

TERMS AND CONDITIONS

AVILOO BATTERY WARRANTY BASIC

1. GENERAL PROVISIONS

1.1. Scope of Application

These Terms and Conditions govern the Battery Warranty Basic provided by Aviloo GmbH, IZ NÖ-Süd Straße 16, Objekt 69/5, 2355 Wiener Neudorf, Austria (hereinafter, "Aviloo"). The Battery Warranty Basic applies to Eligible Vehicles as defined herein. Warranty holder is the Owner of the Vehicle.

1.2. Legal Nature of the Warranty

The Battery Warranty Basic is a voluntary commercial guarantee provided by Aviloo and does not affect any statutory warranty rights the Owner may have against a Partner, the seller of the Eligible Vehicle or Aviloo under applicable law. It shall be interpreted and enforced as a contractual undertaking under Austrian civil law. The Battery Warranty Basic is linked to the Eligible Vehicle identified by its VIN and may be held by successive Owners in accordance with Section 3.

1.3. Contractual Integration and Acceptance

The Battery Warranty Basic is not available on a stand-alone basis. It is issued exclusively as an ancillary benefit to the Initial Test conducted by a Partner and may not be purchased separately. The Battery Warranty Basic is deemed accepted by the Owner upon the earlier of: (a) physical receipt, written or electronic acceptance of the Warranty Certificate or (b) first use of the Eligible Vehicle following the issuance of the Warranty Certificate by Aviloo. Upon acceptance the Owner declares that they have read and accept these Terms and Conditions and that they are the legal owner of the Eligible Vehicle.

2. DEFINITIONS

The following definitions apply throughout these Terms and Conditions:

"Battery Management System (BMS)"

The electronic control system responsible for monitoring and regulating the Vehicle's high voltage battery pack, including charging limits, thermal management, and cell-balancing functions.

"Commercial Use"

Sustained use of the Vehicle for the remunerated transport of persons or goods, including operation as a taxi, private hire vehicle, short term rental or on a rideshare or ride-hailing platform (including but not limited to Uber and Bolt), and sustained use for commercial goods delivery. Fleet Use is not Commercial Use for the purposes of these Terms and Conditions. A single or isolated incidental instance of use that would otherwise fall within this definition does not constitute Commercial Use.

"Battery Warranty Basic"

means the limited Warranty described in these Terms and Conditions, granted in conjunction with the Aviloo Flash Test, and providing for compensation if the high-voltage battery's State of Health (SoH) falls below a forecast threshold determined by Aviloo.

"Compensation"

The fixed sum stated in the Warranty Certificate, payable by Aviloo to the Owner upon confirmation of a valid Warranty Event in the currency stated in the Warranty Certificate, as further described in Section 7.

"Eligible Vehicle"

An electric vehicle on which a valid Initial Test has been performed, a SoH Threshold has been issued, and which satisfies all eligibility criteria in Section 4 at the time of the Initial Test or at any time during the Warranty Period. The Vehicle is identified by its VIN.

"Fleet Use"

Use of the Vehicle by a company or organisation that holds full legal title to the Vehicle and operates it as part of a pool of vehicles for

business, operational, or employee transport purposes, where the Vehicle is not subject to any lease, hire-purchase, or similar arrangement under which legal title is retained by a third party.

“Flash Test”

means the diagnostic test developed by Aviloo that measures the performance and degradation characteristics of a vehicle's high-voltage battery. The test is conducted via Aviloo's proprietary hardware and software solution. The test result includes the currently calculated state of health (SoH) of the traction battery. The determination is based on data provided by the Vehicle. These are evaluated by Aviloo's algorithms using statistical and analytical models. Manipulation of the data in the control unit leads to an incorrect result. The indicated SoH has a technically induced fluctuation range (deviation) of no more than 3% in at least 95% of reference measurements. It should be noted that this tolerance applies to the SoH determination at the cell level and not to the SoH of the entire battery. This is because the state of charge of individual cells may vary, which can negatively affect the current SoH of the battery. However, this can be compensated by the Battery Management System (BMS) or during a calibration. The Aviloo Flash Test is a stationary test. As such, it is not capable of detecting certain faults and defects of the traction battery, that can only be identified while driving or charging. Aviloo assumes no liability, whether in contract, tort or otherwise, for the non-detection of such faults or defects. The Aviloo Flash Test provides information about the state of health of the traction battery at the time of the respective test. The test results do not provide information or forecasts about the lifespan or future health condition of the tested traction battery. The Aviloo Flash Test do not include an examination of the mechanical condition or electrical safety of the traction battery. Similarly, it is not inspected for damages such as cracks or similar issues. The Aviloo Flash Test is used as Initial Test and Validation Test.

