



GENESIS

TERMS OF MOBILITY GUARANTEE GENESIS ROADSIDE ASSISTANCE

1. Subject matter of Genesis Roadside Assistance (“GRA”)

Genesis Roadside Assistance is a mobility guarantee whose benefits are provided in the name of and on behalf of Genesis Motor Deutschland GmbH (“Genesis”) by ADAC - Allgemeiner Deutscher Automobil-Club e.V. and its partner network. If a contractually protected vehicle is unfit to drive or unusable due to a breakdown, accident, theft, vandalism, fire or defective safety equipment, GRA provides help quickly and easily.

2. Beneficiaries

Beneficiaries are the driver and passengers travelling in the contractually protected vehicle (up to the maximum number of passengers permitted by the Registration Certificate Part 1 (vehicle registration document)).

3. Contractually protected vehicles

Genesis-branded motor vehicles up to a total weight of 3500 kg, registered in Germany for street traffic with an initial registration date of 1 July 2021 or later, and imported by Genesis Motor Deutschland GmbH.

4. Territorial scope

The GRA Mobility Guarantee covers damage events occurring in Germany as well as in the following European countries during the validity period: Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, Northern Macedonia, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (Europe), Ukraine, United Kingdom.

In case of transport by sea, coverage by the GRA Mobility Guarantee is uninterrupted if the places of departure and destination lie within that territorial scope.

5. Beginning and term

The GRA Mobility Guarantee for new vehicles applies for a term of 5 years from the initial registration date of the vehicle within Germany and ends after expiration of 5 years on the last day at midnight.

6. Duties in a damage event

- 6.1. The beneficiary has a duty to fully comply with the contractual and statutory obligations of information, reporting, and conduct.
- 6.2. The beneficiary has a duty to take all actions that may contribute to mitigating the damage and to clarifying the incident.
- 6.3. If any claims for the benefits provided by GRA can also be asserted against third parties by the beneficiary, then the beneficiary shall preserve and assign such claims to Genesis.
- 6.4. To be able to claim the benefits of GRA, the occurrence of the incident must be immediately reported to the GRA Centre. The GRA Centre is under no obligation to provide



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any benefits that it has not approved in advance.

You can reach the GRA Centre under the following telephone numbers:

Telephone: (GRA Centre) +49 800 7244190
(Genesis Call Centre) +49 800 7244161

6.5. The following documents must be submitted to the GRA Centre:

- Original receipts/invoices for the additional costs covered by the GRA Mobility Guarantee
- Original flight/bus/train tickets
- Police report

7. Consequences of breaching the obligations of information and conduct

If beneficiaries breach contractual or statutory obligations of information, reporting, or conduct, and the cause, occurrence, extent or assessment of the damage is affected as a result, GRA may deny or reduce its benefits. The benefits will not be reduced if the beneficiary can prove that his or her conduct did neither adversely affect the damage or the assessment thereof.

8. Benefits as part of the GRA Mobility Guarantee

The additional benefits described under clauses 8.2 to 8.7 cannot be claimed unless the breakdown assistance under clause 8.1 was arranged by GRA.

8.1. Breakdown assistance/towing

8.1.1. In case of a breakdown or an accident, GRA will arrange for the vehicle to be restored to roadworthy condition, to the extent this is possible at the place where the incident occurred, including assumption of the costs.

8.1.2. If the vehicle is unfit to drive for reasons that cannot be remedied at the place of the incident, GRA shall arrange for the towing of the contractually protected vehicle (including attached trailers or mobile homes) to the closest Genesis Service Partner in Germany or to a suitable repair centre in a foreign country if no official Genesis Service Partner is nearby.

8.1.3. Fully electrically powered vehicles - remaining battery capacity: If the remaining battery capacity is insufficient to reach a recharging station, organizational assistance will be offered or the vehicle will be transported to the nearest recharging station. No follow-up benefits will be provided in such cases.

8.1.4. The costs of repairs, spare parts and scrapping are not covered by the GRA Mobility Guarantee.

8.2. Rental cars/hotel accommodation/further travel or return to place of residence.

8.2.1. Rental car

If in the event of a breakdown of the contractually protected vehicle, the repair of the vehicle cannot be successfully completed at the site of the incident, GRA will arrange for a rental car for the time of the repair. If possible, this will be a Genesis-branded vehicle or a vehicle of the most similar available category of a third-party manufacturer (rental car). Arranging for the replacement vehicle is the duty of GRA.

Fuel costs and other incidental costs are not covered. The beneficiary undertakes to comply with the contractual provisions of the rental car company.



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8.2.2. Accommodation

If the contractually protected vehicle cannot be repaired on the same day, GRA will provide for and pay for a hotel accommodation of up to € 400 per beneficiary per night.

8.2.3. Further travel or return to place of residence

If the repair of the contractually protected vehicle cannot be completed on the same day, GRA will arrange and pay for return travel to the permanent place of residence of the beneficiaries in Germany or for further travel to the demonstrable original destination via public transportation (1st-class train ticket or an Economy Class flight ticket if the train travel exceeds 6 hours) up to a maximum of € 500 per beneficiary per incident.

