

# ***Superchips Ltd***

mechanical breakdown warranty

# warranty record

## THE VEHICLE

Vehicle registration number

Make and model

Date first registered

Date of Superchips purchase

Recorded mileage\*

\* The recorded mileage entered above cannot be guaranteed. It will assist in calculating due dates for servicing but must be disregarded and considered incorrect for any other purposes.

Superchips Approved Installer

## THE CUSTOMER

Name

## THE WARRANTY

Expiry\*

\*whichever is sooner

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# the warranty promise

To give you peace of mind, the Approved Installer (or Superchips, in the case of installing by the Consumer using a Bluefin Device) promises to repair or replace any covered component on the Customer's Motor Vehicle which suffers Mechanical or Electrical Breakdown. As a Customer you have legal rights under statute when a problem arises, and this Warranty does not limit those rights. Guidance and further information on your statutory rights may be obtained from your local Trading Standards Office, Citizens Advice Bureau or Consumer Direct.

You will have chosen or agreed certain parameters for your Warranty, and the limits are specifically listed or covered by the general terms, definitions and exclusions all within this Warranty Booklet. Please read and digest them carefully, along with the Claims Procedure, and enjoy your new purchase.

1. This Warranty does not affect the Customer's statutory rights.
2. The Approved Installer is entitled to choose whether to repair or replace a component covered by this warranty.
3. Mechanical or Electrical Breakdown is defined in the Definitions section of this Warranty Booklet.
4. Where the cost of repair exceeds the Claims Limit (as defined), the extent of contribution by the Approved Installer under the terms of this Warranty is the stipulated Claims Limit.
5. The period for which this Warranty is valid is from the date of purchase for the period/mileage (whichever the sooner) as stipulated on the Warranty Record as defined.
6. To maintain the validity of this Warranty the vehicle must be maintained and serviced as recommended by the vehicle Manufacturer. The relevant invoices must also be retained and may be required in the event of a claim.
7. In the event of a repair being carried out under the terms of this Warranty, any parts replaced shall become the property of the Approved Installer.
8. This Warranty is invalidated if the vehicle is used for rallies, racing, pacemaking, reliability trials, scrambling, speed testing or track days without the express written consent of the Approved Installer.
9. This Warranty is only transferable to another owner if Superchips expressly consents to it in writing and subject to the current administration charge.
10. This Warranty is invalidated if it is discovered that the odometer has been disconnected for a material mileage or tampered with.
11. The Approved Installer is at liberty to specify the use of reconditioned/exchange units for repairs carried out as a result of a valid claim within the terms of this Warranty.
12. There is no limit on the number of claims made under this Warranty, save that the total value of claims shall not exceed £10,000.

# terms and conditions cont.

13. This Warranty is only valid for Mechanical or Electrical Breakdown occurring to vehicles within the United Kingdom of Great Britain and Northern Ireland, but is extended to cover travel within other Member States of the European Union for up to thirty days in total during the period of cover under this Warranty.
14. The Warrantors or their representatives shall have the right at all reasonable times to have access to the Motor Vehicle.
15. Any alteration to, or modification to, the Motor Vehicle, save for routine service/maintenance in accordance with the vehicle Manufacturer's recommendations, before or after the fitting of the Superchips product, shall invalidate this Warranty.
16. No person other than the Customer, or another owner to which this Warranty has been transferred under Clause 9 above, has any right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce this Warranty.
17. The due observance and fulfilment of the terms and conditions contained in this Warranty or endorsed hereon, insofar as they relate to anything to be done or complied with by the Customer, and the truth of the statements made by the Customer, shall be conditions precedent to any liability under this Warranty.
18. This Warranty applies only in the event and to the extent that a Manufacturer's Warranty claim is declined for a legally valid reason as a direct result of the Superchips product having been installed.

All mechanical or electrical components, if covered by the Manufacturer's Warranty, are covered by this Warranty if the terms and conditions of this Warranty are fully complied with, subject to the General Exclusions and Definitions.

## general exclusions

1. Any claim arising as a result of gradual deterioration through wear and tear.
2. Any claim arising from foreign material introduced into the fuel/cooling system.
3. Failure wholly or partly due to negligence, abuse or accidental damage, intentional act or wilful neglect by the Customer, intentional overloading of the Motor Vehicle, and experiments involving the imposition of any abnormal conditions.
4. Vehicle recovery.
5. Loss of use of the Motor Vehicle, or any other consequential or economic loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency other than the Mechanical or Electrical Breakdown of the Motor Vehicle directly attributable to the installation of the Superchips product and where the cost of repair has been declined for a legally valid reason by the Manufacturer.
6. The failure of any part not originally fitted to the vehicle and not fitted by the Approved Installer, or the failure of another part arising as a result thereof.
7. Any claim reported to the Approved Installer or Superchips more than 14 days after the occurrence of the failure.
8. The failure of any part arising as a result of repairs carried out by a person not authorised by the Approved Installer or Superchips.
9. The failure of any part disclosed as defective to the Customer by the Approved Installer prior to the installation/sale, or for which a claim could be made under the Manufacturer's warranty or as a result of a recall by the Manufacturer.
10. The failure of any part arising from defective design or manufacturing.
11. The cost of establishing preventative maintenance procedures or the cost of recall by the Manufacturer of the Customer's Motor Vehicle or any part thereof or the cost of alterations, additions, improvements or overhauls.
12. Any Mechanical or Electrical Breakdown caused by the application of any tool or process during the course of maintenance, inspection, modification or overhaul, or due to fire or any extraneous cause.
13. Any claim for Mechanical or Electrical Breakdown under the terms of any other Warranty, Manufacturer's Guarantee or any Insurance.
14. Any freight charges in the event that a replacement part is not readily available.
15. Any cost incurred as a result of failure to meet current local legislation.