“Initial Test”

The Flash Test performed by a Partner which determines the State of Health of a Vehicle at the Initial Test Date and determines the baseline for the evaluation if a vehicle is eligible for the Battery Warranty Basic.

“Initial Test Date”

The date on which the Initial Test was performed and also marks the beginning of the Warranty Period.

“Manufacturer (OEM)”

The original equipment manufacturer (OEM) of the Eligible Vehicle and its high-voltage battery system.

“OEM Components”

Battery cells, modules, and associated hardware either manufactured by or for the Manufacturer, or expressly approved by the Manufacturer as replacement parts for the specific Vehicle model.

“Owner”

The person or legal entity that holds full legal title to the Eligible Vehicle at the relevant time — that is, the outright owner of the vehicle free from any lease, hire-purchase, or similar arrangement under which title is retained by a third party. The Owner is the Warranty Holder entitled to claim Compensation under these Terms and Conditions. A lessee, hirer, or other person holding the vehicle under a title-retention arrangement is not an Owner for the purposes of these Terms and Conditions, regardless of their status as the registered keeper.

“Partner”

A contractual partner of Aviloo who has licensed the Aviloo Battery Software and performs Flash Tests on their own account.

“Premium Test”

A comprehensive battery diagnostic test developed by Aviloo that provides detailed information about the State of Health and cell-level condition of a Vehicle's high-voltage battery. The Premium Test may

	be used by Aviloo for verification purposes under Section 6.3. The vehicle-specific minimum State of Health threshold determined by Aviloo at the time of the Initial Test, representing the minimum expected battery capacity at the end of the applicable Warranty Period. The SoH Threshold is stated in the Warranty Certificate. See Section 6.1
“SoH Threshold”	The vehicle-specific minimum State of Health threshold determined by Aviloo at the time of the Initial Test, representing the minimum expected battery capacity at the end of the applicable Warranty Period. The SoH Threshold is stated in the Warranty Certificate. See Section 6.1
“State of Health (SoH)”	A metric expressed as a percentage, representing the remaining usable capacity of a high-voltage battery compared to its original capacity at the time of vehicle production.
“Valid Test Conditions”	The ambient conditions under which Aviloo Flash Tests must be conducted, including a minimum ambient temperature above –10°C, to ensure reliable and representative results.
“Validation Test”	means a Flash Test performed during the Warranty Period to determine the SoH of the Vehicle at the time of the Flash Test and to evaluate if the SoH of the Vehicle fell below the SoH Threshold.
“Warranty Certificate”	The document issued by Aviloo to the Owner containing the unique Vehicle identifier (VIN), the SoH Threshold, the Warranty Period, the Compensation amount and currency, the Validation Test cost reimbursement cap, and all other material terms of the Battery Warranty Basic.
“Warranty Event”	A situation in which the SoH measured in a valid Validation Test falls below the SoH Threshold stated in the Warranty Certificate, subject to the conditions in Section 6.2.
“Warranty Period”	The period beginning on the Initial Test Date and ending upon the earlier of: (a) 12 calendar months from the Initial Test Date (the Warranty Period expires at 23:59 CET on the day before the anniversary of the Initial Test Date, regardless of weekends or public holidays); or (b) the accumulation of 20,000 additional kilometres on the odometer since the Initial Test Date.

3. TRANSFERABILITY

This Battery Warranty Basic is linked to the Eligible Vehicle by its VIN and transfers automatically with a transfer of full legal title to the Vehicle. Upon any transfer of legal title, the new legal owner becomes the Owner and may exercise rights under these Terms and Conditions for the remainder of the Warranty Period, subject to acceptance of these Terms and Conditions and provided that the new Owner satisfies the definition of Owner in Section 2.

