

# BMW Premium Selection



## COVERED BY THE BMW PREMIUM SELECTION WARRANTY.

### **Engine and technology**

- Engine
- Gear box
- Clutch - excluding Wear items
- Drive belt
- Fan belt
- Gaskets - excluding subject to maintenance
- Fuel system - unless wrong fuel has been pumped
- Exhaust system
- Cooling system
- Heating system
- Braking system - excluding Wear items
- Steering system

### **Bodywork and electrical equipment**

- Rusting of the bodywork - 12 years after date of first approval (EU) (from 1 January 2004)
- Windscreen wiper motor
- Electronic and mechanical parts
- Lighting - excl. Lights
- Keys - key fob and key battery/-ies to be replaced no more than once
- Navigation, audio, video, DVD equipment - only original factory-installed, retrofitting excluded
- Air conditioning - excluding Filling, replenishing and retrofitting

### **Interior**

- Rubber parts - excluding Wear items
- Original BMW accessories - after delivery, if properly installed by the BMW dealership
- Dashboard
- Security systems

### **Exterior**

- Original BMW accessories - after delivery, if properly installed by the BMW dealership
- Paint - 3 years after date of first approval (EU)
- Exterior equipment - excluding damage repair work

# WARRANTY TERMS AND CONDITIONS.

## **1. General**

The quality of a BMW Premium Selection car has been carefully checked by the BMW dealership on the basis of the BMW Premium Selection requirements as included in the 360 degree check. In doing so, the BMW dealership confirms the condition of the car, the reported age and the mileage. This warranty offers no more than that for which Dutch law also provides. However, the holder of the BMW Premium Selection Certificate need only present the certificate, leading to a liability pursuant to what is covered under the BMW Premium Selection warranty. To that extent, the BMW Premium Selection warranty may be considered 'hassle free'.

## **2. Contents of the warranty**

The BMW Premium Selection warranty covers the existing characteristics (and such defects as may become apparent) of this car and in general the quality that may be expected of the car.

The BMW Premium Selection warranty, which may also be relied on outside the Netherlands in the countries listed in article 7, offers an entitlement to have malfunctions repaired. The dealership may, at its choice, repair or replace parts, which is also the case for parts which have been directly damaged as a consequence of the malfunction. If a malfunction covered by the BMW Premium Selection warranty causes a malfunction of a part that is not covered by the BMW Premium Selection warranty, then both parts are covered by the BMW Premium Selection warranty. If a part that is covered by the BMW Premium Selection warranty has a defect that has been caused by a part that is not covered by the BMW Premium Selection warranty, then neither will be reimbursed. Costs of disassembly and investigation will only be reimbursed (in accordance with the prevailing standard tariffs as determined by BMW Group Nederland) when these are related to a malfunction covered by the BMW Premium Selection warranty. Replaced parts shall become the property of the dealership. Reimbursement of any damage to goods, persons or otherwise caused by a malfunction covered by the BMW Premium Selection warranty, is expressly excluded.

## **3. Obligations of the buyer**

To be able to rely on this BMW Premium Selection warranty, the holder of the BMW Premium Selection certificate must have the car serviced for the duration of the warranty in accordance with factory guidelines. If a repair has been performed by an unrecognized BMW dealership or Service Partner, the customer must demonstrate by means of documentary evidence that this repair has been performed in accordance with factory guidelines and using genuine BMW parts or parts of matching quality as genuine BMW parts. This is provided that it cannot and does not in any way change the properties of the car, whether directly or indirectly. Should a malfunction become apparent, the buyer must report to the BMW dealer who is to perform the repair pursuant to the provisions under 6 or 7 as soon as possible, and no later than within three working days after the malfunction became apparent. The holder of the BMW Premium Selection certificate must comply with the instructions of this dealer with regard to investigation and/or repair.

## **4. Transfer of ownership**

Upon transfer of ownership of the car, the warranty obligations will continue to apply in full. For the proper processing of the transfer, the new owner may refer to the BMW Customer Service at 0800-0992234 or [bmwklantenservice@bmw.nl](mailto:bmwklantenservice@bmw.nl).

## **5. Exertion of warranty claim**

If a malfunction covered by this warranty should become apparent within the Netherlands during the first month of this warranty, then repair of the malfunction or replacement of the part will always be performed by or in consultation with the BMW dealership that issued the BMW Premium Selection certificate. After the first month, the aforementioned repair or replacement may, under submission of the BMW Premium Selection certificate, be assigned to any BMW dealership in the Netherlands. Roadside assistance is available 24 hours a day from the BMW Group Service Centrale (phone 0800-0357, from abroad: 0031 - 88 0357 357).

