



TERMS & CONDITIONS FOR ROADSIDE ASSISTANCE

1. DEFINITIONS

Area of Coverage: the geographical area, as defined in Appendix 1, in which Customer is entitled to receive Services provided by Roadside Assistance Provider.

Customer: the main or permanent user, owner, or lessee of the Vehicle.

Help on the Phone: On-the-phone delivery of instructions to Customer by Roadside Assistance Provider to allow a safe continuation of the journey, without dispatch of roadside assistance.

IPR: means all intellectual property rights, including but not limited to copyrights, patents, rights to inventions, domain names, utility models, trade secrets, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights, in each case whether registered or unregistered (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world.

Lotus Cars: Lotus Cars Europe B.V. and the related national sales companies, being a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) with its statutory seat in Amsterdam and its principal place of business at 1066 JS, Amsterdam at the Johan Huizingalaan 400A, registered in the company register of the Chamber of Commerce under number: 83355235.

Lotus Cars Authorized Repairer: all the workshops that has been authorized by Lotus Cars Europe to perform repairs and other services, within the Area of Coverage.

Repair on Spot: If legislation makes it possible and if conditions are given for working safely on the Vehicle, Lotus Cars will provide onsite technical support at no cost for Customer.

Roadside Assistance Provider: Lotus Cars' subcontracted Service Providers throughout the Area of Coverage offering breakdown and recovery services.

Towing Service: If the Vehicle cannot be repaired onsite on any reason, Lotus Cars will arrange to transport the Vehicle to the nearest Lotus Cars Authorized Repairer by its Roadside Assistance Provider at no cost for Customer. If the repaired Vehicle needs to be returned to Customer to destination or home address Towing Service will be arranged.

Vehicle: Motor Vehicle meant to be used on public roads or tracks including all options, accessories and ancillary products and services sold by Lotus Cars Europe within the EEA.

Track use is limited to non-competitive use which is not racing against a clock or against other Vehicles.

2. ROADSIDE ASSISTANCE COVERAGE GENERIC REQUIREMENTS

- 2.1. The Roadside Assistance coverage starts with the date of first registration of the Vehicle, and its duration depends on the model of the Vehicle.
- 2.2. In the Appendix 2 both a time and mileage indications are given. The coverage ends whenever one of the limits is reached.
- 2.3. All authorised drivers and passengers up to the maximum permissible number of occupants are covered.
- 2.4. Lotus Cars can refrain from maintenance of a certain vehicle in case it appears that Road Side Assistance has been wrongly called upon on the basis of incomplete or untrue statements about the cause, nature or extent of an event that triggered the use of Road Side Assistance.
- 2.5. Calling up on the offered Road Side Assistance, indicates acceptance of these terms.

3. INCIDENTS COVERED BY THE ROADSIDE ASSISTANCE SERVICE

- 3.1. Breakdown. If the Vehicle cannot (or it is unsafe to) be started or driven as a result of a mechanical or electrical failure, Help on the Phone, Repair on Spot or Towing Service will be arranged.
- 3.2. Flat Battery. In case of other than self-inflicted incident of battery depletion, jump-start, recharge,





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or Towing Service to the next charging point will be arranged depending on given technical conditions. In case of self-inflicted incident, the support can be provided only once during the ownership period.

- 3.3. Flat tire. In cases of one tire lost pressure or is damaged, Repair on Spot or Towing Service will be arranged. Out of business hours or if the dealer is not within 100 km from the incident location, Towing Service to the tyre shop of Customer's choice will be provided. If Customer would like to be towed to the destination above 100 km, the Customer needs to pay for the extra km (above 100 km).
- 3.4. Fuel issue. If the Vehicle cannot be driven because of fuel outage, frozen fuel or being filled with improper, or contaminated fuel, refuelling, or Towing Service will be arranged. If the possibility for refuelling is given the cost of fuel will be charged to Customer.
- 3.5. Lockout. If the Vehicle cannot be opened due to Vehicle malfunctioning, a Repair on Spot or Towing Service to the nearest Lotus Cars Authorized Repairer will be arranged. In case of a self-inflicted lockout (e.g., keys forgotten) a Repair on Spot or a taxi to retrieve the keys will be organized. This support will be provided only once during the ownership period.
- 3.6. Stuck in snow or mud. If the Vehicle gets stuck on a public road, extrication service will be provided.