No notification to Aviloo of a transfer of ownership is required. A claimant must demonstrate, at the time of claim submission, that they hold full legal title to the Vehicle and have accepted these Terms and Conditions.

Transfer of the Vehicle does not extend or reset the Warranty Period.

The Battery Warranty Basic does not transfer in connection with any lease, hire-purchase, or other title-retention arrangement. A lessee or hirer of the Vehicle does not become an Owner upon taking possession of the Vehicle and acquires no rights under these Terms and Conditions.

4. SCOPE AND ELIGIBILITY

4.1. Subject Matter of the Warranty

Aviloo provides a fixed monetary Compensation to the Owner in the event that the high-voltage traction battery of an Eligible Vehicle exhibits accelerated capacity degradation, as determined in accordance with Section 6.

4.2. Eligibility Criteria

The Battery Warranty Basic is granted only for Vehicles that cumulatively satisfy all of the following at the time of the Initial Test:

- The Vehicle is a battery electric vehicle;
- The Vehicle has successfully undergone an Initial Test conducted by a Partner;
- The Vehicle has passed Aviloos's proprietary eligibility assessment, confirming that the vehicle's battery condition



BATTERY DIAGNOSTICS

- and history are suitable for the issuance of a SoH Threshold;
- d) No grounds for exclusion under Section 8 apply at the time of the Initial Test.

Aviloo's eligibility determination at the time of the Initial Test is final.

5. WARRANTY PERIOD AND RENEWAL

5.1. Duration

The Warranty Period is as defined in Section 2. The Warranty Period remains fixed by reference to the Initial Test Date and is not extended by a later acceptance. It therefore may be shorter than 12 months at the time of acceptance.

5.2. Multiple Warranties and Renewal

More than one Battery Warranty Basic may be in force for the same vehicle at the same time, arising from separate Flash Tests. Each Battery Warranty Basic is independent and varies its own SoH Threshold, Warranty Period, and Compensation amount as stated in the respective Warranty Certificate.

The Battery Warranty Basic may be renewed for further Warranty Periods, provided that a new Flash Test is conducted and the Vehicle continues to satisfy the eligibility criteria as set out in Section 4.2 at the time of the new Flash Test. Each renewal constitutes a new and independent Battery Warranty Basic.

Payment of Compensation under any Battery Warranty Basic for a given VIN immediately and automatically voids all other Battery Warranty Basic then in force for the same VIN, and the Vehicle becomes permanently ineligible for a further Battery Warranty Basic. See Section 8.4.5.

If a Warranty Event is met for several Battery Warranty Basic, Compensation will be paid out for the youngest Battery Warranty Basic, voiding all older Battery Warranty Basic.

6. WARRANTY EVENT AND CLAIM PROCEDURE

6.1. SoH Threshold

At the time of the Initial Test, Aviloo calculates a vehicle-specific SoH Threshold using its proprietary degradation forecast model. The SoH Threshold represents the minimum SoH expected for the Vehicle's model, age, and mileage cohort at the end of the Warranty Period and is stated in the Warranty Certificate. Only SoH loss that causes the Vehicle's measured SoH to fall below the SoH Threshold constitutes a potential Warranty Event.

6.2. Conditions for a valid Warranty Event

A Warranty Event is valid only if all of the following conditions are cumulatively satisfied:

- a) A Validation Test is performed within the Warranty Period under Valid Test Conditions;
- b) The Validation Test result shows that the Vehicle's SoH has fallen below the SoH Threshold stated in the Warranty Certificate;
- c) A third Flash Test or a Premium Test (at Aviloo's discretion and cost) confirms the result of the Validation Test.
- d) No exclusion under Section 8 applies to the measured SoH loss.

Aviloo reserves the right to verify the Validation Test result by commissioning a further Flash Test or Premium Test at Aviloo's cost (see Section 6.3). Where Aviloo exercises this right, the verification result is the authoritative measurement for the purpose of determining whether a Warranty Event has occurred.

