



Terms of the RaceChip engine warranty

Engine warranty given to consumers for products "RaceChip One", "RaceChip Pro 2" and "RaceChip Ultimate"

This engine warranty (the "**Warranty**") is provided to you by RaceChip South Africa (hereinafter referred to as the "**Warrantor**") on the terms and conditions set out below. This Warranty applies in respect of the following products:

- "RaceChip One" (but only if you have optionally bought express warranty coverage for an additional fee); and
- "RaceChip Pro 2" and "RaceChip Ultimate" (this Warranty applies in respect of these two products at no additional cost to you).

Each of the above products shall hereafter be referred to as an "**Auxiliary Control Unit**".

I. Prerequisite conditions for eligibility

You will only be entitled to benefit from the provisions of this Warranty if you have bought an Auxiliary Control Unit in your capacity as a consumer for your own personal use - i.e. if you are an individual acting for purposes wholly or mainly outside your trade, business, craft or profession.

You must also complete, sign and date a relevant warranty certificate. You will receive a warranty certificate either:

- (a) if you choose to obtain and pay for express warranty coverage at the time of purchase of Auxiliary Control Unit "RaceChip One", at the point of sale; or
- (b) enclosed with the respective Auxiliary Control Unit at no additional cost to you (Auxiliary Control Units "RaceChip Pro 2" and "RaceChip Ultimate" only).

You must send the completed warranty certificate by post to the Warrantor, at the address set out below, within **14 days** of the date you received the warranty certificate:

P.O Box 13242
1201 Nelspruit
Mpumalanga



Failure to send the completed, dated and signed warranty certificate to the Warrantor within the 14 day timeframe will disqualify you from claiming under this Warranty.

II. Subject matter and scope of this Warranty;

1. Subject to the other terms of this Warranty (including, in particular, the Exclusions listed at Part IV below), you will only be entitled to claim under this Warranty if ALL of the following conditions are satisfied:
 - a. damage is caused to one or more of the engine components and parts set out in the list in clause II.2 below (a "**Qualifying Part**"); and
 - b. the relevant damaged Qualifying Part is installed in or is otherwise part of a Qualifying Motor Vehicle (as defined in clause II.3 below); and
 - c. the Qualifying Motor Vehicle is registered in your name; and
 - d. the damage occurs during the Warranty Period (as set out and defined in Part IV below); and
 - e. the damage occurs as a direct result of the use of an Auxiliary Control Unit.

Satisfaction of all of these conditions will hereafter be referred to as a "**Covered Event of Damage**".

2. The following list shall comprise the types of engine components and parts which are Qualifying Parts and eligible for replacement or repair under the terms of this Warranty:

all internal parts of the engine that are linked to the oil circulation system; gearboxes (with the exception of the couplings and coupling parts integrated into the gearbox); pistons; crankcases; crankshafts; crankshaft sprockets; engine blocks; valves; valve guides; cylinder heads; cylinder liners; camshafts; camshaft sprockets; connecting rods; turbochargers.

This list is final and exhaustive. Damage to any other type of components or parts will not be covered under this Warranty.

3. Only motor vehicles which satisfy ALL of the following conditions will qualify for this Warranty and be considered "**Qualifying Motor Vehicles**":
 - Motor vehicles which are registered in South Africa



- Motor vehicles which were first registered not more than 3 years before the date of purchase of an Auxiliary Control Unit; and
- Motor vehicles with an odometer reading not exceeding 100,000 kilometres (or 60,000 miles) at the time a Covered Event of Damage occurs; and
- Motor vehicles which are exclusively used for private and non-commercial purposes, unless the commercial use of the vehicle did not cause (directly or indirectly) the damage. Commercial types of use for these purposes include (but are not limited to) commercial passenger transport; driving school vehicles; courier/delivery vehicles; and commercial hire/rental vehicles; and
- Motor vehicles in respect of which the regular maintenance, service and inspection work and care prescribed or recommended by the manufacturer of the vehicle was carried out in accordance with the manufacturer's instructions (for which supporting documents must be submitted), unless the failure to carry out such maintenance and inspection work and care did not cause (directly or indirectly) the damage.

