

Care Agreement Terms and Conditions

1. Content of the Agreement

Based on this agreement, Astara Auto Finland Oy undertakes to carry out the maintenance and repairs of the car specified in the agreement at a Kia service authorised by Astara Auto Finland Oy in Finland. The procedures are performed to the extent necessary to ensure reliable operation of the car during the contract period. For maintenance and repairs of your car, it is recommended to use the services of the service department of the dealership where your agreement was made, but you have at your disposal a Kia service network covering the whole of Finland. This agreement does not limit the customer's rights regarding the warranty granted for the car. The care agreement also does not limit the customer's right to invoke a defect in the product in accordance with the Consumer Protection Act. When visiting the service shop, the customer must present the car's service book and, upon request, this care agreement. The agreement includes the Kia24H roadside assistance.

2. Restrictions to the Content of the Agreement

Astara Auto Finland Oy is responsible for the following costs:

- Maintenance in accordance with the maintenance schedule defined by the manufacturer or the importer and the spare parts and supplies required.
- Repairs necessitated by natural wear of the car's parts or from manufacturing defects.
- Maintenance refill of the air conditioning system when necessary, no more frequently than every other year.
- Additional services separately agreed in the agreement.

The customer is responsible for the costs caused by the following items or factors:

- Repairing faults and damages caused by external factors, such as wrong fuel, dents, snow, ice, water, the effect of charging stations, and stones thrown up.
- Recommended maintenance measures that are not part of the regular maintenance.
- Body repair and towing as well as painting, rust-proofing and repair of corrosion damage.
- Repairing faults and damages resulting from negligent care or use.
- Repairing faults and damages resulting from other than normal use of the car.
- Repair or replacement of equipment other than factory-installed equipment.
- Repair or replacement of damages to interior trim, seat upholstery, interior panels, decorative parts and the steering wheel.

- Repair or replacement of the car's windows, components attached to the outside of the body, decorative parts and mouldings.
- Top-ups of oils and coolant, and windscreen washer fluid between scheduled services.
- Washing, waxing and cleaning of the car.
- Tyres, rims, balancing and wheel alignment.
- Updates and changes to electronic systems at the customer's request.
- Fuel and AdBlue refills.

3. Provisions Concerning the Car

- a) The car must be serviced and repaired at a Kia service authorised by Astara Auto Finland Oy. Servicing of the car must be carried out in accordance with the maintenance programme defined by the manufacturer, and an appointment for the service must be made sufficiently in advance. The customer is obliged to report all faults observed in the car. If damage threatens to expand, the car must be delivered as soon as possible for repair to a Kia service authorised by Astara Auto Finland Oy. Service may be carried out at most 30 days or 2,000 km before the actual service time.
- b) The car must be handled and cared for in accordance with the instructions in the user manual. Astara Auto Finland Oy is entitled, together with the customer, to inspect the appropriateness of the use of the car.
- c) The validity of the agreement requires that the structure, performance or intended use of the car is not changed.

4. Additional Services of the Agreement

Chargeable additional services can be attached to the agreement. The model and size class of the temporary replacement car is determined according to the replacement car fleet currently available at the repair shop, not according to the size class of the car covered by the agreement. A replacement car is included only for the duration of the service included in the agreement, and even then only if the car is not roadworthy or the procedure lasts more than 2 hours. The replacement car is available for a maximum of 2 days per service event. The replacement car must be returned on the day when the repair shop informs that the customer's car can be collected. The replacement car price includes driving of at most 50 kilometres per replacement car day. The customer will be charged for any exceeding kilometers in accordance with the current replacement car prices of the car service shop. If a replacement car additional service has been purchased to the agreement, the customer has the alternative of using, instead of a replacement car, the service pickup and return service to the nearest authorised service, however at a maximum distance of 40 kilometres from the customer's location. Using the pickup and return service does not entitle to a replacement car at the same time. The execution and schedule of the service is agreed separately with the repair shop and Astara Auto Finland Oy is not responsible for possible delays arising from the execution of the service. Seasonal tyre

change and tyre service include changing the wheels twice a year (summer and winter). The tyre service also includes storage of the wheels. The services do not include wheel balancing.

5. Other Fees

The customer is responsible for other costs directed at the vehicle, such as vehicle tax, inspection fee, other indirect costs and equivalent fees.