6.3. Claims Procedure

To claim Compensation, the Owner must:

- a) arrange a Validation Test performed by an Aviloo Partner within the Warranty Period.
- b) Submit written claim notification to Aviloo within 14 calendar days of the Validation Test completion date, either by email to warranty@aviloo.com or via the form on the Aviloo Website. Time runs from the date of Validation Test completion, not from receipt of the test report.
- c) Include in the claim notification at least the following documentation:
 - (i) The Flash Test Certificate from the Initial Test;
 - (ii) The Flash Test Certificate from the Validation Test;
 - (iii) An identification document from the Owner;
 - (iv) The Eligible Vehicle's registration certificate;
 - (v) Proof of ownership
 - (vi) The Owner's full bank account details (IBAN and BIC), to enable processing of any compensation;
 - (vii) Any further documents or information reasonably requested by Aviloo to assess the Warranty Event.

Aviloo reserves the right to require additional proof of ownership as a condition precedent to processing any claim. In the absence of satisfactory proof of ownership, Aviloo has no obligation to process or advance the claim, and processing will remain suspended until such documentation has been received and verified to Aviloo's reasonable satisfaction.

Aviloo will confirm receipt and documentary completeness within 10 business days. If documentation is incomplete, Aviloo

will notify the Owner specifying the deficiency; the Owner has 10 business days from receipt of that notice to remedy it. Claims not remedied within that period will be closed.

Following confirmation of complete documentation, Aviloo will complete its technical review within 15 business days. Aviloo may, at its discretion and cost, commission a further Flash Test or a Premium Test on the Vehicle to verify the Validation Test result. The Owner must make the Vehicle available for such testing or conduct such tests themselves or with the help of a Partner within 15 business days upon Aviloo's written request. If verification tests are not completed within that period the Claim will be closed. Where the verification result materially diverges from the Validation Test result (by more than the $\pm 3\%$ measurement tolerance), the verification result governs. Aviloo will provide the Owner with the verification report and written reasons for any consequent adjustment.

Payment is made within 30 calendar days of completion of the technical review, subject to Section 7.2.

7. COMPENSATION

7.1. Payout Amount

Upon confirmation of a valid Warranty Event Aviloo will pay the Owner the Compensation stated in the Warranty Certificate in the currency specified therein. Aviloo will additionally reimburse the reasonable costs of the Validation Test upon presentation of the invoice, up to the maximum reimbursement amount stated in the Warranty Certificate.

7.2. Payment Conditions

The payment is made by bank transfer to the account specified in the claim notification. Payment may only be made where the name of the claimant, as it appears in the proof of ownership, the identification document and the bank account are materially consistent. Minor discrepancies attributable to name changes, transliterations, or administrative variation will not of themselves prevent payment where the claimant's identity is otherwise verifiable.

7.3. Recovery of Compensation paid in error

In the event that it is subsequently determined that the claimant was not the legal owner of the Vehicle at the time of the claim — including but not limited to cases where the claimant held the Vehicle under a lease, hire-purchase, or similar title-retention arrangement — Aviloo reserves the right to recover the full Compensation paid, together with interest at the statutory rate applicable under Austrian law from the date of payment, and an administrative processing fee as notified to the claimant at the time of recovery proceedings. The claimant's obligation to repay arises upon written demand from Aviloo and is payable within 30 calendar days of such demand.

7.4. Sole Remedy and exclusion of other claims

The compensation is a fixed contractual payment and does not constitute reimbursement for any repair, replacement, or other costs incurred. The Compensation amount is independent of any market valuation, invoice, or replacement cost of the battery. The Compensation is the sole and exclusive remedy under the Battery Warranty Basic. No additional compensation, damages, or other financial claim — including for loss of use, diminished resale value, or alternative transport — arises under or in connection with the Battery Warranty Basic. The Owner's rights under applicable mandatory law are not affected.

8. EXCLUSIONS

No Compensation is payable where a claimed Warranty Event falls within any of the categories below. Where an exclusion applies only in part, only the portion of SoH loss not attributable to an excluded cause or category remains eligible for Compensation. Causal attribution is assessed on the balance of probabilities using available BMS logs, charging records, service history, and Aviloo test data.

8.1. Excluded Causes of Degradation

8.1.1. Unauthorised Battery Repair, Modification, or Replacement

No Compensation is payable where the high-voltage battery has been subject to:

- a) repair or inspection by personnel not holding Manufacturer authorisation for the specific Vehicle model;
- b) installation of cells, modules, or components that are not OEM Components; or
- c) any physical alteration changing the battery pack's configuration or cell chemistry from the state assessed at the Initial Test.

