

Nissan Extended Warranty Terms and Conditions

EXTENDED WARRANTY Booklet (“Warranty Booklet”)

The Warranty booklet is a written commitment given by the Company in respect of the warranty services to be provided by the Company to the purchaser of the Vehicle who registered and paid for the services described herein with the purchase of the Vehicle

The Warranty booklet is made up of the warranty booklet which is to be issued to the Owner by the Company to evidence the Owner’s rights to acquire the warranty services of the Company as described herein. This document sets out the terms and conditions of the Warranty booklet which constitutes a legally binding commitment of the Company to the Owner.

The Warranty booklet and the Warranty certificate are to be kept together at all times. Note that it is the Owner’s responsibility to make sure that the details contained in the Warranty certificate are correct.

Warranty Period

1. The cover provided by Warranty booklet will commence from the date that is the day after the manufacturer’s vehicle warranty period expires. The manufacturer’s vehicle warranty period is 36 months or 100,000 km (whichever occurs first) from the date of first registration of the Vehicle.
2. The cover provided by the warranty booklet will cease at 5 p.m. on the date that the Vehicle reaches 60 months old or 300,000 kms. (Whichever occurs first) from the date of first registration of the Vehicle.

Definitions:

Words appearing in the Warranty booklet that are printed in italics have the following meaning:

Authorized dealer ... Means a Nissan Saudi Arabia. dealer in the Kingdom of Saudi Arabia.

Authorized repairer ... Means a vehicle servicing and repair centre which is appointed by the Company to repair and service Vehicles covered by the Warranty booklet. The location of an Authorized repairer can be found by contacting the Company.

Covered component ... Means the components on the Vehicle that were originally covered by the Manufacturer's vehicle warranty but excluding those as described under the heading “Events that are not covered by the Warranty booklet” section of the booklet.

Manufacturer’s vehicle warranty ... Means the warranty issued by the vehicle manufacturer for all the newly purchased Vehicles, warranting that the Vehicle shall be free from defect in material and workmanship for a period of 36 months or 100,000 km (whichever occurs first), and subject to exclusions such as normal wear and tear according to the manufacturer’s guidelines.

Mechanical & electrical failure ... Means the failure of a Covered component causing sudden and unforeseen stoppage of its function and requiring immediate repair or replacement before normal operation can be resumed, excluding failure due to Normal wear.

Normal wear ... Means the gradual reduction in operating performance of a Covered component, having regard to the age of the Vehicle and the total distance the Vehicle has travelled (this includes corrosion and rust).

Vehicle ... Means the vehicle purchased by the Owner and registered and described under the definition section of Warranty certificate.

Company .. Nissan Saudi Arabia

Owner .. Means the Vehicle owner

SCOPE OF THE WARRANTY BOOKLET

Subject to the terms & conditions of the Warranty booklet, if the Vehicle suffers a Mechanical & electrical failure, the Company will, during the Warranty booklet period, undertake the obligations of having the Mechanical & electrical failure repaired and restored by an Authorized repairer without charging the Owner. The most the Company will bear to repair and replace the Covered components under the Mechanical & electrical failure for any one claim and in the aggregate is the lower of the purchase price of the Vehicle or the fair market value of the Vehicle at the time of claim.

The Company reserves the right to specify the use of genuine, reconditioned or exchange Covered components when appropriate.

ADDITIONAL BENEFITS

Consumable Items: Any items that require periodic replacement as part of normal Vehicle maintenance are not covered by the Warranty booklet (refer to section 'What is not covered?'). The Company will, however, be responsible for replacing such consumable items if they are required in relation to a covered Mechanical & electrical failure.

A. EVENTS THAT ARE NOT COVERED BY THE WARRANTY BOOKLET

The Warranty booklet does not cover:

1. Any items that require periodic replacement as a part of normal Vehicle maintenance. These items include (but are not limited to) scheduled service-related parts (e.g. spark plugs, oil filter, timing belt, etc.), consumable parts (e.g. friction materials, clutch discs and drums, brake pads, tyres, wiper blades, bulbs, fuses, air conditioning refrigerant etc.);
2. Any of the following components: paint, body panels or bodywork and its components, chassis and sub-frames, lamps, body aperture seals, glass, interior and exterior trim or decorative components, upholstery & interior door panels, wheels (including wheel balancing), batteries, auxiliary drive belts.

