories warranty

In addition to the vehicle warranty, a separate Parts and Accessories Warranty is provided for genuine smart parts and accessories purchased from smart Authorized Service Partner. The warranty period is 2 years and has no limitation on mileage.

Genuine smart parts and accessories are specifically designed to maintain vehicles to meet smart safety and reliability standards. Therefore, only genuine smart parts and accessories for vehicle utilization are recommended.

Any parts purchased by you during the vehicle warranty or high voltage core components warranty are covered by either the

remaining time of the original warranty period of the vehicle or the parts warranty period, depending on which is expiring last.

Corrosion protection warranty

Corrosion protection warranty covers the vehicle body if it is perforated by corrosion due to faulty manufacturing or materials. The panel of bodywork affected by the perforation will be repaired or replaced by a smart Authorized Service Partner, completely free of charge, regardless of any change in vehicle ownership.

The term 'perforation' refers to a hole that penetrates through the bodywork caused by corrosion from the inside or underside because of faulty manufacture or materials. The term 'bodywork' refers to metal panels of the body shell, doors, fenders, roof, bonnet, trunk lid, or tailgate, and does not include wheels and attachments such as bright trim, bumpers, mouldings, and hinges.

The origin of the rust-through damage must be located on the inside of the affected body panel.

The corrosion protection warranty period is 12 years and has no limitation on mileage.

What does my warranty not cover?

The warranty excludes liability for various kinds of external damage, normal wear and tear, and natural aging.

The following is not covered:

- Normal wear and tear containing consumable items and friction, natural aging or fading, and battery capacity normal reduction.
- Damage and defects resulting from neglect, improper use, overloading or improper repair by an unauthorized service provider, care, and storage.
- Damage or defects caused by failure to properly maintain or service the vehicle in accordance with the maintenance schedules and service instructions specified in the owner's manual or

instrument cluster in the vehicle, or failure to follow instructions provided by a smart Authorized Service Partner.

- Use of non-genuine smart parts or materials during repairs (or of spare parts of equivalent quality during retail repair) or repair methods that have not been approved by smart as the vehicle manufacturer.
- Damage and defects caused by refusal to perform rectifications immediately.
- Damage or defects due to any conversion or modification of the vehicle which is not authorized by the vehicle manufacturer. The burden of proof of an authorized conversion or modification lies with the customer.
- Damage and defects caused by using the vehicle in trial/test, motorsport events or for any other purpose than outlined in the driver's handbook.
- Damage or defects to vehicles that have had its vehicle identification number altered or removed, or on which the odometer reading has been unlawfully changed.
- Damage or defects due to impacts of a mechanical or chemical nature from outside, or other incidents containing willful actions by third parties, civil unrest, accidents, malicious action, theft, or unauthorized use.
- Factors beyond the vehicle manufacturer's control such as, environmental hazards (including industrial fall-out, storm damage, acid rain, bird droppings) and damage (including stone chips, scratches, and use of unsuitable cleaning agents).

Can my warranty be invalidated?

Yes, it can. Vehicle conversions approved by smart are considered to be part of the original specification, however, any other conversions must be considered unauthorized by smart and will therefore invalidate the vehicle warranty on the affected area, as far as the customer cannot prove that this is not the cause of the defect/

damage. The burden of proof of an authorized conversion or modification lies with the customer.

Warranty coverage in the following circumstances will be restricted by smart:

- Where information has been provided that the vehicle has been stolen.
- Components affected by unapproved modifications, tuning or conversions.
- Vehicles that have been involved in serious accidents, fire damaged or submerged, and have been defined as scrapped by the insurance company.

When does my warranty start?

The warranty period starts on the date of first registration, or the date of delivery if earlier. If you are unsure which of the above applies in your case or need further clarification, you may contact smart Customer Engagement Centre (CEC) or your local smart retailer.

The warranty for parts or accessories begins on the date of purchase (date of invoice). Any parts installed during warranty repairs are covered for the remainder of the original warranty period.

All warranty coverage limitations apply based on vehicle age or mileage whichever comes first.

General terms of your warranty

The terms of your smart warranty do not affect your statutory warranty rights against the seller of the vehicle or possible claims under the Product Liability Act.

