

## LEXUS RELAX – TERMS AND CONDITIONS

1. These terms and conditions (“Terms”) govern the Lexus Relax warranty.
2. Please read the Terms carefully.
3. In these Terms:
  - a. **We’, ‘us’ or ‘our’ means** Lexus (GB) PLC, Great Burgh, Epsom, KT18 5UX
  - b. **‘You’ or ‘your’** means the owner and registered keeper of the vehicle.
  - c. **“Authorised Lexus Repairer”** means any repairer located in the United Kingdom or any country which is a member of the European Union and who has been authorised by the Lexus Group to undertake servicing, repair and maintenance work.
  - d. **United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### Lexus Warranty

Lexus warrants that its vehicles are built to the highest standard and should any part of the vehicle require repair or replacement as a result of a manufacturing defect during the period of warranty, the part will be repaired or replaced as necessary completely free of charge by any Authorised Lexus Repairer regardless of any change of vehicle ownership during the period of cover. The length of your manufacturer’s warranty, together with full terms and conditions, are detailed in your Owner’s Manual.

### Lexus Relax Eligibility Criteria

Lexus Relax is automatically activated on completion of a service carried out in accordance with the manufacturer-recommended service intervals for your vehicle at an Authorised Lexus Repairer. It applies to vehicles:

- a) on which the manufacturer warranty has expired; or
- b) the manufacturer warranty has a remaining coverage time of less than 12 months or 10,000 miles; and
- c) that are less than 10 years old from date of first registration;
- d) that have covered less than 100,000 miles.

<b>Example 1: New UX Hybrid Purchased on 1<sup>st</sup> June 2021</b>	<b>Example 2: 2015 registered (6yrs old) Lexus CT, with 60,000 miles covered</b>	<b>Example 4: 2011 (9yrs &amp; 6 months since first registration) Lexus IS, with 80,000 miles covered</b>
3 year Included Manufacturer Warranty, extendable up to 10 years / 100,000 miles (whichever comes sooner).	Lexus Relax activated on scheduled interim / full service until next scheduled service (service interval for CT is 10,000 miles / 12 months – whichever comes sooner).	Lexus Relax activated on scheduled interim / full service until next scheduled service (service interval for IS is 10,000 miles / 12 months – whichever comes sooner). This vehicle will not be eligible for Lexus Relax from its next service.

### **What does Lexus Relax cover?**

The owner of the vehicle is entitled to have mechanical, electrical and electronic defects attributable to manufacturing or assembly repaired free of charge wherever possible, as long as the eligibility criteria above is met; following consultation with an official Authorised Lexus Repairer.

For those vehicles that meet the above eligibility criteria, Lexus Relax will cover the cost of repair of the following:

<b>Engine:</b>	Engine Cylinder Block; Balance Shaft; Camshaft; Cam Followers; Rocker Arms; Valves and Guides; Crankshaft and –bearings; Crankshaft Pulley; Cylinder Heads; Cylinder Head Gaskets; Conrods; Equipment Drive Shaft; Flexplate / Drive plate; Flywheel; Starter Ring Gear; Idler Pulley; Oil Pan; Oil Pressure Switch; Oil Pump; Pistons and Piston Rings; Piston Bearings and Bushings; Seals and Gaskets; Timing Belt; Timing Belt Tensioners; Timing Belt Idler; Timing Chain; Timing Gears; Turbocharger; Turbocharger Intercooler; Turbo Waste gate; Rocker Covers and Sealings; Water Pump; Exhaust Gas Recirculation Valve; Oil Cooler; Oil Filter Housing; Knock Sensor; Oxygen Sensor; Cables (different from electrical wiring);
<b>Petrol Fuel System:</b>	Fuel Pump; Electric Fuel Pump; Air Flow Meter; Electronic Fuel Injection System; Electronic Control Unit (ECU); Throttle Body; Fuel Injectors; Fuel Pressure Regulator; Tank Sender Unit; Fuel Sensors; Fuel Tank; Fuel Gauge;
<b>Diesel Fuel System:</b>	Diesel Fuel Injection Pump; Fuel Pump; Air Flow Meter; Electronic Control Unit (ECU); Throttle Position Sensor; Fuel Injectors; Cold Start Glow Plugs; Tank Sender Unit; Fuel Tank;
<b>Cooling System:</b>	Coolant Level Sensor; Cooling Fan Relay; Cooling Fan Sensor; Engine Coolant Temperature Switch or Sensor; Engine Fan; Viscous Fan Clutch; Radiator; Radiator Cap; Thermostat and Housing;
<b>Manual Gearbox:</b>	Clutch Master Cylinder; Clutch Release Cylinder; Clutch Fork and Pivot; Clutch Cables; Clutch Linkages; Transaxle / Transmission Case; Gears and