The Warranty booklet also does not cover:

- 1) Any Mechanical & electrical failure or costs covered by any other warranty or entitlement (including any Manufacturer's vehicle warranty);
- 2) Any Mechanical & electrical failure attributable to the failure to comply with the "Vehicle Service Requirements" section as detailed in the Warranty booklet;

- 3) Any repairs required as a result of continued operation of the Vehicle once a defect or fault has occurred (including loss of lubricants and coolant);
- 4) Damage attributable to impact or road traffic accident;
5. Any towing, Vehicle recovery including the cost to send the Vehicle to or take the Vehicle back from an Authorized repairer, roadside assistance or other salvage expense, or loss of time, inconvenience, or commercial loss, or any other direct or indirect loss or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency, damage or liability incurred as a result of a Mechanical & electrical failure (including personal liability);
6. Any claims where the Company has not been contacted prior to the commencement of repairs or repairs where the Company has not issued a work authorization number;
7. Any damage to a Covered component caused by the failure of a non-covered component and any other consequential damage with the exception of consequential damage to a mechanical or electrical component not covered as a result of the failure of a Covered component;
8. Any claim where the Mechanical & electrical failure has been caused by abuse/misuse of the Vehicle;
9. Any loss or damage of whatsoever nature arising directly or indirectly in whole or in part due to any act of omission by the Owner which is willful, unlawful or negligent;
10. Any claim attributable to failure to follow the Vehicle manufacturer's operating guidelines (located in the Owner's manual) or Mechanical & electrical failure attributable to exceeding the manufacturer's operating limitations.
11. Any recall or campaign costs on the Vehicle instigated by the manufacturer;
12. Any claim arising from the Mechanical & electrical failure of a Covered component which has, prior to the Mechanical & electrical failure, been repaired by any person other than an Authorized repairer;
13. Any parts which are non-manufacturer's original parts. Also all parts must be either factory fitted or franchised dealer fitted;
14. Any component of the Vehicle not specifically listed as a Covered component.
15. Any maintenance or adjustments required to any Covered component;
16. Any Mechanical & electrical failure that can be attributed to the Vehicle being fitted with an alternative fuel unit other than a unit supplied, fitted or endorsed by the vehicle manufacturer;
17. The cost and expense to test or replace parts as required by government authority;
18. Any Vehicle damage due to wear and tear, corrosion, perforation, rust, or other gradual loss or reduction of function;
19. Any loss or damage caused by the use of incorrect or contaminated fuel, lubricants or fluids;
20. Any damage to casings or castings unless such damage was caused by a covered Mechanical & electrical failure;

21. Any components which have not broken down but are replaced during the course of the repair of a covered Mechanical & electrical failure. Components which have been improperly repaired;
22. Any costs that arise as a result of faults in workmanship or materials in respect of repairs;
23. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by war, civil war, rebellion, revolution, military and usurped power, terrorism, nuclear risk, fire, theft, radioactive dust, chemical dust, sap, acid rain, typhoon, floods, lightning, storm, tornado, rainstorm, tsunami, earth subsidence, cliff collapses, avalanche, hail disaster, mud-rock flow, landslide, sand storm or from any other external cause;
24. Loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by collision, overturn, parallel falls, the collapses of external objects, the falls of moving object in air incurred while the Vehicle is moving or parking, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
25. External oil leaks or any costs relating to seals and gaskets leaking alone;
26. Any loss, damage or failure, which existed prior to the start of the Warranty booklet;
27. Any claim application presented to the Authorized repairer more than 14 days after the relevant fault has become apparent to the Vehicle Owner or any additional or consequential damage caused by the Vehicle's running in a damaged condition;
28. Deployed airbags and seat belt pre-tensioners due to accidental damage;
29. Any loss to the Vehicle when it is under temporary possession or use or management by a repairer, or anyone who supplies parking services, car sales, car transportation and the like as a business;
30. Any exploratory dismantling charges other than as part of a valid claim. It is the responsibility of the Vehicle's Owner to authorise dismantling, and to pay the charges if such dismantling proves that the failure is not the responsibility of the Authorised repairer subject to the terms, conditions and exclusions as detailed within this booklet. The Authorised repairer reserves the right to examine the Vehicle and subject the damaged parts to expert assessment;
31. Any loss to the consumables such as fuel, filter, anti-freeze or oil;
32. Any liability for death, bodily injury or damage to other property, or any consequential losses of whatever nature, arising directly or indirectly from a Mechanical & electrical failure;
33. Adjustments, calibrations, alignment, cleaning, engine tuning or any parts that are replaced solely to enable the Vehicle to meet regular inspection requirements;
34. Vehicle damage or malfunction caused by refit, installation on the final assembled Vehicle or alteration of parts by the Vehicle's Owner or a third party, including alternations of bodywork, chassis or parts;
35. Damages caused by failing to use original Nissan parts;

36. Economic losses, time lost, inconvenience or additional expenses resulting from the inability to use the Vehicle, include but not limited to, car parking expenses; Vehicle rental expenses; lodging, meals or other such costs.