8.1.2. Vehicle Software Tampering, ECU Modification, or BMS Update Failure

No Compensation is payable where:

- a) the BMS or any ECU has been modified, tuned, or overridden without Manufacturer authorisation, including modifications affecting power draw limits, charging rates, or cell-balancing parameters;
- b) the Owner has failed to apply a mandatory BMS or battery-related software update within a reasonable time of its availability; or
- c) third-party software or firmware has been installed that interfaces with or overrides BMS protective parameters.

8.1.3. Physical Damage from Accidents, Collisions, or Mechanical Impacts

No Compensation is payable for SoH loss attributable to physical damage, including from:

- a) underbody impacts, road debris, or collision-induced deformation of the battery enclosure or cell modules;

- b) coolant circuit breaches resulting from a collision or impact event; or
- c) improper lifting or jacking inconsistent with the Manufacturer's service documentation.

This exclusion applies where physical damage causes degradation that manifests gradually after the impact event.

8.1.4. Environmental Damage

No Compensation is payable for SoH loss caused by:

- a) water ingress from flood, submersion, or exposure beyond the Vehicle's stated ingress protection rating;
- b) fire, explosion, or extreme external heat causing irreversible electrode degradation or thermal runaway; or
- c) exposure to corrosive substances at concentrations materially exceeding those encountered in normal use.

8.1.5. Commercial Use and Rideshare

No Compensation is payable where the Vehicle has been subject to Commercial Use during any part of the Warranty Period. Fleet Use, as defined in Section 2, is not Commercial Use and does not engage this exclusion.

8.1.6. Motorsport, Racing, or Track Driving

No Compensation is payable for SoH loss attributable to participation in organised competitive motorsport, circuit or track driving days, or any use involving sustained high-discharge-rate operation or aggressive cycling outside normal road-use parameters.

8.1.7. Public service vehicles

No Compensation is payable where the Vehicle has been subject to public service such as military, police or ambulance vehicles.

8.1.8. Use of Non-Approved Charging Equipment

No Compensation is payable for SoH loss attributable to use of charging equipment not expressly approved by the Manufacturer for the Vehicle model, including:

- a) non-certified DC fast chargers;
- b) modified cables, non-OEM adaptors, or third-party adaptors delivering power outside BMS-managed parameters; or
- c) AC charging equipment not carrying the applicable conformity certification.

8.1.9. Vehicle-to-Grid (V2G) Participation Beyond Manufacturer Specifications

No Compensation is payable for incremental SoH loss attributable to sustained V2G participation — meaning repeated bidirectional battery cycling for grid balancing, energy arbitrage, or demand-response services — beyond parameters approved by the Manufacturer. Vehicle-to-load (V2L) use within Manufacturer-specified power levels is not excluded.

8.1.10. Prolonged Storage at Extreme States of Charge

No Compensation is payable for SoH loss caused by continuous storage at a state of charge above 95% or below 5% for periods exceeding 30 consecutive days, where BMS log data demonstrates the pattern is attributable to owner behaviour rather than a system design limitation. Isolated charging events at extreme states of charge do not engage this exclusion.

8.1.11. Operation or Storage Outside Manufacturer's Specified Temperature Range

No Compensation is payable for SoH loss caused by deliberate or sustained operation or storage in conditions materially exceeding the Manufacturer's specified temperature range. Residence in, or regular operation within, a hot or cold climate does not engage this exclusion.

8.1.12. Failure to Maintain the Vehicle per the Manufacturer's Service Schedule

No Compensation is payable for SoH loss attributable to failure to:

- a) attend scheduled EV system inspections at Manufacturer-prescribed intervals;
- b) maintain the battery thermal management system in serviceable condition (coolant levels, pump, heat exchanger);
- c) use Manufacturer-approved service fluids; or
- d) address battery-related diagnostic warnings within a reasonable time.

An Owner making a claim may be required to provide service records on request. Failure to produce them may be taken into account in the assessment of causal attribution.