	Shafts; Syncromesh; Hubs; Bearings and Bushes; Seals and Gaskets; Shift Linkage and Cables; Gear Lever;
<b>Automatic Gearbox:</b>	Transaxle / Transmission Case; Gears and Shafts; Selectors; Electronic Actuators; Brake bands; Clutches; Valve Block; Oil Pump; Oil Cooler; Electronic Control Unit; Hubs; Bearings and Bushes; Seals and Gaskets; Shift Linkage and Cables; Torque Converter; Gear Lever;
<b>Transfer and Differential:</b>	Central Differential; Differential Case; Differential Crown wheel and Pinion; Shafts; Gears; Bearings; Bushes; Differential Hubs; Transfer Levers;
<b>Driveline</b>	Constant Velocity Joints; Universal Joints; Rubber Boots (limited up to 160.000km); Half shafts; Drive shafts; Bearings; Bushes; Couplings; Seals and Gaskets;
<b>Suspension:</b>	Front and Rear Springs; Torsion Bars; Track Rods; Stub Axle; Cross Members; Sub frames; Wheel Bearings (limited up to 160.000km); Hubs; Shims; Lock Nuts;
<b>Steering</b>	Power Steering Gear; Steering Box; Gear Housing; Rack and Pinion; Power Steering Pump; Power Steering Reservoir; Seals; Bearings; External Linkage; Tie Rod; Steering Column; Joints; Idler Arm;
<b>Brakes</b>	ABS Control Unit; ABS Components; Speed Sensors; Brake Booster; Brake Pipes; Disc Brake Calipers; Brake Discs; Brake Drums; Linkages; Limiter Valves; Brake Master Cylinder; Brake Fluid Reservoir; Wheel Cylinders; Vacuum Pump;
<b>Air conditioning / Heating</b>	Heater Core; Heater Flaps and Motors; Heater Fan Motor; AC Compressor; Condenser; Evaporator; Receiver/Dryer Unit; Heater Controls; Heater Valve; Evaporator Temperature Sensor;
<b>Electrical:</b>	Starter Motor; Alternator; Coils; Wiper Motors; Washer Pump Motors; Turn Signal Relay; Heater Fan Motor; Horn; Manually Operated Switches; Airbag Spiral cable; Electronic Ignition Unit; Relays; Heated Screen Elements; On-Board Computer (Trip Computer); Window Motors/Regulators; Power Window Switch; Mirror Motors; Remote Controls in Keys; Central Locking Solenoids; Airbag Sensors; Central Lock Control Unit; Internal Light Delay Unit; Gauges; Clocks; Speedometer & Speed Sensor; Tachometer; Wiring Looms (for short circuit); Electric Seat Motors; Cigarette Lighters; Sensors; Heated Seat Elements; Alarms (Lexus Genuine only); Headlamp Lift Motors; Spark Plug Leads; ECU's and software reprogramming (except for DTC erasure only);
<b>Body:</b>	Sunroof (Lexus Genuine only); Sunroof Motors (Lexus Genuine only); Door Locks; Bonnet Release Cable; Tailgate Struts; Wiper Spindles; Manual Seat Frames; Seat belt mechanism; Factory Installed Accessories; and Hub installed accessories in so far these are uploaded by Lexus (GB) plc on their internal system within three months after first vehicle registration.

<b>Hybrid Components (when above 5 years and 100,000 miles base warranty cover):</b>	Hybrid Battery Control Module; Hybrid Control Module; and Hybrid inverter with converter.
<b>Hydrogen Fuel Cell Components:</b>	Fuel Cell Air Compressor; Fuel Cell Boost Converter; Fuel Cell H2 Tanks; Fuel Cell PCU (Power Control Unit) and Fuel Cell Stack.
<b>EV Components:</b>	Drive motor and inverter with converter.

