

Lexus Relax Terms and Conditions

At Lexus we take great pride in the quality, and reliability of our vehicles. This confidence allows us to give you full peace of mind when driving a Lexus with Lexus Relax. Because Every Moment Together Counts. This document gives you full details of your cover, please read it carefully and keep it with you for future reference. These terms and conditions are provided by Dickran Ouzounian & Co Ltd (Griva Dighenis Avenue, P.O Box 21567, 1510, Nicosia Cyprus)

1 DEFINITIONS

“**Lexus Relax Warranty**” (also “**Relax**”) means the warranty provided as described in Section 2 of these Terms and Conditions.

“**Approved Used Warranty**” means the 12 months and unlimited mileage warranty all Approved Used Vehicles receive as standard from the point of sale provided by Dickran Ouzounian & Co Ltd.

“**Authorised Lexus Repairer**” means any repairer located in Cyprus 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;

“**Manufacturer Warranty**” the warranty included in all new Lexus vehicles sold as described in the Service & Warranty Booklet provided to the customer.

“**Owner’s Manual**” means the user manual provided to the customer that is specific to the model.

“**Service & Warranty Booklet**” means the Service & Warranty booklet provided to the customer that describes the terms of warranty coverage as well as general owner responsibilities and

“**Approved Used Vehicle**” means any used Lexus vehicle sold under the Lexus Approved Used programme

“**We**”, “**us**” or “**our**” means Dickran Ouzounian & Co Ltd

“**You**” or “**your**” means the owner and registered keeper of the vehicle.

2 LEXUS RELAX WARRANTY

2.1 Principles/Introduction

2.1.1 Relax applies any time after the expiry of the Manufacturer Warranty, or Approved Used Warranty, or New Vehicle Extended Warranty at no extra cost and regardless of any change of vehicle ownership subject to these Terms and Conditions.

2.1.2 Following the expiry of any valid warranty stated in 2.1.1, the Relax warranty will be automatically activated on completion of a major maintenance in accordance with the manufacturer’s specifications described in the Service & Warranty Booklet, at any Authorised Lexus Repairer (“Service”). Please ensure that Authorised Lexus Repairer completes the Service & Warranty booklet and that you keep all service receipts as proof of servicing.

2.1.3 With Relax you gain a new warranty cover limited until your next service is due (“**Coverage Period**”). In most of Lexus and Lexus of 12-months and 15.000 km (whichever comes first) but it may vary depending on vehicle and motorisation. Details for your vehicle can be obtained in the Service & Warranty Booklet.

2.1.4 One Service is sufficient to activate Lexus Relax Warranty. Even if you do not contact your Authorised Lexus Repairer within the Coverage Period (e.g., for other operations), Relax will remain in effect.

2.1.5 Further information:

- a) During or after the Relax period you are free to visit non-Authorised Lexus Repairers, this has no consequences on the validity of your Relax warranty (except in the cases described in 2.3.2)
- b) When Relax expires and there is no immediate new maintenance with a Authorised Lexus Repairer, this does not disqualify you for future coverage (as Relax does not require continuous service contact with Authorised Lexus Repairer). You are always and at any time eligible for Relax until the 10 years after the vehicle first registration or until the vehicle have reached 185,000km (whichever comes first) limit is reached.
- c) Where Lexus Relax Warranty has expired or where a vehicle exceeded its recommended service, Lexus Relax Warranty will begin 30 days from the date the scheduled service has been completed.

2.2 Eligibility Criteria

2.2.1 You are eligible to receive Relax until 10 years after the vehicle first registration or until the vehicle have reached 185,000 km (whichever comes first).

2.2.2 Vehicles with altered mileage based on data receive from Lexus Europe are not eligible.

2.3 Scope of Lexus Relax Warranty: What is covered by the Lexus Relax Warranty? What is excluded from the Lexus Relax Warranty?

2.3.1 To see what Relax covers please refer to Appendix 1 for coverage.

2.3.2 Relax does not provide cover for/if:

- the item not mentioned in the list of covered parts in Section 1 “What does Relax covers?” of Appendix 1;
- a result of any wear and tear, excessive free play, noise and/or vibration;
- any pre-existing faults with the vehicles at the time of service; or
- the vehicle has not been maintained or repaired following the manufacturer’s recommendations. This is a requirement that is valid as of the date of first vehicle registration;
- the 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;
- the result of repairs not performed by an Authorised Lexus Repairer;
- the 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));
- the 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);
- the result of defects not contributable to Lexus’s responsibility;
- consequential damage caused by non-Lexus-genuine accessories or special equipment;
- the result of defects caused by intentional or grossly negligent behaviour (including but not limited to unsuitable lubricants & fuel);
- due to 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;
- parts have been installed to the vehicle that are not of matching quality to the original manufacturer’s parts;

- the result of improper mounted wheels, improper repair or inappropriate replacement of individual components;
- the consequence of a faulty fitting; or
- caused by the use of an item which recognizably requires repair, unless the damage can be proven to be unconnected to the item requiring repair.