8.2. Scope-Based Exclusions

The following categories of SoH change or battery event fall outside the scope of the Battery Warranty Basic regardless of cause.

8.2.1. SoH Loss Within the SoH Threshold

Gradual capacity fade is a normal characteristic of all lithium-ion traction batteries and does not constitute a Warranty Event. No Compensation is payable unless the Vehicle's SoH as measured in a valid Validation Test falls below the SoH Threshold stated in the Warranty Certificate. The SoH Threshold is calculated by reference to the expected degradation profile for the Vehicle's model, age, and mileage cohort; only degradation materially exceeding statistically normal behaviour for that cohort is within scope.

8.2.2. Temporary or Reversible Capacity Reductions

The Battery Warranty Basic covers only permanent electrochemical capacity loss as measured under standardised Flash Test conditions. The following are not within scope:

- a) temporary range or capacity reductions from cold-weather or other ambient conditions;
- b) changes in displayed capacity from BMS recalibration or Manufacturer software updates;
- c) discrepancies between the Vehicle's displayed range and the measured SoH; or
- d) state of charge estimation errors or drift.

The authoritative SoH measurement for any claim is the Aviloo Flash Test result, not any vehicle-displayed or application-reported figure.

8.2.3. SoH Changes from BMS Recalibration or Manufacturer Software Updates

A change in measured or displayed SoH resulting from a Manufacturer software update or BMS recalibration does not constitute a Warranty Event, whether it increases or decreases the reported value. Where Aviloo's measured SoH diverges from the Vehicle's displayed SoH following a recalibration, the Aviloo Flash Test result governs.

8.2.4. Pre-Existing Conditions Prior to the Initial Test

The Battery Warranty Basic covers only electrochemical SoH loss occurring after the Initial Test Date. Degradation, damage, or latent defects pre-dating the Initial Test are not within scope. Where a pre-existing condition was latent at the Initial Test and subsequently manifests as measured SoH loss, such loss is excluded to the extent attributable to that condition.

8.2.5. Degradation Covered by OEM Battery Warranty or Active Recall

Where the battery degradation giving rise to a potential claim falls within the scope of the Manufacturer's OEM battery warranty, an active recall campaign, or any equivalent manufacturer or supplier guarantee or any other insurance or warranty cover, no Compensation is payable under this warranty. In such case, the primary remedy lies with the vehicle manufacturer. This exclusion applies whether or not such remedies are pursued.

Where applicability is unclear, Aviloo will notify the Owner and allow a reasonable period to confirm the position with the manufacturer before issuing a final determination.

As part of the claims process, the Owner will be asked to confirm in writing that, to their knowledge, the battery degradation giving rise to the claim is not covered by any OEM warranty, recall remedy, or equivalent manufacturer or supplier guarantee (the "Coverage Declaration"). The Coverage Declaration forms part of the claim documentation required under Section 6.3. Where Compensation has been paid and it subsequently emerges that an OEM warranty, recall remedy, or other coverage was available at the time of the claim, Aviloo reserves the right to recover the Compensation paid in accordance with Section 7.3.

8.2.6. Physical, Mechanical, or Safety-Related Battery Failures

The Battery Warranty Basic covers electrochemical SoH loss as measured by non-invasive Flash Test diagnostics only. The following are outside scope:

- a) structural failure of cells, modules, or the battery enclosure;
- b) thermal runaway events;
- c) BMS hardware failure, sensor failure, or connector and cabling failure; or
- d) any failure mode not attributable to electrochemical degradation as measured under standardised Flash Test conditions.

Such failures may be addressed through product liability law, the Manufacturer's OEM battery warranty, or the Owner's motor vehicle insurance.

8.2.7. Invalid Test Conditions

A Validation Test conducted at ambient temperatures at or below -10°C does not satisfy the definition of Valid Test Conditions and is not a valid basis for a claim. Aviloo may require a repeat Validation Test under qualifying conditions.

8.2.8. Data Invalidity or Manipulation

Where Flash Test or Validation Test data is incomplete, technically invalid, unverifiable, or has been tampered with — whether through software manipulation, hardware modification, or other unauthorised intervention — the affected test result is void and no claim based on it will be processed. Aviloo may verify the authenticity and integrity of test data using appropriate technical procedures. Evidence of data manipulation voids all claims on the Vehicle without requirement to establish a causal link between the manipulation and the claimed SoH loss.