### **Exclusions (not covered by Lexus Relax)**

Types of damage or defects not covered by Lexus Relax includes, but are not limited to:

- a) Any parts not mentioned explicitly in these Terms;
- b) Damage or defects as a result of any wear and tear, excessive free play, noise and/or vibration;
- c) Damage or defects as a result of failure to maintain or repair the vehicle in accordance with the manufacturer's recommendations; This is a requirement that is valid as of the date of first vehicle registration.
- d) Damage or defects as a result of defects that have not been reported immediately to an Authorised Lexus Repairer or whereby the Authorised Lexus Repairer has not been given the opportunity to repair;
- e) Damage or defects as a result of repairs not performed by an Authorised Lexus Repairer;
- f) Damage or defects as a result of defects that result from using the Vehicle outside the recommendations of the manufacturer (e.g. misuse, races, extreme off-road, tuning, excessive charge (overloading));
- g) Damage or defects as a result of defects resulting from an external cause and/or natural phenomenon (e.g. water or dust ingress, stone chipping, flooding, icing, storm, natural disasters, accident, fire, explosions, war, civil unrest, sovereign action, wilful or malicious action, unauthorized use, salt, glass erosion and scratches, soiling);
- h) Damage or defects as a result of defects not contributable to the manufacturer's responsibility;
- i) Damage or defects as a result of consequential damage caused by non-Lexus-genuine accessories or special equipment;
- j) Damage or defects as a result of defects caused by intentional or grossly negligent behaviour (including but not limited to unsuitable lubricants & fuel);
- k) Damage or defects caused by modifications of the original vehicle design or the installation of certain accessories, the vehicle no longer complies with the minimum standards set down by the manufacturer;
- l) Damage or defects as a result of parts that have been installed to the vehicle that are not of matching quality to the original manufacturer's parts;
- m) Damage or defects as a result of improper mounted wheels, improper repair or inappropriate replacement of individual components;

- n) Damage or defects caused by a faulty fitting; or
- o) Damage or defects caused by use of an item which recognizably requires repair, unless the damage can be proven to be unconnected to the item requiring repair.

Types of parts and components not covered by Lexus Relax includes, but are not limited to:

- a) Maintenance parts (e.g. parts that have to be replaced periodically, filters, brake pads, linings, shoes and cables, clutch disc, clutch cover and clutch bearing), wheels, rims, tyres, (V or multi V) belts, batteries (unless hybrid battery in case explicitly mentioned as covered), fluids, spark plugs, diagnostics);
- b) Rubber parts (e.g. rubber (heating) hoses, lines and tubes, engine or cabin mountings, moldings, wiper blades), drive shaft boots, shock absorbers (incl. pneumatic cylinders) and springs, stabilizer bushes, LPG parts/non-OE fuel systems and their direct and consequential damage (idem for adaptations to OE-systems to use LPG or non-OE fuel systems);
- c) Body and Paint (e.g. lights, lamps, bulbs, lenses, panels, bumpers, glass, chrome, antenna, handles and fabric, exterior trim, weather strips, shiny metals (metal parts without any coating) paint, any repair due to any corrosion) though for the avoidance of doubt the general corrosion warranty will remain in place;
- d) Interior (e.g. trims, seat covers, cushions, carpets, ventilation louvers, ash trays, cigarette lighter, shift lever knob, dash cover and pad, steering wheel);
- e) Multimedia systems;
- f) Parts that are not genuine Lexus parts, accessories that are not genuine Lexus accessories, and special equipment;
- g) Genuine Lexus accessories that are not factory installed. Genuine Lexus accessories that are hub installed in so far as they are not uploaded by Lexus (GB) plc on their internal system within three months after first vehicle registration;
- h) Certain individual parts and components e.g. exhaust system (all parts from manifold gasket to the outlet inc. catalytic converter); headliner; hinger; nuts & bolts; fuses; clips; retainers and fasteners; drive belts and tensioners; front and rear stabilizer bar; engine and cabin mounts; combustion heater; EV and Plug-in charging cables
- i) All parts outside of vehicle body (except parts mentioned explicitly in these Terms));
- j) Noise repair operations (unless it is caused by breakdown of a covered original failed part);
- k) Adjustments.
- l) Parts covered by special policy adjustment, recall campaign, or any other warranty cover