4. SECONDARY SERVICES

- 4.1. Replacement vehicle. If the repair of the Vehicle cannot be finished the same day, replacement vehicle can be provided.
Customer's Credit Card details may be requested as guarantee.
For limitations, please see Appendix 3.
- 4.2. Alternative transport. If the repair of the Vehicle cannot be finished the same day, flight/train/bus/ferry travel can be arranged to continue travel or later to pick up a repaired car. Taxi can be used including Uber.
For limitations please see Appendix 3.
- 4.3. Hotel or accommodation. If the repair of the Vehicle cannot be finished the same day, reimbursement for lodging cost will be provided.
For limitations, please see Appendix 3.
- 4.4. Storage of the repaired vehicle.
For limitations please see Appendix 3.
- 4.5. Pick-up/delivery of repaired Vehicle to the destination as per Customer's choice in home

country, including Customer's pick-up and Transportation Services. Covered for domestic and international incidents.

- 4.6. Repatriation of the unrepaired Vehicle. If the repair duration is more than 5 business days, Transportation to the home dealer can be arranged.
- 4.7. Logical combinations of the services can be offered limited to number and value of a reasonable level.

5. WHAT IS EXCLUDED FROM THE ROADSIDE ASSISTANCE

- 5.1. Incidents caused by Acts of God, war or armed conflicts, strikes, seizures, piracy, constraint by government authorities, official interdiction, explosions of nuclear or radioactive effects.
- 5.2. Incidents during motor sport training and/or competition. Exception: driving the Vehicle on closed track in a non-competitive environment is covered. Non-competitive is defined as track driving neither against the clock nor racing against other Vehicles.
- 5.3. Incidents resulting from the overstrained use of the Vehicle, like transporting excessive weight, or Vehicle abuse.
- 5.4. Incidents occurring while the Vehicle is being driven by a driver who is not authorized to drive by the Customer or by law or a driver not holding a valid driving licence.
- 5.5. Incidents caused by a non-original or non-approved spare part or accessory.
- 5.6. Incidents caused by premeditation or gross negligence of the beneficiary.
- 5.7. Incidents resulting from the influence of alcohol or drugs.
- 5.8. Incidents resulting from failure to carry out required scheduled maintenance of the Vehicle according to the manufacturer's specifications.
- 5.9. Incidents resulting from a defective trailer.
- 5.10. Incidents with Vehicles with export, or dealer license plates.
- 5.11. Cargo damage to personal properties and goods as well as loss of revenue.
- 5.12. Vehicles that are used as rental car, driving school vehicle, taxi, Uber or other ride-hailing service vehicle, police vehicle, ambulance vehicle, fire brigade vehicle.
- 5.13. Incidents occurring while driving off-road or on rough, damaged or hazardous surfaces.
- 5.14. Incidents caused by vandalism (e.g., broken windows, cut tyres, etc)





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- 5.15. Incidents related to accidents, collisions, objects striking the vehicle, damage caused by road fixtures.
- 5.16. Incidents related to broken windows (e.g., front or rear windscreen, side windows, panoramic or roof window).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All IPR and title to the Roadside Assistance Service (save to the extent these incorporate any Customer Data, Customer's IPRs or any third party owned item) shall remain with Lotus and/or its licensors and subcontractors. No interest or ownership in the Services, Lotus' IPR or otherwise is transferred to the Customer under this Contract.
- 6.2. You assign all rights, title, and interest of any feedback to Lotus.

