



**Limited Warranty of
Porsche Cars Canada, Ltd.
For physical products**

In accordance with these warranty terms, Porsche Cars Canada, Ltd., 165 Yorkland Blvd, Toronto M2J 4R2, (hereinafter "Warrantor") grants to the customer (hereinafter "Holder of the Warranty") a limited warranty (hereinafter "Warranty") with respect to a Covered Product (as defined in Section 1) purchased by the Holder of the Warranty from Porsche Sales & Marketplace Canada Ltd. (hereinafter "Seller") to such an extent that the Covered Product will remain free of any defects in material and workmanship for a period of two years.

1 Covered Products

The Warranty covers the following products (hereinafter "Covered Products"):

Any and all physical products sold by the Seller via its Porsche Shop (<https://shop.porsche.com/ca/en-CA>) (hereinafter "Porsche Shop"). Thus, the Warranty does not cover, in particular, any Porsche Connect Services (e.g. data packages, Functions on Demand, etc.) sold by the Seller via the Porsche Shop.

2 Geographical scope of application

The Warranty is restricted in terms of its geographical scope to Holders of the Warranty located in Canada.

3 Term of the Warranty

The two-year term of the Warranty commences upon delivery of the Covered Product by the Seller to the Holder of the Warranty (hereinafter "Warranty Period").

4 Existence of a Warranty event

4.1 Subject to the provisions of Sections 4.2 through 4.5 below, a Warranty event occurs in each case of a defect in material and/or workmanship of the Covered Product occurring during the Warranty Period.

4.2 Any Warranty service (as specified in Section 5) is excluded if the defect has been caused by one of the following reasons:

- improper use or treatment; or
- improper installation (e.g. hard-wired charging hardware) or improper integration into a vehicle; or
- failure to comply with the service or operating instructions; or
- willful damage or improper use; or
- impacts of any kind arising from accident, disaster such as fire, flood, wind, hail and lightning, neglect, abuse, misuse, improper handling, testing or storage; or
- non-compliance with a voluntary or mandatory recall issued by the manufacturer; or
- changes made to the Covered Product that have not been approved by the manufacturer (e.g. tuning).

4.3 A Warranty service (as specified in Section 5) is also excluded if the defect has been caused by the Covered Product being used in connection with a vehicle:

- that was previously repaired, serviced or maintained improperly, unless this was done by an authorized dealer or service company within the scope of a warranty service; or
- in which components were installed, the use of which the manufacturer had not approved, or which was changed in a way not approved by the manufacturer (e. g. tuning), unless the Holder of the Warranty can prove that the non-approved components are equal to the original components in terms of quality and that neither their use nor the non-approved change to the vehicle caused the damage; or

- that was maintained improperly or used improperly (e.g. in case of excess load); or
- that was damaged by accident or disaster such as fire, flood, wind, hail or lightning.

4.4 Ordinary wear and tear are not covered by the Warranty.

4.5 To the maximum extent permitted by applicable law, all implied warranties, including the implied warranties of merchantability, fitness for particular purpose, title and non-infringement are limited in duration to the term of the Warranty Period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

5 Services in case of a Warranty event

5.1 In case of a Warranty event, subject to Section 5.2, the Warrantor will refund to the Holder of the Warranty (i) the purchase price the Holder of the Warranty paid to the Seller for the purchase of the respective defective Covered Product and (ii) any shipping costs the Holder of the Warranty paid to the Seller in relation to such purchase.

5.2 If and to the extent the Warranty event relates to a defective Covered Product being hardware for charging of (Plug-in hybrid) electric vehicles, the Warrantor will have the defect remedied free of charge (subsequent repair) by involving a third-party agent (e.g. electrician), if necessary.

5.3 Within the scope of the subsequent repair pursuant to Section 5.2, the Warrantor can, at its own discretion, either replace or repair a defective Covered Product. The replaced or repaired components will be covered by the Warranty applicable to the Covered Product for the remaining term of the original Warranty.

5.4 The Warranty gives you specific legal rights, and you may also have other rights which vary from province to province.

5.5 The Warranty does not grant any further claims, rights and/or actions against the Warrantor. For example, claims arising from the rescission of the purchase contract and, subject to the provisions in Section 5.6 below, compensation claims (e.g., damage claims, claims for reimbursement of other expenditures or loss of use, are excluded from the Warranty. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

5.6 Damage claims arising from a willful or grossly negligent conduct on the part of the Warrantor, its legal representatives or its agents, and damage claims arising from injury to life, body or health remain unaffected by the limitations pursuant to Section 5.5.

6 Handling of a Warranty event

6.1 The Holder of the Warranty should notify the Warrantor via e-mail at shop@porsche.ca of any defect within the Warranty Period and must provide the invoice or other proof of purchase in order to have the Warranty claim verified by the Warrantor.

6.2 The Holder of the Warranty is to provide the Warrantor with the Covered Product upon the Warrantor's request for purposes of recording, inspecting and (if applicable) remedying the defect. In this context, the Holder of the Warranty is obliged to pack at its own expense the Covered Product for return shipment in a quality-preserving manner. The (i) Covered Product for which either the purchase price was refunded pursuant to Section 5.1 or which was replaced within the scope of a subsequent repair pursuant to Section 5.2 or (ii) the components of the Covered Product retained by the Warrantor (once disassembled and replaced) within the scope of a subsequent repair pursuant to Section 5.2 will become the Warrantor's property.

6.3 The Warrantor will bear the costs of the return shipment of the Covered Product from the Holder of the Warranty pursuant to Section 6.2 from any location within Canada. This, however, only applies if the Warrantor has approved the return shipment beforehand and has provided the Holder of the Warranty with a return label or has organized the return shipment in any other way. Otherwise, the Holder of the Warranty will bear the costs of the return shipment.

6.4 In the case of Covered Products assembled or installed according to their type and purpose before the defect became apparent, the Warrantor will also bear the costs of any disassembly of the defective Covered Product required to obtain the Warranty service and the reassembly or installation of the replaced or repaired components pursuant to Section 5.2. In all other cases, the Holder of the Warranty will bear the costs of disassembly, reassembly and installation.

7 No transfer of the Warranty

The Warrantor grants the Warranty solely to the Holder of the Warranty, i.e. to the customer who has purchased the respective Covered Product from the Seller. In the event that the Holder of the Warranty sells the Covered Product or otherwise transfers ownership to the Covered Product to a third party, the Warranty shall not transfer to that third party.

8 Limitation period

Where the Warrantor notifies the Holder of the Warranty of defect(s) in the Covered Products, the Holder of the Warranty must raise a claim under the Warranty as to a Covered Product within six months after receipt of the notice of defects by the Warrantor and no later than six months after the expiry of the Warranty Period, whichever is earlier. The notice of defects does not amend, suspend, or extend the Warranty Period.

9 Final provisions

For all disputes arising out of or in connection with the Warranty, the laws of the Province of Ontario in Canada shall apply, excluding its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.