37. Mechanical & electrical failure caused by frost damage, water ingress, corrosion, perforation or oxidization in the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

B. The Warranty booklet will cease to operate, and no claims will be accepted where the Vehicle:

1. Has been modified from the manufacturer's original specifications.
2. Is being used for testing (including road driving for the driver's license examination), competitions, racing, pace making, off-road use unless specifically designed for the purpose, the provision of a short-term self-drive contract, as a taxi or by a driving school, a despatch or delivery courier, hire or reward;
3. Is used for public services (such as, but not limited to police, fire brigade, ambulance, rescue, military purposes);
4. Is being used outside of the Gulf Cooperation Council (GCC) as described in the section of the Warranty booklet entitled "Territorial Limit";
5. Was not manufactured or imported into the Kingdom of Saudi Arabia by the Vehicle manufacturer or the official importer;
6. Is being used for a purpose for which it was not designed;
7. Has not been serviced in accordance with the service requirements detailed under the section of the Warranty booklet entitled 'Vehicle Service Requirement';
8. Odometer reading cannot be determined as accurate by virtue of it having been inoperative or removed from the Vehicle. Unless there is a documented replacement of the odometer by the Authorised dealer;
9. Is unroadworthy or unregistered

VEHICLE SERVICE REQUIREMENTS

It is a condition of the Warranty booklet that Owner has the Vehicle properly, regularly and punctually serviced in accordance with the manufacturer's recommendations using genuine parts. Servicing must be carried out no later than 500 kilometres from the interval specified by the manufacturer.

Unless otherwise agreed by the Company or required by the applicable laws of the Kingdom of Saudi Arabia, all servicing shall not be performed by any other person except an Authorised repairer. The Company is well equipped with qualified personnel, ensuring quality service for the Vehicle.

When Owner presents the Vehicle for service, please pass this booklet to the service personnel. Once the service is complete, please ensure that the "Vehicle Service Records" section in the rear of this booklet have been completed and stamped. This information will be needed in the event of a claim

If Owner does not comply with these servicing requirements the Company will refuse the claim or cancel the Warranty booklet.

TERRITORIAL LIMIT

The cover on this Vehicle is for the Kingdom of Saudi Arabia but may be extended on a temporary basis to countries within the Gulf Cooperation Council (GCC), namely the Kingdom of Bahrain, the State of Kuwait, the Sultanate of Oman, the State of Qatar, and the United Arab Emirates, provided that:

- a) The extension of cover for the Vehicle only applies for a total period of up to 60 days during the period of the Warranty booklet.
- b) Where the Mechanical & electrical failure occurs outside of the Kingdom of Saudi Arabia but within the GCC:
 - i. The Owner should first seek, and obtain, authorisation for the repair of the Mechanical & electrical failure from the Company prior to the repair being carried out. The Company expects that the repairer should be a manufacturer recommended repairer for the Vehicle; and
 - ii. The Owner should then pay the repairer that has been authorised by the Company once the repair has been satisfactorily completed and a repair invoice has been provided to the Owner detailing the repair work undertaken and the costs in respect of the actual Mechanical & electrical failure; and
 - iii. Upon the Owner's return to the Kingdom of Saudi Arabia, the Owner should then submit a request to the Company for reimbursement for the costs in respect of the repair work undertaken for the Mechanical & electrical failure; and
 - iv. For any costs incurred outside of the Kingdom of Saudi Arabia but within the GCC, the Owner will be reimbursed at standard Saudi Arabia costs for parts and labour in Saudi Arabian Riyal at the prevailing exchange rate on the date that the Owner paid for the repair. It is essential that the Owner retains original invoice(s) for any payments that the Owner has made as no payment can be considered until the Company has received the relevant invoice(s).
 - v. It should be noted that recovery and roadside assistance costs are excluded from this cover and in the event that the Owner chooses to arrange for the recovery of the Vehicle to the Company in the Kingdom of Saudi Arabia then those costs are not recoverable under the Warranty booklet.