8.3. Vehicle Value

Where, during the Claims Process or following payment of Compensation, Aviloo determines that the actual cash value or market value of the Vehicle at the time of the Warranty Event was less than the Compensation paid, Aviloo reserves the right to recover from the Owner the amount by which the Compensation exceeded such value. Any such recovery will be pursued only where Aviloo has reasonable grounds to believe that the Vehicle's value was materially below the Compensation amount at the time of the claim.

Aviloo's right to recovery under this section does not affect any statutory rights under applicable mandatory law.

8.4. Procedural Exclusions

The claims procedure is set out in Section 6.3. The following procedural failures additionally result in no Compensation being payable.

8.4.1. Validation Test Not Performed Within the Warranty Period

A Validation Test not performed within the Warranty Period does not satisfy the conditions for a valid Warranty Event. The Battery Warranty Basic expires without Compensation at the end of the Warranty Period. Aviloo does not issue reminders regarding Warranty Period expiry; the Owner is solely responsible for arranging the Validation Test in time.

8.4.2. Claim Notification Submitted Late

Claim Notifications not submitted within 14 calendar days of the Validation Test completion date will not be processed. Aviloo may at its absolute discretion grant a written extension before that window expires; it is not obliged to do so.

8.4.3. Incomplete or Non-Conforming Documentation

Claims submitted with documentation that is incomplete, mismatched, or unverifiable will not be processed. The Owner has 10 business days to remedy any deficiency notified by Aviloo (see Section 6.3). Failure to do so results in the claim being closed.

8.4.4. Refusal to Make the Vehicle Available for Verification

Where Aviloo exercises its right to commission a verification Flash Test or Premium Test, the Owner must make the Vehicle available within 15 business days. Refusal or failure to do so without reasonable justification results in denial of the claim.

8.4.5. One Payout Per Vehicle — Effect on Concurrent Warranties

Only one Compensation payment may be made per VIN, regardless of the number of Battery Warranty Basics in force or Flash Tests conducted for that Vehicle. Payment of Compensation under any Battery Warranty Basic for a given VIN immediately and automatically voids all other Battery Warranty Basics then in force for the same VIN, without refund or further obligation. The Vehicle is thereafter permanently ineligible for a further Battery Warranty Basic.

8.5. Statutory Rights

Nothing in this Section limits or excludes rights that the Owner may have under applicable mandatory consumer protection law, including rights that cannot be excluded under Austrian law (KSchG, ABGB) or applicable EU consumer law instruments.

9. OWNER OBLIGATIONS

9.1 Obligation to Arrange a Validation Test

The Owner is solely responsible for ensuring that a Validation Test is performed within the Warranty Period. The cost of the Validation Test must be borne by the Owner unless a valid Warranty Event is confirmed, in which case it is reimbursed in accordance with Section 7.1.

9.2 Test Conditions

The Owner must ensure that the Validation Tests is conducted under Valid Test Conditions. A Validation Test performed outside Valid Test Conditions is not a valid basis for a claim.

9.3 Proof of Ownership

The Owner must, at Aviloo's request, provide satisfactory proof of full legal title to the Vehicle as a condition of claim processing. Acceptable evidence includes a vehicle purchase invoice, title document, or equivalent instrument recognised in the relevant jurisdiction. Aviloo may suspend claim processing until such proof is provided and verified to its reasonable satisfaction.

9.4 Documentation and Information

The Owner must provide Aviloo with all information and documentation required under Section 6.3 to assess a potential Warranty Event. Aviloo may reasonably request additional information in the course of its technical review.

9.5 Vehicle Maintenance

The Owner must maintain the Vehicle in accordance with the Manufacturer's prescribed service schedule. Failure to do so may result in a loss of eligibility for Compensation under Section 8.1.1.

10. LIMITATIONS OF LIABILITY

Aviloo's total financial liability under the Battery Warranty Basic is strictly limited to the Compensation amount stated in the Warranty Certificate and, where applicable, reimbursement of the Validation Test cost up to the cap stated in the Warranty Certificate.