## **6. Exertion of warranty claim outside of the Netherlands**

If a malfunction covered by this BMW Premium Selection warranty becomes apparent in one of the countries listed below and repairs on site are necessary, this BMW Premium Selection warranty offers entitlement of repayment of the amounts paid to the BMW dealership in one of the following countries outside of the Netherlands: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom.

The above is conditional upon the following process having been properly followed by the holder of the BMW Premium Selection certificate:

1. The holder of the BMW Premium Selection certificate contacts the BMW dealership that issued the BMW Premium Selection certificate and informs it of the malfunction.
2. The holder of the BMW Premium Selection certificate reports to a BMW dealership in the respective country and has a price quote prepared for resolving the malfunction.
3. The price quote is submitted to the BMW dealership referred to in article 6 point 1 for approval. After approval from this BMW dealership, the malfunction may be resolved.
4. The costs associated with this must be paid to the foreign BMW dealership by the holder of the BMW Premium Selection certificate.
5. The holder of the BMW Premium Selection certificate sends the invoice received from the foreign BMW dealership to the Dutch BMW dealership referred to in article 7 point 1, upon which the Dutch BMW dealership will reimburse the costs covered by this BMW Premium Selection warranty.

## **7. Reimbursement**

The maximum reimbursement that can be paid in the context of the BMW Premium Selection warranty will never exceed the purchase value of the respective car excluding VAT. To determine whether this maximum amount has been reached, the amount as shown by the records of the supplying BMW dealership is decisive, subject to proof to the contrary provided by the buyer.

## **8. Disputes**

The holder of the BMW Premium Selection certificate who cannot come to an agreement with the BMW dealership that issued the BMW Premium Selection certificate with regard to a claim for or the performance of warranty activities in accordance with these terms and conditions, may contact BMW Group Nederland in writing through the contact form at [bmw.nl](http://bmw.nl).

BMW Group Nederland will mediate in the complaint. If the complaint cannot be amicably resolved, the buyer may request the independent opinion of Dekra Automotive BV ('Dekra'). Dekra will issue its decision in the form of an opinion that is binding to both parties. The costs of this opinion shall be borne by the party found to be in the wrong. The costs of the expertise/opinion will never exceed the amount of € 250.00, including VAT, for the buyer. If the buyer expressly states that they do not wish to make use of Dekra's services, disputes will be solely decided by arbitration at the expense of the party found to be in the wrong. Unless parties agree to a decision by a single arbitrator, the arbitration is performed by three arbitrators, with each of the parties appointing an arbitrator and the arbitrators thus appointed jointly appointing a third arbitrator.

## **9. Exclusions**

- No right to reimbursement exists in the following cases:
- The malfunction was not reported to a BMW dealership without delay after first becoming apparent, nor shown to it for further determination, and the BMW dealership was subsequently not given the opportunity to resolve the malfunction without delay.

