



Race Chip

VEHICLE WARRANTY

Race Chip | Registered Australian Business Name

A Full Vehicle Warranty (the "Warranty") is provided to you by Race Chip in Australia (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"

"RaceChip Pro 2"

"RaceChip Ultimate"

"RaceChip Ultimate Connect"

"RaceChip Response Control"

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 from Race Chip in Australia. Please note that International Warranties do not apply in Australia. Should you choose to purchase from an International reseller, you will not be able to register your product with Race Chip in Australia or proceed to claim under this Warranty.

You must send the vehicle Make, Model, VIN number and Odometer reading to the following email address within 7 days of purchase:

support@racechip.com.au

Failure to send the required information within 7 days after purchase will disqualify you from claiming under this Warranty unless negotiated with Race Chip in Australia i.e. you have purchased a new vehicle and have not taken ownership yet.

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:

- vehicles with an odometer reading not exceeding 100,000 kilometers at the time of claim
- damage is caused to one or more of the engine components and parts set out in the list in clause 11.2 below (a "Qualifying Part"); and
- the relevant damaged Qualifying Part is installed in or is otherwise part of a Qualifying Motor Vehicle (as defined in clause 11.3 below); and
- the Qualifying Motor Vehicle is registered in your name; and
- the damage occurs during the Warranty Period (as set out and defined in Part IV below); and
- the damage occurs as a direct result of the use of an Auxiliary Control Unit
 - if the manufacturer inform you that the vehicle warranty is void due to the failure, you must get this in writing and submit this with the engineering report
 - a written engineering report is required from the manufacturer stating the "Auxiliary Control Unit" was the cause of the failure with all collaborating evidence if the vehicle is still within the Manufacturer's Warranty

- a written engineering report is required from the vehicle manufacturer or an independent MTA approved engineering concern stating the "Auxiliary Control Unit" was the cause of the failure with all collaborating evidence if the vehicle is not within the Manufacturer's Warranty.

Satisfaction of all of these conditions will hereafter be referred to as a "Valid Claim"

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 and all electronic components within the vehicle.

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

Wear and tear is damage that naturally and inevitably occurs as a result of normal wear or aging. All components listed as wear and tear components in the warranty contract from the manufacturer will not be covered.

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 Australia
- Motor vehicles subjected to prescribed by manufacturer 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 by the manufacturer's service center or MTA approved service center (proof of full service history and previous repairs to be submitted with a Valid Claim).

III. WARRANTY COVERAGE

1. If a Valid Claim occurs during the Warranty Period, this Warranty covers the cost of all repairs inclusive of parts and labour only to Qualifying Parts which are technically necessary, reasonably and genuinely incurred up to the maximum aggregate sum of \$10,000 inclusive of GST per Valid Claim.

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 value of the Qualifying Motor Vehicle as listed by your insurance company immediately prior to the occurrence of the Valid Claim (in case of dispute a Valuation Certificate will be obtained from RedBook). 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 costs. 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 Unit "RaceChip Qne");

- after the expiry of two years (in respect of Auxiliary Control Unit "RaceChip Pro 2"); or
- after the expiry of three years (in respect of Auxiliary Control Unit "RaceChip Ultimate", "RaceChip Ultimate Connect" or "RaceChip ResponseControl").

V. EXCLUSIONS

1. The following types of damage shall be specifically excluded from this Warranty:

- normal wear and tear of Qualifying Parts;
- 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;
- 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);
- damage resulting from exceeding the Gross Vehicle Mass or Gross Combined Weight (GCM = Vehicle GVM + Trailer ATM) stipulated by the manufacturer;
- damage caused by you disregarding the manufacturer's instructions as stipulated in the owner's manual regarding safe operation;
- damage caused by you disregarding the terms of use for the Auxiliary Control Units and/or other instructions given by the Warrantor in the installation manual for the Auxiliary Control Units;
- damage caused by you, or a third party instructed by you, installing the Auxiliary Control Unit contrary to the installation instructions or specifications;
- damage resulting from using fuels and other supplies not approved by the manufacturer of the vehicle, in particular (but not limited to) engine oil and gearbox oil;
- damage resulting from an accident or from a traffic accident;
- damage caused by you or a third party due to improper use of the Qualifying Motor Vehicle or the Auxiliary Control Unit or damage resulting from 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 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 a Valid Claim.

4. A claim under this Warranty shall be excluded if the Auxiliary Control Unit or parts thereof is installed in a vehicle model not expressly approved by the Warrantor for that particular vehicle model (i.e. incorrect Auxiliary Control Unit and/or Auxiliary Control Unit harness installed).

VI. PROCEDURE TO BE FOLLOWED TO MAKE A CLAIM

The following provisions will apply if you wish to proceed with a Valid 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:

support@racechip.com.au

2. The written notice of your claim must be accompanied by the following documentation:

- the original sales invoice for the Auxiliary Control Unit;
- a complete engineering report documenting the failure with all collaborating evidence;
- original service history and repairs or original invoices as evidence that the regular maintenance and inspection work and care prescribed or recommended by the manufacturer of the Qualifying Motor Vehicle was carried out; and
- a certified copy of the vehicle registration

3. Only a Valid Claim will be sent to Allianz for approval and subsequent repair authorisation.

4. 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 (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 delay and within 7 days and include the following:

- The original sales invoice for the Auxiliary Control Unit;
- The odometer reading of the vehicle;
- The date of the sale of the relevant Qualifying Motor Vehicle to the buyer; and
- The full name and address of the new owner.

VIII. FINEPRINT

There is no "Fine Print" in this Warranty.