Regarding your smart warranty, the following general terms apply:

- Claims under the smart warranty can only be made at smart Authorized Service Partners; all warranty work must be carried out by a smart Authorized Service Partner who only uses smart genuine parts.
- All parts replaced by warranty repairs become the property of smart.

- smart Europe GmbH reserves the right to request the service partners to reserve, remove or return the replaced warranty parts.
- An unexpired warranty may be transferred to the new owner of your vehicle.
- The smart warranty is only applicable within the geographical area of validity and only in the network of smart Authorized Service Partners. The warranty claim can only be fulfilled at smart Authorized Service Partners in the geographical area of validity. The following countries are part of the scope of your smart warranty: Germany, Spain, Italy, France, Portugal, Netherlands, Switzerland, Belgium, Austria, Sweden and the United Kingdom.
- A prerequisite for a benefit under this smart warranty is that all service intervals have been carried out in accordance with smart's specifications.
- In the event of a warranty claim, smart may have the defect remedied by repair, replacement of defective parts (by a smart Authorized Service Partner) or other measures, the selection of which is at the discretion of smart.
- All parts installed or repaired under the smart warranty are covered by the warranty for the remaining period of the original warranty period.
- In the event that smart delivers a new vehicle as a result of a warranty claim, smart may demand the return of the defective vehicle and the payment of an appropriate compensation for use in accordance with the statutory provisions.

Overview

The smart Roadside Assistance (RSA) is in your geographical area of validity to assist you around the clock, 365 days a year.

The telephone number of the smart Customer Engagement Centre (CEC) is integrated into your vehicle for Breakdown/Roadside Assistance (RSA) cases. You can reach us with just a press of the 'Help' section on the Digital Head Unit (DHU) of the car. Alternatively, for the country in which your vehicle is registered, you can reach us using smart Customer Engagement Centre (CEC) hotline numbers as mentioned in (→ Page 10).

For more information on the availability and accessibility of smart Customer Engagement Center (CEC), you can also consult a smart Authorized Service Partner.

What does smart Roadside Assistance (RSA) cover?

Technical breakdown

The vehicle is outside the workshop premises of a service partner and has been rendered as out of order due to a technical defect causing the vehicle undrivable (immobility).

Accident/vandalism/parts theft

Accidents and vandalism are sudden, time and location-based damage events that directly affect the vehicle externally with mechanical force, the vehicle is damaged unintentionally, and it is rendered no longer fit to drive for technical and/or legal reasons.

Parts theft refers to a situation where, the vehicle is outside the workshop premises and has been rendered out of order because of stolen parts, e.g., wheels, etc. causing the vehicle undrivable.

Minor mishaps

If you inadvertently have a minor mishap that prevents you from driving your vehicle, smart Roadside Assistance (RSA) will not leave you stranded.

Minor mishaps include:

losing a key.

Flat traction battery.

Immobilization due to incorrectly fitted snow chains as well as being stuck in snow/mud/ frozen road while driving on the road.

Before you use smart Roadside Assistance (RSA)

smart Roadside Assistance (RSA) is valid for your vehicle provided that:

- It was sold and delivered on or after 1. January 2023 by smart Europe GmbH or the smart sales organization in the geographical area of validity (→ Page 8).
- At the time of the warranty claim smart Roadside Assistance (RSA) is registered and operated in the geographical area of validity (→ Page 8).
- None of the exceptions listed are applicable (→ Page 8).
- The conditions applicable to the period of validity and renewing smart Roadside Assistance (RSA) are fulfilled (→ Page 7).

To make a claim for smart Roadside Assistance (RSA) services, please contact the hotline numbers of smart Europe Customer Engagement Centre (CEC) (→ Page 10).

Please be advised that costs will only be assumed:

- Which have been agreed upon in type and scope between the smart Authorized Service Partner and yourself and.
- Within the scope of the services provided by smart Roadside Assistance (RSA).

If in an extraordinary event, you must make an initial outlay to cover charges after contacting a smart Authorized Service Partner or the smart Customer Engagement Centre (CEC), the costs will be repaid upon presentation of the original receipts. Please contact a smart Customer Engagement Centre (CEC), who will gladly assist you with processing the claim.