CLAIM RECOVERY

If the Owner makes a claim on the Warranty booklet for an incident where the Company believes costs could be recovered from another party, the Company reserves the right to take action to recover money paid by the Company. When the Company does this, the Company may need to take such action in the Owner's name and therefore the Owner must co-operate with the Company and give the Company any information it may require. The Company will pay for any legal expenses.

TRANSFERABILITY

No person is entitled to make a claim or receive a benefit from the Warranty booklet except the Owner. At the Company's sole discretion, the Company may permit transfer to a new owner if the Owner sells the Vehicle provided that the Company is notified within 30 days of the Vehicle sale.

If the Owner is intended to request transfer of the Warranty booklet, please complete the Transfer of Ownership Request Form contained in the Warranty booklet and send it to the Company, at the address on the inside front cover of this booklet, accompanied by a copy of the "Vehicle Service Records" contained in the booklet.

Transfer may be accepted if transfer is made on a private and individual basis permitting that the Company is notified within 30 days of the Vehicle sale

If the Owner purchased the Vehicle under a conditional sale contract, the Vehicle is taken back, auctioned or otherwise disposed of due to the Owner's failure to make any installment payment or his breach of any other terms and conditions under the contract, which results in foreclosure of the Owner's possession, ownership or the right of use over the Vehicle, the Owner shall be deprived of all the benefits under the Warranty booklet and shall not be entitled to transfer the Warranty booklet in any manner whatsoever and the Company will not accept any request made by the Owner for transfer of the Warranty booklet.

CANCELLING THE WARRANTY BOOKLET

The Company may cancel the Warranty booklet where the Owner has not fully complied with the conditions of the Warranty booklet. In this situation, not less than 15 days prior written notification will be provided to the Owner. If such a cancellation occurs, the Warranty booklet has no cash refund value.

Whenever an individual Warranty booklet is terminated by the Owner, the individual Warranty booklet has no cash refund value.

CLAIM FEES PAYABLE BY OWNER

Contribution

The Owner may be asked to contribute towards the repair costs when the repair includes new or replacement parts, which in the Company's opinion, are in excess of what is required to repair the Covered component under the Warranty booklet. If in doubt, the Vehicle's Owner should consult an Authorised dealer at the time of making a claim

It is not the intention, implied or otherwise, of the Warranty booklet to make new vehicles from old. Normal wear and deterioration, not resulting in actual failure, arising for example, through usage or age of the Vehicle is therefore not covered by the Warranty booklet.

MAKING A CLAIM

The following questions and answers are intended to assist the Owner when making a claim.

1. Where should the Owner take the Vehicle to make a claim?

It is the Company's responsibility to repair the Vehicle and the Owner should return the Vehicle to an Authorised dealer.

2. What should the Owner do if the Vehicle becomes inoperative or unsafe as a result of a Mechanical & electrical failure covered by the Warranty booklet?

If the Vehicle cannot be driven, or cannot be driven safely, the Owner should contact an Authorised dealer as soon as possible to arrange any necessary repairs.

3. What should the Owner do if the Owner has any difficulties making a claim with us?

If the Owner encounters any difficulties making a claim on this Warranty letter, the Owner should first discuss the difficulties with any Authorised dealer Service Manager. If the Service Manager cannot resolve the Owner's difficulties, the Owner should contact the attendants of Customer Service Operations of the Company.

All claims must be authorised before the commencement of any repairs

It is important that the Owner present the Warranty booklet when making a claim. The Company, therefore, suggests that the Owner keeps the booklet in the glove box of the Vehicle at all times.

Important Note:

There will be some instances where repairs cannot be authorised until the Vehicle has been dismantled. In these cases, we will need the Owner's authority to dismantle the Vehicle for proper diagnosis prior to commencing any repairs.

Provided that the problem is covered by this Warranty letter, repairs will be authorised. In instances where the problem is not covered by the Warranty booklet, Owner will be responsible for all costs associated with dismantling the Vehicle.

Declaration of Consent (Privacy):

By accepting the warranty agreement, the Owner gives their consent to the Authorised Dealer to collect, process and use personal data for the purposes of activating the Warranty Certificate, and is aware that these information might be shared with the Company, its affiliates, or any service provider authorized by the Company.