7. CUSTOMER OBLIGATIONS

- 7.1. Customer shall contact Roadside Assistance in case of Incidents listed in chapter 3.
- 7.2. Customer shall ensure that the Vehicle is serviced and maintained according to the Service Schedule, and it is operated according to the instructions included in the Owner's Manual.
- 7.3. Parts to be used for emergency repairs are always at the expense of the Customer, unless covered by the Lotus Cars warranty conditions. Other repairs which are performed while using the Roadside Assistance are always at the cost of the Customer (labour cost and spare parts).
- 7.4. Compensation for lost income and vacation days cannot be claimed. Costs stated in these terms that are borne by Customer will be paid by Customer to Lotus Cars upon first request.

8. TRANSFER OF OWNERSHIP

- 8.1. The Vehicle is entitled for Roadside Assistance Services except the listed exclusions in chapter 4. The eligibility of receiving the services is transferred to any subsequent owner, permanent user, or lessee of the Vehicle. This transfers all rights and obligations pursuant to the Roadside Assistance and for the remaining time of its validity.

- 8.2. Lotus Cars Europe must be informed in writing about the identity of the new owner, permanent user, or lessee of the respective Vehicle.

9. DATA PROTECTION

- 9.1. Lotus Cars undertakes to comply with its obligations under relevant applicable data protection laws, principles, and agreements.
- 9.2. If applicable, and to the extent that Customer Data contains personal data and personal data is processed Customer uses the Services, the parties acknowledge that Lotus is a data controller, and the parties shall comply with the respective statutory data protection obligations and their contractual obligations.
- 9.3. To the extent that Lotus collects Customer's personal data when Customer uses Roadside Assistance Services, Lotus shall collect and process such personal data in accordance with its Privacy Notice which is available on the Lotus website.

10. LEGAL DISCLAIMER, CHANGE OF TERMS, GOVERNING LAW

- 10.1. Lotus Cars reserves the right to limit services and benefits when it deems fit. Lotus Cars disclaims all direct and indirect damages arising out of, or relating to Roadside Assistance Services, including, but not limited to, loss of Vehicle value, time, income, personal or commercial property, or use, inconvenience or aggravation, emotional distress, and commercial loss.
- 10.2. Lotus Cars reserves the right to change these terms. Any changes will be communicated to the holder in writing and will have immediate effect.
- 10.3. The law of the country within the Area of Coverage (Appendix 1) in which the customer resides, is applicable. In case the customer resides in a country or part of the country that falls outside the Area of Coverage, Dutch law is applicable.





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APPENDIX 1

Area of coverage

Albania	Iceland	Poland
Austria	Ireland	Portugal
Belgium	Italy (including San Marino and Vatican City)	Romania
Bosnia and Herzegovina	Kosovo	Serbia
Bulgaria	Latvia	Slovakia
Croatia	Liechtenstein	Slovenia
Cyprus	Lithuania	Spain (including Andorra, Gibraltar)
Czech Republic	Luxembourg	Sweden
Denmark (excluding Greenland and Faeroe Islands)	Macedonia (North Macedonia)	Switzerland
Estonia	Malta	Turkey
Finland	Moldova	United Kingdom (including Isle of Man, Jersey and Guernsey)
France (including Monaco)	Montenegro	
Germany	Netherlands (excluding the Dutch Caribbean)	
Greece	Norway	
Hungary		

All overseas territories of the countries within the Area of coverage are explicitly excluded from the Area of Coverage as are all countries outside the Area of coverage.

APPENDIX 2

Roadside Assistance coverage limits

Model	Coverage in years	Coverage in kilometers
Emeya	5	150.000
Eletre	5	150.000
Emira	3	Unlimited





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APPENDIX 3

Limits of secondary services

Secondary services	Emira	Eletre & Emeya
Maximum period of replacement car provision	5 business days	10 business days
Maximum price per day for replacement car	200 €	250 €
Maximum cost for alternative transport with taxi or similar	100 €	150 €
Maximum period of hotel or accommodation	2 nights	4 nights
Maximum price per night for hotel or accommodation	200 €	250 €
Maximum period of storage of the vehicle	5 business days	10 business days