8.3. Taxi costs

A maximum allowance of € 300 per incident is available for necessary taxi costs in connection with the incident covered by the GRA Mobility Guarantee.

8.4. Return transport of the vehicle from abroad

If the vehicle in a foreign country cannot be repaired within 5 business days after the breakdown incident abroad, GRA will arrange and pay for return transport of the vehicle (including the mobile home/trailer, where applicable) to the Genesis Service Partner closest to the vehicle operator's permanent place of residence in Germany, including costs of secure storage of the vehicle (up to a maximum of € 100). Return transport shall only be provided if the transport costs are less than the current market value of the vehicle after the incident.

8.5. Pick-up of the repaired vehicle

If the vehicle cannot be repaired on the same day, GRA will pay the costs for a beneficiary or an agent to take public transportation in order to pick up the repaired vehicle (1st-class train ticket or an Economy Class flight ticket if the train travel exceeds 6 hours, up to a maximum of € 600).

8.6. Delivery of spare parts abroad

If the necessary spare parts cannot be procured at the closest Genesis Service Partner or in a suitable repair centre abroad, then GRA will arrange and pay for the delivery of such parts. The costs for spare parts are only covered within the scope of the Genesis Manufacturer's Warranty (see the Terms of the Genesis Manufacturer's Warranty).

8.7. Notification service

If GRA arranged for the measures under clauses 8.1 to 8.6 and such measures no longer allow the beneficiary to reach the destination in a timely manner, then, if need be, GRA will notify the family members and employer of the beneficiary about the situation and about the measures taken.

In accordance with the provisions of data protection law, written consent and provision of contact data for the beneficiaries is required for such notification. We will only use your personal data in the ways specified in our Privacy Policy, which you have received together with the Genesis Terms of Sale.

9. Events not covered by the GRA Mobility Guarantee / Exclusions



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- 9.1. Events caused by the following are not covered by the GRA Mobility Guarantee:
- grossly negligent or wilful actions or omissions on the part of the owner, the driver, or a passenger;
 - installing unauthorized parts or making any sort of changes to the vehicle that are not authorized by the manufacturer;
 - participating in motorsport competitions, training, speed or endurance tests, manoeuvres or similar events (e.g. race driver training courses or driver safety training programs);
 - abusing or under the influence of alcohol, narcotics or pharmaceuticals;
 - committing or attempting to commit crimes or misdemeanours;
 - caused by force majeure, confiscation, official compulsion, official prohibition, or other intervention by public authorities;
 - using the vehicle in manner contrary to the recommendations enumerated in the Owner's Manual;
 - driving the vehicle to the Genesis Service Partner independently after an accident or a breakdown (exception: defective safety equipment as described in 11.1, subject to approval by the GRA Centre).
- 9.2. The following is likewise not covered by the GRA Mobility Guarantee:
- Accidents and breakdowns caused by warlike or terrorist events and riots of all kinds, mass demonstrations, looting, and measures taken against them, as well as events due to strikes or natural disasters and incidents involving nuclear, biological or chemical substances.
 - Breakdowns and accidents that occur during rides that are prohibited by law or by the public authorities.
 - Events that occur off-road or on unofficial roads, i.e. off-road driving.
 - Events in which the vehicle, at the time of the event, was in a condition that failed to comply with the applicable regulations of the Traffic Code or in which the maintenance work required by the manufacturer was not performed on the vehicle at the time of the event.
 - Damages to any transported goods or animals, as well as consequential costs.
 - Damages due to events such as the loss or theft of objects carried in or on the vehicle in the event of a breakdown, accident or during transportation of the vehicle.
 - Indirect or consequential damages such as lost profit or lost income, missed flights or missed concerts, etc.
 - Voluntary payments (e.g., gratuities).
 - Compensation for any articles locked into or left behind in the vehicle.
10. Reduced benefits
- 10.1. In case of rental cars, taxis, driving school vehicles or vehicles used commercially, only the benefits under clause 8.1 are covered by the GRA Mobility Guarantee.
11. Definitions
- 11.1. Unfitness to drive
"Unfitness to drive" means that a vehicle can no longer be driven as a result of a breakdown or accident or that further driving has been made impossible as a result of damage following attempted theft, vandalism, fire, or defective vehicle safety equipment



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(air-bag system alarm, seat-belts, windscreen wipers, turn signals, headlights or rear lights).

11.2. Breakdown

A “breakdown” means any sudden, unforeseeable failure of the contractually protected motor vehicle as a result of an electrical or mechanical defect that makes further driving impossible or illegal. The following are treated as equivalent to a breakdown: tire defects, fuel shortages, incorrect fuel, contaminated fuel, lost or damaged keys, keys locked into the vehicle, or discharged batteries (including high-voltage batteries).

11.3. Accident

An “accident” means damage to the contractually protected motor vehicle caused by a sudden violent external event that makes further driving impossible or illegal, including, in particular, events caused by impact, collision, overturning, falling, subsidence or sinking.

11.4. Vandalism

Wilfully or maliciously inflicted damage to the contractually protected vehicle