Roadside Assistance (RSA) and mobility services

If following an Accident, Vandalism, Attempted Theft or Theft of vehicle parts, or a Self-inflicted incidence (such as low battery, loss of keys, etc) and the Vehicle is immobilized, you can request smart Roadside Assistance (RSA). You can press **“Help”** on the DHU to connect to smart Customer Engagement Centre (CEC) and then smart Customer Engagement Centre (CEC) will validate the Roadside Assistance (RSA) case and provide assistance i.e., smart Europe’s partnered Roadside Assistance (RSA)–Service Provider will drive to the location of the breakdown, provide on-site assistance, and if required, the vehicle will be towed to the smart Authorized Service Partner. If the broken-down vehicle is towing a trailer/caravan, the vehicle combination is returned free of charge for customers. If it is not possible to repair the vehicle immediately, you can be provided with a replacement vehicle or alternative mobility services within the smart Roadside Assistance (RSA) program limits.

Note: It is always recommended to have a physical key fob available for smart Roadside Assistance (RSA).

An overview of those mobility services can be found below:

Driving to and from the breakdown location: Technician’s travel costs to and from the breakdown location.

On-site assistance: Minor repairs at the breakdown location.

Towing: Towing to the nearest smart Authorized Service Partner. Alternatively, to the smart Authorized Service Partner of the customer’s choice within 30 miles.

Taxi / chauffeur aid / public transport*: Local transportation services can be arranged to continue your journey.

Replacement vehicle: For the duration of the repair, for max of 3 working days. This is subject to standard market conditions (e.g. deductible amounts for rental cars). The type and model of the replacement vehicle shall depend on availability. Other

additional costs, such as fuel, etc. will not be covered.

Flight/train*: Alternative to the replacement vehicle: if you are continuing your journey by air or train, we will cover costs per incident for round-trip travel for you and the passengers in your vehicle within applicable price limits.

Hotel*: Overnight stay in a hotel room (with breakfast) for you and the passengers in your vehicle, for the duration of the repair work, up to a maximum of three working days and within applicable price limits.

Vehicle repatriation: The return is carried out using consolidated transport. The time needed may vary depending on distance and location. If your smart has not been rendered driveable again within three working days, upon request, we will organise the return of your smart to a smart Authorized Service Partner of your choice. We will cover the resulting costs.

Organizational assistance: If necessary, the smart Europe Customer Engagement Centre (CEC) through our service provider will support us with organizational help, e.g. through the procurement of a translator. Service at your cost.

*Note : These mobility services are subject to price limitations set by smart Europe GmbH.

For more information on mobility services, possibilities of combination and price limitations, please get in touch with smart Customer Engagement Centre (CEC). You can contact smart Customer Engagement Centre (CEC) via phone (→ [Page 10](#)) or via the contact page of your geographical country on the website

<https://global.smart.com/>

We will gladly support you.

Period of validity and renewal

smart Roadside Assistance (RSA) is valid from the initial registration date to the first due service, up to 8 years / 100,000 miles if serviced at a smart Authorized Service Partner.

In general, you will be entitled to all the services described in the services section (→ Page 7).

The condition for renewing the mobility assurance, in accordance with smart Europe GmbH specifications, is regular servicing by smart Authorized Service Partner in the geographic area of validity.

The service must take place and be completed in due time (including additional maintenance work).

All service and maintenance work, as well as the renewal of the mobility assurance, should always be confirmed by the smart Authorized Service Partner.

Under the conditions listed above, you can renew the smart Roadside Assistance (RSA) period of validity from one service to the next due service for a period of up to 8 years. You can acquire current information concerning the servicing of your vehicle at any time from a qualified specialist workshop, e.g. a smart Authorized Service Partner.

Even if you choose to purchase your smart as a used vehicle, you may still make use of smart Roadside Assistance (RSA). Under the criteria indicated above, you can renew and re-enter smart Roadside Assistance (RSA) by having a service conducted by a smart Authorized Service Partner.

