



# smart #1

smart High Voltage Battery Certificate

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## Overview

This supplement contains information about the smart high voltage battery and core-components warranty (High Voltage Battery Certificate). Please keep this supplement in the vehicle and contact smart Customer Engagement Center or your nearest smart Authorized Service Partner for any further information.

## Duration of the Battery Certificate

This Battery Certificate is valid for a duration of eight years from the initial registration or date of delivery of the vehicle (the earliest date shall apply), or up to a maximum interval of 125,000 miles (whichever takes place first) for the high voltage battery and 100,000 miles for high voltage core components (Warranty Period). This Battery Certificate entitles the purchaser to a free of charge repair or replacement service of the high voltage battery and core components under the conditions laid down in this Battery Certificate., Furthermore, same shall apply when the state of health (SOH) of the high voltage battery – under normal wear and tear condition – is less than 70% (Warranty Claim).

## Qualification for a free of charge repair or replacement

The purchaser qualifies for repair or replacement of the high voltage battery free of charge, if the following premises are met:

- The replacement depends on restoring the vehicle to a condition that corresponds to the degree of use, age, mileage, and state of care of the vehicle at the time of the Warranty Claim. Any further entitlement is not provided with the Battery Certificate.
- The extent of repair expenses covered when making the Warranty Claim depends on the current market value of the vehicle at the time the Warranty Claim takes place.

The admissibility of the Warranty Claim depends on the fact that all maintenance work has been carried out in accordance with smart Europe GmbH conditions and that no measures like subsequent chip tuning or similar have been carried out on the vehicle. Any defects on high voltage components which is traced back to unauthorised modification will be deemed as not part of the high voltage battery and therefore not be considered for this Battery Certificate.

## Requirements for the assessment of Warranty Claims

For the assessment of Warranty Claims the latest service report is needed. The digital service report is affirmation that the service and maintenance work was carried out. The purchaser is provided with a printout or digital copy of the service document.

## Invalidation of the Battery Certificate

A violation of the above requirements only excludes a Warranty Claim if the violation is the cause of the claimed damage to the high voltage battery and core components. Joint causality is sufficient. The causality/joint causality shall be presumed. The purchaser is free to provide evidence if the cause cannot be determined.

The Battery Certificate does not apply if the high voltage battery no longer works for one of the following reasons:

- The purchaser was aware of a disruption or damage and did not immediately report it as such or took care of the repair of the disruption/damage.
- The purchased item was handled inappropriately, damaged, or overused (e.g., through use for motorsport competitions, vehicle performance tuning, overcharging, misuse of the high voltage battery).
- Spare parts not approved by the manufacturer (non-genuine) have been installed or the vehicle has been modified

in a manner not approved by the manufacturer.

- The purchaser has not followed the instructions for handling, maintenance, and care of the vehicle. This includes the usage of inappropriate lubricants and service products, and disregard for charging and storage regulations (see the owner's manual).
- The vehicle was repaired improperly and/or in a workshop not authorized by the manufacturer.
- Any damage caused due to natural calamities (e.g. flood, acid rain etc. ) is not covered under the Battery Certificate.

### Obligations of the purchaser

The purchaser bears all expenses associated with the operation of the high voltage battery, in particular electricity costs, maintenance costs and insurance premiums. Repair expenses only need to be covered by the purchaser if they are not covered by smart Europe GmbH in accordance with the Battery Certificate.

The purchaser is responsible for ensuring that the high voltage battery is used exclusively as an energy storage for the electric drive vehicle and that it is treated in accordance with the manufacturer's operating instructions. In particular, the purchaser is obliged to the following:

- The vehicle with a high voltage battery should always be stored in accordance with the battery care instructions in the vehicle owner's manual, provided that the high voltage battery is not connected to a power source.
- The high voltage battery must be properly charged, i.e., only the charging cable approved/recommended for the vehicle may be used.
- The high voltage battery must, at the latest, be charged within 14 days after the charge level of the high voltage battery has reached 15 % or less (according to the charge level display in the vehicle).

- If the vehicle with a high voltage battery is stored for a long time, it should be charged once a month.
- At least 65% SOC (state of charge) is suggested for an immobile state of the vehicle with a high voltage battery.

The high voltage battery is only to be used in accordance with the user manual instruction, treated with sufficient care and protected against damage. The purchaser may not make any changes (e.g., tuning) or improper repairs to the high voltage vehicle electrical system and its components (electric motor, power electronics, charging unit, heating, air conditioning, wiring or the high voltage battery). The purchaser ensures that the high voltage battery is only operated in a roadworthy and reliable condition.

The purchaser is obliged to let maintenance work be carried out on the high voltage battery vehicle, including service and additional maintenance work, in accordance with the specifications of smart Europe GmbH within the specified period, so that the necessary maintenance and wear and tear can be repaired correctly. The corresponding due dates for the respective service are displayed on the vehicle's instrument cluster and on your smart app.

### General terms of the Battery Certificate

Warranty Claims from this Battery Certificate are processed exclusively by authorized smart service partners. In the event of repairs, smart Europe GmbH can choose to replace or repair the defective part. A defective high voltage battery can also be replaced with a refurbished high voltage battery. Replaced parts become the property of smart Europe GmbH.

The purchaser is entitled to assert Warranty Claims from the Battery Certificate for parts installed or repaired as part of the repair until the end of the Warranty Period.

The purchaser's statutory legal rights, in particular free of charge statutory warranty claims and claims under product

liability law, remain unaffected by this Battery Certificate.





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