6. Changing and Extending the Agreement

Changes to and extension of the agreement are always negotiated separately between the contracting parties. The customer is obliged to notify as early as possible if the realised mileage deviates from the annual mileage estimated in the agreement by more than 2,000 kilometres. Astara Auto Finland Oy has the right to change the agreement pricing to correspond to the realised mileage. The agreement pricing is based on the care agreement price list in force at the time of the change. For changes made to the agreement, Astara Auto Finland Oy is entitled to charge the customer the change fee in force.

7. Expiration and termination of the agreement

The repair and maintenance responsibilities defined in the agreement for Astara Auto Finland Oy end when the agreed mileage is reached or the validity period of the agreement ends. The customer is obliged to pay the remaining instalments up to the date of termination recorded in the agreement if the mileage of the agreement is reached before the end date of the agreement. The customer may terminate the care agreement by notifying Astara Auto Finland Oy in writing at least 30 days in advance. The invoicing of a terminated agreement is adjusted, if necessary, to correspond to the realised mileage with respect to the excess kilometres proportionate to the duration of the agreement. The adjustment is made in accordance with the care agreement price list in force at the time of termination. Any under-kilometres are not compensated after the agreement ends or is terminated; deviations from the annual mileage specified in the agreement must be notified during the contract period as early as possible. In that case the mileage and pricing of the agreement can be adjusted to correspond to the realised mileage.

8. Cancelling the agreement

Astara Auto Finland Oy is entitled to rescind the agreement during the contract period if

- a) The car has been driven significantly more than would be proportionate to the total duration of the agreement.
- b) The customer fails to pay the fees of the agreement and, despite a reminder, does not pay them within 20 days from the original due date of the invoice.

- c) The customer maintains the car negligently, participates in a speed or skill competition, or prevents Astara Auto Finland Oy from inspecting the car.
- d) The customer changes the structure, performance or intended use of the car.
- e) The customer is put into liquidation or bankruptcy or enters into a composition without bankruptcy.
- f) Astara Auto Finland Oy has reason to assume that the odometer reading of the car does not correspond to the actual mileage.

If the care agreement is rescinded for any of the above reasons on the customer's side, the customer is obliged to pay possible excess kilometres proportionate to the duration of the agreement. The invoicing adjustment is made in accordance with the care agreement price list in force at the time of rescission. If the rescission of the agreement is due to the customer's neglect of payment obligations or otherwise a breach of the terms of the agreement, the customer must, in addition to the above, pay damages proportionate to the normal contractual compensation.

9. Changes to Fees

Astara Auto Finland Oy reserves the right to review the fees charged annually. The customer is notified of any change in prices in writing in advance. If the value added tax or some other tax or fee burdening the motor trade that entered into force after the conclusion of the agreement changes or a new tax or fee enters into force, the tax or fee for the remaining contract period is changed accordingly.

10. Terms of Payment

The first instalment for the first invoicing period is invoiced immediately after the conclusion of the agreement. Thereafter invoicing takes place at the agreed intervals. The payment term is 14 days from the date of the invoice. For a late payment, Astara Auto Finland Oy is entitled to charge interest for delay in accordance with the Interest Act.

11. Right of Assignment

Astara Auto Finland Oy has the right to assign and pledge this agreement with all the rights related thereto to a third party, who has the right to assign it further. If Astara Auto Finland Oy has exercised the above right and the assignee has notified the customer of this in writing, after receiving the assignment notice the customer must fulfil all payments and other obligations under this agreement to the assignee. The customer does not have the right to assign their rights and obligations based on this agreement to a third party without the written permission of Astara Auto Finland Oy.

12. Deviations from the Agreement

If Astara Auto Finland Oy in an individual case or as established practice refrains from exercising any right based on this agreement or otherwise acts differently than it would be entitled to under the terms and conditions of the agreement, this does not restrict Astara Auto Finland Oy's right to later in other cases invoke the terms and conditions of the agreement.

13. Dispute Resolution

Any disputes arising from this agreement are primarily settled through mutual negotiations. If these do not lead to a result, the first instance shall be the District Court of Helsinki. Consumer customers have the right to bring the dispute also to the district court of their place of residence.

ASTARA AUTO FINLAND OY / "Kia Care Agreement", Vaisalantie 2-8, 02130 Espoo e-mail:
huolenpitosopimus@astara.com

I have seen and read these Care Agreement Terms and Conditions:

Astara Auto Finland Oy privacy notice: <https://www.kia.com/fi/astara-tietosuojaseloste/>
Contacts privacy.fi@astara.com

V2.0-26