Exceptions from coverage

smart Roadside Assistance (RSA) and mobility benefits will not apply if any of the following conditions exist:

- Damage caused by the car owner's, drivers, or a third party's deliberate or negligent action.
- Damage caused by a breach of applicable laws. This is especially true in situations where:
 - The car is being driven by an unauthorized individual.
 - There are more individuals in the car than are authorized.
 - The vehicle's load growth exceeds the allowable limit.

- The vehicle's allowable gross vehicle weight or acceptable axle load is exceeded.
- Damage caused by changes to the vehicle or the installation of car parts &/or accessories that are non-approved by smart Europe GmbH.
- Damage caused by repairs conducted in a manner that is not in accordance with the manufacturer's specifications.
- Damage that may be traced back to repair recommendations made by a smart Authorized Service Partner but were not implemented.
- Damage resulting from participation in motorsport competitions, military exercises, disaster relief work, or similar activities and events.
- Damage resulting from acts of war, internal unrest, earthquakes, or force majeure of any other nature.
- Damage resulting from faults the existence of which the purchaser was aware.

Furthermore, smart Roadside Assistance (RSA) does not apply to unregistered vehicles or vehicles with transferred or workshop license plates.

General notes

In addition to smart Roadside Assistance (RSA), you have statutory rights in the case of a fault. These are spelled forth in the purchase agreement as well as the general terms and conditions. smart Roadside Assistance (RSA) has no effect on these rights. The terms and conditions of smart Roadside Assistance (RSA) do not enable the vehicle owner or operator to withdraw from the purchase agreement, get a reduction in the purchase price, or claim damages in lieu of the purchase agreement's responsibilities.

smart Roadside Assistance (RSA) is a smart Europe GmbH (maker) product that is available to you through the national sales organization (→ Page 9). Pay attention to the sections in Geographical Area of Validity (→ Page 9), Exceptions from Coverage

(→ Page 8), and Data Storage and Data Processing (→ Page 10).

Geographical area of validity

The following nations are covered by smart Roadside Assistance (RSA).

Legal Entities: Germany, Spain, Italy, France, Portugal, Netherland, Switzerland, Belgium, Austria, UK, Sweden.

General Distributors: Iceland, Norway.

National sales organization

Country	National Sales Organization
Germany	Esslinger Str. 7, 70771 Leinfelden-Echterdingen, Deutschland
France	7 Av. Nicéphore Niépce, 78180 Montigny-le-Bretonneux, France
Italy	Via di Quarto Peperino, 22, 00188 Roma, Italia
Spain	Avenida de Bruselas 30, 28108 Alcobendas Madrid, España
Portugal	Rua Gottlieb Wilhelm Daimler, 2710-037 Sintra, Portugal
Netherland	Ravenswade 4, 3439 LD Nieuwegein, Nederland
Switzerland	Bahnhofstrasse 7, 8305 Dietlikon, Schweiz
Austria	Am Heumarkt 9/1/11, A-1030 Wien, Österreich

Country	National Sales Organization
Belgium	Av. du Péage 68, 1200 Woluwe-Saint-Lambert, Belgique
UK	The Pinnacle, Midsummer Boulevard Milton Keynes MK9 1BP United Kingdom

Data storage and data processing

Your customer-specific and vehicle-specific data is collected in order to forward your data to our service providers in the event of Roadside Assistance (RSA) or warranty cases. You have the right to obtain information about your personal data, to have it transmitted, changed, restricted or deleted. You also have the right to file a complaint with smart Europe GmbH or a competent supervisory authority. Further information about the processing of your

data can be found in our privacy policy on our website, www.future.smart.com. You can reach the officer responsible for data protection at the following address:

smart Europe GmbH.
Esslinger Str. 7, 70771 Leinfelden-
Echterdingen.
EU.dataprotection@smart.com.

Country specific Customer Engagement Centre (CEC) numbers

Country	smart Europe CEC contact numbers
Germany	+4971155077020
France	+33 1 84883613
Italy	+39 06 94503682
Spain	+34 91 9491521
Portugal	+351210201582
Netherland	+31 30 8081521
Switzerland	+41 43 5081946
Austria	+43 1 2536442
Belgium	+32 2 5889656
UK	+44 1908 086062



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