- The rules for handling and maintenance of the car, both before and during the BMW Premium Selection warranty period, have not been observed.
- Prior to the supposed malfunction becoming apparent, the car had not been repaired in accordance with the factory guidelines using original BMW parts or parts of at least the same quality as original BMW parts, with the stipulation that this does not in any way change the properties of the car, directly or indirectly, nor is it able to do so.
- The supposed malfunction results from the circumstance that parts have been installed in the car of which BMW Group Nederland has not approved the use or the car or parts thereof have been changed in a manner not approved by BMW Group Nederland (including, but not limited to, motor tuning).
- Malfunctions caused during participation in car sports events of a competitive nature and/or use on a race circuit / track and/or during test drives, whether or not on a race track, regardless of the speed achieved.
- The car or parts of it has/have been excessively taxed, for instance in the context of using during car sports events, or have been otherwise handled without due care.
- The car is or has been commercially rented out and/or used to transport persons for business purposes, including conversion to a 'grey' license plate (taxi, ambulance, etc.).
- The car is used for commercial purposes.
- The BPS warranty covers the existing properties (and such defects as may become apparent) of this car and in general the quality that may be expected of the car and thus does not in any case cover: defects and/or malfunctions due to ingress of fluids.
- Defects and/or malfunctions caused by the use of unsuitable lubricants and other consumables.
- Defects and/or malfunctions caused by the use of a part that clearly needs repairing, unless it can be demonstrated that the defects and/or malfunctions are unrelated to this need for repair, or that the part has been at least provisionally repaired by a professional with the right qualifications at the time the defects and/or malfunctions were caused, or by overdue maintenance.
- Damage caused by technical modifications of the car (including but not limited to: tuning, chassis conversion, LPG/gas installation), modifications to the car to satisfy the European type approval for vehicles originating outside the EEA, including Switzerland, Monaco, Andorra, San Marino).
- Defects and/or malfunctions of parts that have been installed in an unprofessional or unsuitable manner.
- Defects and/or malfunctions caused by improperly conducted inspections, servicing or other repairs.
- Defects and/or malfunctions by failure to comply with specified inspection and maintenance intervals.
- The holder of the BPS certificate must prove that failure to perform the maintenance was not the cause of the defects and/or malfunctions.
- Defects and/or malfunctions that are the consequence of normal wear and tear and gradual deterioration (such as upholstery and shock absorbers).
- Replacement or repair of parts which are normally considered wear items and which must be replaced on any car from time to time, such as tyres, lights, brake pads, wiper blades, fuses etc.
- The maintenance prescribed by BMW Group Nederland or the factory and the parts and fluids used and/or replaced in performing this.
- Replacement or repair of non-original – factory-installed – BMW audio, video, DVD and navigation equipment.
- Replacement or repair of parts which were not supplied by BMW Group Nederland, nor expressly approved for use by BMW Group Nederland.
- Consequential damage: costs for testing, measuring and adjusting, to the extent this does not follow from claims covered by the BPS warranty.
- Defects and/or malfunctions covered by insurance.
- Defects and/or malfunctions arising from external influences, including climatological, chemical,

thermal, mechanical or other effects, such as sand, road salt, storms, tree resin, overhead wires, chipping, industrial pollution, bird faeces, collisions (with pedestrians or otherwise), vandalism, skidding, rolling over, entering a body of water or any other external calamity. Defects and/or malfunctions as a direct consequence of storms, hail, lightning, earthquakes or floods, as well as fires, charring or explosions.

- Defects and/or malfunctions caused by events resembling war, including without being limited to terrorism, civil war, domestic unrest, strikes, lockouts, confiscation and other interventions by the authorities, or by nuclear power.
- Damaged caused by an external factor, including damage caused by animals (including but not limited to martens).
- Defects and/or malfunctions as a consequence of an accident, i.e. an external event exerting a sudden and direct mechanical force on the car.
- Defects and/or malfunctions caused with intent or due to gross negligence, acts of malice, embezzlement, unauthorized use, theft, fraud or other criminally culpable acts.
- Defects and/or malfunctions caused to the car because it has been exposed to an axle load or trailer weight which exceeds the maximum permissible load as determined by the manufacturer.
- Normal wear and tear of interior parts: e.g. chrome-plated parts, upholstery panels, arm rests, headlining, storage pouches, side panels, sun visors, cup holders, upholstery and cosmetic detailing.
- Glass/windows: mirror glass, panels of glass roof and convertible roof (except for rear window in case of faulty heating and antenna parts).
- Mobile parts of hands free and telephone systems.
- Standard equipment: e.g. car jack, fire extinguisher, hazard sign and first-aid kit.
- Replacement of fluids such as oil and/or coolants due to defects and/or malfunctions.
- The cleaning of fuel lines, filters, injection parts, pumps and tanks due to polluted or wrong fuel.
- Brakes and clutch: clutch discs, clutch pressure plates, brake pads, brake discs, brake drums, adjustment work for clutch and brakes.
- Replacement or repair of mobile communication equipment and/or software, if the presumed defect concerns quality of reception and/or transmission or is the consequence of the fact that the respective software is obsolete or no longer fully compatible with the car's other software.
- Chassis: shock absorbers (with the exception of breakage and/or total damage to shock absorbers); alignment, corrections and modifications of chassis components such as (modular) sunroofs, convertible tops, doors, boot lids and bumpers, paint damage and rust on the chassis.
- Filling, replenishing and retrofitting the air conditioner, unless the filling or replenishing is performed in connection with a repair that is eligible for reimbursement.
- Adjustment of a part, such as tyre alignment, lamp adjustment, radar adjustment.
- Vehicle battery.
- Battery-powered parts: for instance, but not limited to, remote control (one-time replacement of key fob and key battery/-ies).
- Resolving wind, squeaking and rattling sounds if these sounds are not connected to a repair covered by this warranty.
- Replacement or repair of coachwork parts, paint, locks, latch pins, hinges, rims and tyres.
- Fabric part of convertible tops.