2.3.3 In addition, Relax will not cover the cost for:

- any indirect cost e.g., loss of profit or income by vehicle owner; transportation; towing; phone; accommodation; rent; loss of any assets or valuables;
- aesthetic items e.g., paint repairs; rust repairs; discoloration; fading; deformation; crackling; loosing; falling-off; water entry and condensation damages.
- Cars not sold through European Lexus’s entities .
- Imported used vehicles first registered in any country, other than the Republic of Cyprus

2.3.4 The following parts and components are excluded from Relax:

- 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);
- 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);
- 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;
- Interior (e.g. trims, seat covers, cushions, carpets, ventilation louvers, ash trays, cigarette lighter, shift lever knob, dash cover and pad, steering wheel);
- Parts that are not genuine Lexus parts, accessories that are not genuine Lexus accessories, and Special Equipment: For example, but not limited to 4X4 or mobile home conversions.
- Genuine Lexus accessories that are not factory installed. Genuine Lexus accessories that are Hub installed in so far as they are not uploaded in CWS within three months after first vehicle registration;
- 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;
- All parts outside of vehicle body (except parts mentioned explicitly in article 4 hereinabove);
- Noise repair operations (unless it is caused by breakdown of a covered original failed part);
- Adjustments;
- Parts covered by SPA, Recall Campaign, or any other warranty cover.

2.4 Customer's obligations

- 2.4.1 To ensure you receive the benefit of Relax, you must comply with the following requirements. You must:
- ensure that the execution of work by the Authorised Lexus Repairer is confirmed in the Service & Warranty Booklet, as copies of it with the entries must be presented in the event of a fault occurring;
 - provide details of the current mileage count from the mileage counter to the Authorised Lexus Repairer when reporting a fault; and
 - take account of and follow the manufacturer's instructions in the Owner's Manual regarding the use of the vehicle.

2.5 Validity of Lexus Relax Warranty abroad

- 2.5.1 The geographical scope of 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, Malta, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovenia, Spain, Sweden, Switzerland, Turkey and United Kingdom.
- 2.5.2 If you intend to travel to countries other than the ones mentioned above, we recommend that you contact your local authorised Lexus retailer or repairer for more information. The list of countries mentioned in these terms and conditions is not exhaustive and may be subject to updates or modifications.
- 2.5.3 In the event of a repair being necessary in Europe (see geographical zone above), 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 Warranty. 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 Cyprus 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 Warranty conditions.

2.1 Transferability of the Lexus Relax Warranty

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

3 GDPR / PRIVACY

- 3.1 These Terms should be read in conjunction with our website terms of use and privacy policy [<https://www.Lexus.com.cy/legal/privacy-policy>Miscellaneous / General terms]
- 3.2 Our standard warranty policy applies as far as the rules contained therein are not contradictory to these Terms.
- 3.3 Any replaced parts shall become the property of Lexus. The use of Reman/Optifit service parts shall be made mandatory whenever technically possible.
- 3.4 The maximum cumulated claim compensation and the maximum individual claim value is the economic value of the vehicle concerned at the moment of its repair.
- 3.5 Relax has no surrender or refund value.

- 3.6 We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. If you already benefit from Relax, updates, changes or replacements to these Terms and Conditions will not affect your rights already acquired under these Terms and Conditions.
- 3.7 Dickran Ouzounian & Co Ltd may decide to stop the Lexus Relax Warranty, but this will not affect your rights already acquired under these Terms and Conditions.
- 3.8 You are entitled by law to remedies from us free of charge in the event of a lack of conformity of the vehicles and those remedies are not affected by Relax.
- 3.9 These Terms and Conditions are governed by the Contract Law of Cyprus Republic, Cap 149, Art.82 onwards (Coverage & Warranty) and any dispute shall be subject to the jurisdiction of the Cyprus Republic courts.

Appendix 1 - Scope of the Lexus Relax Warranty

The owner of the vehicle is entitled to have mechanical, electrical and electronic defects attributable to manufacturing or assembly repaired at no extra-cost wherever possible, as long as the conditions described in this document are respected.

1. What does Relax cover?

If all conditions listed have been met, Relax will cover the cost of repair:

Air conditioning / Heating: Heater Core; Heater Flaps and Motors; Heater Fan Motor; AC Compressor; Condenser; Evaporator; Receiver/Dryer Unit; Heater Controls; Heater Valve; Evaporator Temperature Sensor

Automatic Gearbox: 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
Body: 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 the NMSC in CWS within three months after first vehicle registration

Brakes: 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

Cooling System: 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

Diesel Fuel System: 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

Driveline: Constant Velocity Joints; Universal Joints; Rubber Boots up to 160.000 KM (excluding drive shaft boots); Half shafts; Drive shafts; Bearings; Bushes; Couplings; Seals and Gaskets

Electrical: 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)

Engine: 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; Metal Cables (different from electrical wiring)

EV Components Drive motor and inverter with converter

Hybrid Components (when above 5years and 100,000 kilometres base warranty cover): Hybrid Battery Control Module; Hybrid Control Module; and Hybrid inverter with converter

Hydrogen Fuel Cell Components: Fuel Cell Air Compressor; Fuel Cell Boost Converter; Fuel Cell H2 Tanks; Fuel Cell PCU (Power Control Unit) and Fuel Cell Stack

Manual Gearbox: 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

Petrol Fuel System: 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

Steering: 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

Suspension: Front and Rear Springs; Torsion Bars; Track Rods; Stub Axle; Cross Members; Sub frames; Wheel Bearings (up to 160.000 KM); Hubs; Shims; Lock Nuts

Transfer and Differential: Central Differential; Differential Case; Differential Crown wheel and Pinion; Shafts; Gears; Bearings; Bushes; Differential Hubs; Transfer Levers