Aviloo is not liable for (i) indirect, consequential, or incidental damages; (ii) loss of profits, business interruption, or loss of data; (iii) the costs of battery repair or replacement; (iv) depreciation of the Vehicle; (v) any other loss exceeding the Compensation amount.

Nothing in these Terms and Conditions excludes or limits Aviloo's liability for (i) death or personal injury caused by negligence;

(ii) fraud or fraudulent misrepresentation; (iii) any other liability that cannot be excluded or limited under mandatory Austrian law.

The Battery Warranty Basic is provided by Aviloo directly. It does not create any liability for a Partner or the manufacturer in respect to battery performance under this warranty scheme.

The Flash Test is a non-invasive, stationary diagnostic and does not constitute a structural or safety inspection of the battery. Aviloo assumes no liability, whether in contract, tort, or otherwise, for battery faults or defects that can only be identified while driving or charging, or that are not detectable by the Flash Test methodology.

11. TERMINATION

11.1. Termination by Aviloo

Aviloo may terminate the Battery Warranty Basic with immediate effect in the event of:

- a) fraudulent use of the Aviloo testing process or Warranty program;
- b) Submission of false or misleading information in connection with a claim, including misrepresentation of ownership status; or;
- c) Material breach by the Owner of the obligation as set out in Section 9.
- d) Aviloo (i) becoming insolvent or is unable to pay its debts as they become due, (ii) files or has filed against it a petition in bankruptcy or for reorganization, liquidation, or similar relief under any insolvency law, (iii) makes an assignment for the benefit of creditors, (iv) has a receiver, trustee, or similar officer appointed for all or a material portion of its assets, or (v) commences or has commenced against it any proceeding relating to insolvency or liquidation.

11.2. No Pro-Rata Reimbursement

In the event of early termination, there shall be no right to pro-rata reimbursement or Compensation unless explicitly stated otherwise in writing by Aviloo.

12. GOVERNING LAW AND JURISDICTION

12.1. Applicable Law

These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Austria, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.2. Place of Jurisdiction

The exclusive place of jurisdiction for disputes arising from or in connection with these Terms and Conditions, is the competent court in Vienna, Austria, unless mandatory statutory provisions provide otherwise.

13. MISCELLANEOUS PROVISIONS

13.1 Entire Agreement

These Terms and Conditions constitute the entire agreement between Aviloo and the Owner with respect to the Battery Warranty Basic and supersede all prior agreements, understandings, or representations, whether oral or written.

13.2. Amendments

Aviloo reserves the right to amend or modify these Terms and Conditions for future warranties. Amendments are published on Aviloo's website and apply only to Warranty Certificates issued after the amended version takes effect. The version in force at the Initial Test Date governs the corresponding Warranty Period.

13.3. Severability

If any provision of these Terms and Conditions is or becomes invalid, unenforceable, or void, the remaining provisions are unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the original commercial intent.

13.4. Language

These Terms and Conditions are drafted in English. Translations into other languages may be made available for convenience only and have no contractual effect. In the event of any discrepancy between a translated version and the English version, the English version prevails in all circumstances.

13.5. Data Protection

Aviloo processes personal data in accordance with the applicable Austrian and EU data protection laws, including the General Data Protection Regulation (GDPR). Aviloo's Privacy Policy is available at <https://aviloo.com/en/privacy>.

Personal data processed in connection with the Battery Warranty Basic includes: contact details (name, address, email, telephone); proof of ownership and claim-related documentation; claim correspondence; and bank account details for payment purposes. The legal basis for processing is performance of the warranty contract (Art 6 (1) (b) GDPR) and Aviloo's legitimate interest in fraud prevention and quality control (Art 6 (1) (f) GDPR).

Personal data is processed only for administration and fulfilment of the Battery Warranty Basic; shared with Partners only to the extent necessary; retained for the duration of the Warranty Period plus 40 months to comply with legal obligations and resolve disputes; and not sold or transferred to third parties for marketing purposes.



BATTERY DIAGNOSTICS

Owners may exercise their rights under Chapter III of the GDPR by contacting Aviloo at the address in Section 14.

14. CONTACT

For enquiries regarding the Battery Warranty Basic or the Aviloo Flash Test:

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