III. Warranty coverage

1. If a Covered Event of Damage occurs during the Warranty Period, this Warranty covers the cost of any repairs (parts and labour) to Qualifying Parts which are technically necessary, reasonably and genuinely incurred and for which supporting documents must be submitted up to the **maximum aggregate sum of R50 000.00 inclusive of VAT (gross)** per Covered Event of Damage.

If replacing the damaged Qualifying Part would be less expensive than having it repaired, the claim under this Warranty for reimbursement of costs shall be limited to the cost of replacing the damaged Qualifying Part.

2. Under no circumstances shall the Warrantor be obliged to make a payment under the Warranty which exceeds the trade price value of the Qualifying Motor Vehicle immediately prior to the occurrence of the Covered Event of Damage (such trade price valuation to be conclusively determined by the Warrantor by reference to the Parkers Car Price Guide). The Warrantor shall have no further liability in respect of the cost of other repair work or services regarding other components of the vehicle (i.e. non-Qualifying Parts) as well as compensation for indirect damage or losses, such as towing costs or the cost of a rental car or overnight accommodation, loss of use, the cost of parking or disposing of the car, or other similar types of indirect loss. These types of indirect losses shall be expressly excluded from this Warranty.



IV. Warranty Period

The Warranty Period shall start at the date of purchase of the Auxiliary Control Unit and shall end:

- after the expiry of one year (in respect of Auxiliary Control Units "RaceChip One" and "RaceChip Pro 2" only); or
- after the expiry of two years (in respect of Auxiliary Control Unit "RaceChip Ultimate" only).

V. Exclusions

1. The following types of damage shall be specifically excluded from this Warranty:
 - a) normal wear and tear of Qualifying Parts;
 - b) damage resulting from taking part in racing, race-like driving events (including related types of driving for training purposes) or other types of aggressive driving;
 - c) damage resulting from changes made to the engine and/or the control and computer systems of the vehicle, either before or during the Warranty Period (including, in particular (but not limited to), measures enhancing the performance of the motor vehicle or altering the level or amount of exhaust emissions or otherwise changing the emissions behaviour of the vehicle);
 - d) damage resulting from the vehicle being exposed to axle or trailer loads higher than those stipulated by the manufacturer, or due to the permitted total weight of the vehicle being exceeded;
 - e) damage caused by you disregarding the manufacturer's instructions in the operating manual regarding how to operate the vehicle;
 - f) damage caused by you disregarding the terms of use for the Auxiliary Control Units and/or other instructions given by the Warrantor in the operating manual for the Auxiliary Control Units;
 - g) damage caused by you, or a third party instructed by you, installing the Auxiliary Control Unit contrary to the Warrantor's specifications;
 - h) damage resulting from using unsuitable fuels and other supplies, or from using fuels and other supplies not approved by the manufacturer of the vehicle, in particular (but not limited to) engine oil;
 - i) damage resulting from an accident, i.e. a sudden unexpected and unintentional event where the vehicle suffers a direct mechanical impact from the outside, or from a traffic accident, i.e. a sudden event in road traffic where a risk of damage that typically exists in road traffic situations materializes;



- j) damage resulting from fault by you or a third party – in particular, damage caused by improper use of the Qualifying Motor Vehicle or the Auxiliary Control Unit or damage caused by wilful acts.
2. A claim under this Warranty shall be excluded if the odometer of the Qualifying Motor Vehicle has been interfered or tampered with, or if a defect in or the replacement of the odometer was not notified to the Warrantor without undue delay and, as a result, the actual total distance reading (kilometre or miles, as applicable) of the Qualifying Motor Vehicle is no longer accurate or can no longer be seen or otherwise verified by the Warrantor.
3. A claim under this Warranty shall be excluded if you unreasonably fail to comply with the provisions of Part VI of this Warranty (regarding how to notify us of a claim), unless your failure to comply with Part VI does not materially affect the Warrantor's consideration of the claim or the Warrantor's ability to assess whether a Covered Event of Damage occurred.
4. A claim under this Warranty shall be excluded if the Auxiliary Control Unit is installed in a vehicle model not expressly approved by the Warrantor for that particular Auxiliary Control Unit.