**Breakdown** (whether mechanical or electrical) means the sudden or unforeseen actual breaking or burning out of a component of the Motor Vehicle directly attributable to the operating or installation of the Superchips product warranted hereunder, causing the Motor Vehicle to stop working and, therefore, requiring repair or replacement before normal operation can be resumed, providing the failed component was covered by the Motor Vehicle Manufacturer's warranty and declined by them for a valid legal reason due solely to the operating or installation of the Superchips product.

Period and Period of Warranty means the lesser of:

- a) 12 months from the date of installation of the Superchips product to the Motor Vehicle by a Superchips Approved Installer; or
- b) 30,000 miles as measured on the Motor Vehicle odometer from the date of installation of the Superchips product by a Superchips Approved Installer; or
- c) the period remaining on the original warranty provided by the Manufacturer of the Motor Vehicle at the time of purchase from new; whichever is the shortest.

### **Claims Limit**

The liability under this Warranty shall not exceed £10,000.

### **Superchips**

Superchips Limited (Incorporated in England & Wales -- Registration No 1303145 -- the Registered Office of which is at 2-18, Homestall, Buckingham Industrial Park, Buckingham MK18 1XJ).

### **Customer**

The owner of the Motor Vehicle to which a Superchips product has been fitted, and who is domiciled within the United Kingdom of Great Britain and Northern Ireland.

### **Superchips Product**

A vehicle performance-modifying computer chip fitted into or onto an Electronic Control Unit (ECU); or the installing of new software to an existing ECU by a Superchips Approved Installer; or by the Customer using a Bluefin Device; that is designed to increase horsepower, torque and overall driveability.



**Motor Vehicle**

A Motor Vehicle of UK taxation category B, B1, & B automatic, the unladen weight of which does not exceed 3,500kg and has not more than 8 passenger seats, in which a Superchips product has been installed and for which a valid original Manufacturer's warranty currently applies and is operable.

**Approved Installer**

An approved fitting centre, the personnel of which have been trained by Superchips and which is accredited by Superchips to fit a Superchips product obtained from Superchips, and which is authorised by Superchips to give this Warranty.

**Mechanical or Electrical Breakdown**

The sudden and unforeseen failure of a component of the Motor Vehicle directly attributable to the operating or fitting of the Superchips product warranted hereunder, causing the Motor Vehicle to stop working and, therefore, requiring repair or replacement before normal operation can be resumed, providing the failed component was covered by the Motor Vehicle Manufacturer's warranty and declined by them due solely to the operating or installation of the Superchips product.

**Bluefin Device**

A device supplied by Superchips permitting the Customer to modify the settings of the ECU on the Customer's Motor Vehicle.

**Warrantor**

The Approved Installer (or Superchips in the case of installation using a Bluefin Device).

# how to make a claim

1. Ensure you have satisfied all the requirements of the Warranty.
2. Contact the Approved Installer (or Superchips in the case of a Bluefin Device installation), explain the problem and follow any instructions given.
3. In the event of any occurrence giving rise, or likely to give rise to a claim hereunder, the Customer shall take precautions to prevent further damage to the Motor Vehicle. The Warrantors shall not be liable for any further damage resulting from the continued use of the Motor Vehicle.
4. The Customer shall provide a statement in writing of all particulars and details of the damage to the Motor Vehicle affected, and the value thereof, before any repair work is commenced. An Assessor may be appointed to investigate any claims hereunder.
5. The Customer shall furnish all such vouchers, proofs, explanations and other evidence as may be reasonably required by the Warrantors, together with a statutory declaration, if required, in verification of the statement.
6. The Approved Installer or Superchips may at their option repair, reinstate or replace or pay in money for any Mechanical or Electrical Breakdown covered by this Warranty.

In the event of a claim being made, ALWAYS contact the Approved Installer (or Superchips in the case of a Bluefin Device installation) in the first instance. If you have any queries concerning the interpretation of this Warranty a helpline number is available from your Approved Installer or Superchips for your convenience.

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[www.lawgisticsonline.co.uk](http://www.lawgisticsonline.co.uk)

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