No claims can be made for the refund of costs associated with:

- a) indirect or direct consequences of any fault (including but not limited to loss of profit or income by the vehicle owner; transportation; towing costs, phone, hotel or accommodation costs, parking costs, loss of any assets or valuables);
- b) compensation for deprivation of use
- c) air freight or special delivery
- d) aesthetic items e.g. paint repairs; rust repairs; discoloration; fading; deformation; crackling; loosing; falling-off; water entry and condensation damages
- e) Cars not sold through Lexus (GB) plc

Lexus Relax does not provide cover for:

- a) other vehicle brands/models, except for Lexus.
- b) vehicles which are registered on behalf of a car retailer/repairer, a service garage or other type of commercial vehicle company.
- c) vehicles which are used for races or other associated track driving.
- d) police vehicles, fire service vehicles, ambulances and vehicles used by any other emergency service.
- e) vehicles which are not technically fault free.

These exclusions apply to all parts of the Lexus Relax warranty. This Lexus Relax warranty does not affect your statutory rights.

### **Your obligations**

To ensure you receive the benefit of the Lexus Relax warranty, you must comply with the following:

You must:

- a) ensure that the execution of work by the Authorised Lexus Repairer is confirmed in the service booklet, as copies of the service booklet with the entries must be presented in the event of a fault occurring.
- b) provide details of the current mileage count from the mileage counter to the Authorised Lexus Repairer when reporting a fault;
- c) take account of and follow the manufacturer's instructions in the user's manual regarding the use of the vehicle; and

### **Travelling Abroad**

In the event of a repair being necessary in Europe (see geographical zone below), provided your stay is shorter than 90 consecutive days, any Authorised Lexus Repairer in the country you are visiting will be able to carry out rectification work under the Terms of Lexus Relax. The cost should be settled by you with the repairer and a claim made for reimbursement by providing the repair invoice to an Authorised Lexus Repairer in the UK within 28 calendar days. The costs will be refunded up to a maximum of the invoice value including VAT. The replacement part prices, labour time and costs must be set out individually in the invoice. You will be reimbursed for the repair costs in accordance with the Lexus Relax conditions.

### **Geographical Zone**

The geographical scope of Lexus Relax includes the following countries, Albania, Austria, Azerbaijan, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Kosovo, Latvia, Lithuania, Luxembourg, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovenia, Spain, Switzerland, Turkey and United Kingdom.

### **Processing of Repairs under Lexus Relax**

The Authorised Lexus Repairer is responsible for repairs covered by Lexus Relax. You must always keep the service invoice safe and accessible. A Lexus Relax repair can only be considered

on presentation of this service invoice. If you lose the service invoice, please contact your Authorised Lexus Repairer.

To process a repair please follow these steps:

- a) Please report any repair under Lexus Relax immediately, by presenting this service invoice to your Authorised Lexus Repairer and making the vehicle available for examination/.
- b) Please provide all information needed or requested to help the Authorised Lexus Repairer identify the issue claimed for.
- c) Always retain the service booklet and make it available to your Authorised Lexus Repairer as requested.

### **Transferability of Lexus Relax**

Lexus Relax is transferable to subsequent owners of the vehicle but not transferable to another vehicle. Lexus Relax follows the vehicle not the customer, provided that the maximum mileage count and/or Lexus Relax period have not been exceeded.

### **General terms**

- a) Any replaced parts shall become the property of Lexus (GB) plc.
- b) The maximum cumulated repair value will be the actual vehicle purchase price including VAT (specified in the invoice issued by an Authorised Lexus Retailer, confirming the vehicle's purchase) and the maximum repair value is the economic value of the vehicle concerned at the time of its repair.
- c) Our standard warranty policy applies as far as the rules contained therein are not contradictory to these Terms.
- d) These Terms should be read in conjunction with our website terms of use and privacy policy.
- e) We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes.
- f) These Terms are governed by the laws of England and Wales and any dispute shall be subject to the jurisdiction of the English courts.