VI. Procedure to be followed to make a claim

After a Covered Event of Damage has occurred, the following provisions shall apply if you would like to make a claim under this Warranty:

1. You must notify the Warrantor in writing without undue delay of the occurrence of the Covered Event of Damage. The written notice shall be sent to:

RaceChip South Africa PTY (Ltd)
9 Waterlily Crescent
1201 Nelspruit
Mpumalanga
2. The written notice of your claim must be accompanied by the following documentation:
 - a) the original sales receipt for the Auxiliary Control Unit;
 - b) written documents (e.g. original service history booklet from the Qualifying Motor Vehicle manufacturer or original invoices) evidencing that the regular maintenance and inspection work and care prescribed or recommended by the manufacturer of the



- Qualifying Motor Vehicle was carried out; and
- c) a copy of the registration certificate (V5C) for your Qualifying Motor Vehicle (showing you as the registered keeper).
3. Any (i) repairs to Qualifying Parts or (ii) preparatory work for repairs to Qualifying Parts may only be undertaken with the Warrantor's prior written approval. If you do not seek the Warrantor's approval before incurring or agreeing to incur such costs, the Warrantor shall not be required to reimburse you or any third party for the costs incurred.
4. The Warrantor shall be given a reasonable opportunity to examine the damage in respect of which the claim under this Warranty is made. For this purpose, you agree to provide the Warrantor with all information that is known to you about the circumstances surrounding the occurrence of the damage. The Warrantor may, at its own expense, appoint a third-party expert (an "**Expert**") to determine the cause of the damage. The Expert's determination shall be final and binding for the purposes of any claims under this Warranty.

VII. Transferability of the engine warranty

If, during the Warranty Period, you sell the Qualifying Motor Vehicle in which the Auxiliary Control Unit is installed as intended, the benefit of the remaining period of this Warranty may (at the sole discretion of the Warrantor) be transferred to the buyer of such vehicle. As a prerequisite, you must notify the Warrantor in writing of your request to transfer the Warranty to the buyer. This request must be made without undue delay and in any case within 14 days and you must include:

- The original sales receipt for the Auxiliary Control Unit;
- The date of the sale of the relevant Qualifying Motor Vehicle to the buyer; and
- The complete name and address of the buyer.

VIII. Limitation period for warranty claims

You must notify the Warrantor of your claim without undue delay in accordance with Part VI of this Warranty. However, for the avoidance of doubt, claims arising from this Warranty shall become time-barred (i.e. you will no longer be able to make a claim) 12 months following (i) the end of the year in which the respective claim arose or (ii) the date you obtained knowledge of the circumstances giving rise to the claim, whichever is later.



IX. Third Party Rights

This Warranty is between you and the Warrantor. No one other than a party to this Warranty, their successors and permitted assignees shall have any right to enforce any of its terms.

X. Governing law and jurisdiction

This Warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with South African law. You and the Warrantor both agree to submit to the non-exclusive jurisdiction of the South African courts.

XI. Statutory rights

The Warrantor is under a legal duty to supply products that conform in all material respects with their description and are free from material defects in design, material and workmanship. This Warranty is in addition to, and does not affect, your legal rights in relation to Auxiliary Control Units that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

For the avoidance of doubt, nothing in this Warranty shall restrict or exclude the Warrantor's liability in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation, loss or damage arising from defective goods or any other matters which cannot be excluded by law.

XII. Final provisions

Should any provisions of this Warranty be or become invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make them valid, legal or enforceable. If such modification is not possible, the relevant provisions shall be deemed deleted. Any modification to or deletion of any provisions shall not affect the validity and enforceability of the remaining provisions hereof.