

# VEHICLE WARRANTY - 12 MONTHS

## About the warranty

This is to certify that you have had an ENGINE REMAP or MODIFICATION on your vehicle as per the additional email you would have been sent with this brochure. The email will have all of the details regarding your vehicle and warranty.

# The warranty

The mechanical breakdown warranty detailed in this booklet is only valid if registered/ordered with an official TOP GEAR TUNING dealer.

TOP GEAR TUNING agrees to repair or replace any covered component on the customer's motor vehicle which has mechanical or electrical breakdown.

You have legal rights under statute when an issue arises, and this warranty does not limit those rights. Information on your statutory rights may be obtained from your local Trading standards Office, Citizens Advice Bureau or Consumer Direct.

You will have agreed to certain parameters for your warranty, and the limits are listed and covered by the general terms, definitions and exclusions all within this booklet. Please read them carefully, along with the claims procedure.

## Terms & Conditions

1. This warranty does not affect the customer's statutory rights.
2. TOP GEAR TUNING is entitled to choose whether to repair or replace a component covered by this warranty.
3. Mechanical or electrical breakdown is described in the definition parts of this warranty.

4. Where the cost of repair exceeds the claim limit (as defined), the extent of contribution by the approved dealer under the terms of this warranty is the statutory claims limit.
5. The time for which this warranty is valid is from the date of purchase for the period/mileage (whichever is sooner) as stated on the warranty record as defined.
6. To preserve the validity of this warranty the vehicle must be serviced and maintained as recommended by the vehicle manufacturer. Relevant proof of this must also be retained and will be required in the event of the claim.
7. When a repair is being carried out under the terms of this warranty, any parts replaced will become the property of the TOP GEAR TUNING dealer.
8. The warranty is invalidated if the vehicle is used for rallies, racing, pacemaking, reliability trials, scrambling, speed testing or track days without the written consent of the TOP GEAR TUNING dealer.
9. This warranty is invalidated if the odometer has been disconnected or tampered with.
10. The TOP GEAR TUNING dealer can specify the use of reconditioned or exchange units for any repairs carried out as a result of a valid claim within the terms of this warranty.
11. There is no limit on the number of claims made under this warranty, apart from the total value of claims shall not exceed £10,000 including VAT.
12. This warranty only covers mechanical or electrical breakdown to vehicles within the United Kingdom or Great Britain and Northern Ireland, and is extended to cover other member states of the EU for up to thirty days during the period of cover under warranty.

13. The warrantors or their representatives have the right at all reasonable times to have access to the motor vehicle to run diagnostics.
14. Any alteration or modification to the vehicle, apart from routine service or maintenance as stated in the vehicle manufacturer's recommendations after the fitting of the TOP GEAR TUNING product, shall invalidate this warranty.
15. Only the customer has any right (whether under the contracts right of third parties act 1999) or otherwise to enforce this warranty.
16. The due observance and fulfilment of the terms and conditions contained in this warranty or endorsed hereon, in so far 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.
17. The warranty only applies in the event and to the extent that a manufacturer's warranty claim is denied for a legally valid reason as a direct result of the TOP GEAR TUNING product having been installed.

## Components Covered

All mechanical or electrical components, when covered by the manufacturer's warranty, are covered by this warranty if all of the terms and conditions of this warranty are fully complied with, subject to the general exclusions and definitions.

### **General Exclusions**

1. Any claims as a result of gradual deterioration through wear and tear.

2. Any claims as a result of foreign material introduced into the fuel or cooling system.
3. Failure wholly or partly due to an accidental, abuse or negligence damage and intentional act or wilful neglect by the customer, intentional overloading of the motor vehicle, and any experiments involving the imposition of any abnormal conditions.
4. Vehicle recovery.
5. Loss of use of the vehicle, or other consequential or economic loss, penalties for delay or detention, or in connection with the guarantees of performance of efficiency other than the mechanical or electrical breakdown of the motor vehicle directly attributed to the installation of the TOP GEAR TUNING product and where the cost of the repair has been refused for legally valid reasons by the vehicle manufacturer.
6. The failure of any part not fitted originally to the vehicle and not fitted by the TOP GEAR TUNING dealer, or the failure of any part arising as a result of that fitting.
7. Any claim reported to the approved dealer or TOP GEAR TUNING more than 14 days after the failure happened.
8. The failure of any part occurring as a result of repairs carried out by anyone agreed by the approved dealer or TOP GEAR TUNING.
9. The failure of any part disclosed as faulty to the customer by the approved dealer prior to the installation/sale, or for which claim could be made under the manufacturer's warranty or as a result of a recall by the manufacturer.
10. The failure of parts arising from defective design or a manufacturing issue.
11. The cost of establishing preventative maintenance procedures or the cost of recall by the manufacture of the customer's motor vehicle or

any part of the cost of any alterations, additions, improvements or overhauls.

12. Any mechanical or electrical breakdown caused by the use of any tools or processes during any maintenance inspection, modification or overhaul, or due to fire or unconnected causes.
13. Any claim for mechanical or electrical breakdown under the terms of any other warranty manufacturer's guarantee or any insurance cover.
14. Any transport charges in the event that a replacement part is not available.
15. Any expenses incurred as a result of failure to meet current local legislation.

# Definitions

## **Breakdown**

(whether mechanical or electrical) means that the sudden or unforeseen breaking or burning out of a component of the motor vehicle directly as a result of the operation or installation of the TOP GEAR TUNING product warranted here, causing the vehicle to fail and requiring repair or replacement until normal operation can be resumed, providing the failed part was covered by the motor vehicle manufacturers warranty and turned down by them for a valid legal reason due only to the operating or installation of the TOP GEAR TUNING product.

## **Period of warranty - means the lesser of:**

- a. 12 months from the date of installation of the TOP GEAR TUNING product to the motor vehicle by a TOP GEAR TUNING approved dealer.
- b. 35,000 miles as measure on the motor vehicle odometer from the date of installation of the TOP GEAR TUNING product by a TOP GEAR TUNING approved dealer or completion of 100,000 miles in total travelled by the vehicle from new.

## **Claims limit**

The liability under this warranty shall not exceed £10,000 (ten thousand pounds) including VAT.

## **Customer**

To the owner of the vehicle to which TOP GEAR TUNING product has been fitted, and who lives in the United Kingdom of Great Britain and Northern Ireland.

## **TOP GEAR TUNING products**

A vehicle performance-modifying chip fitted in an Electronic Control Unit or the installation of new software to an existing ECU by a TOP GEAR TUNING approved dealer; that is designed to increase horsepower, torque and overall driving performance.

## **Motor vehicle**

A motor vehicle categorized in the UK as private, or PLG, or LGV, the unladen weight of which does not exceed 3,500 kg and motorhomes categorised as private HGV up to 5,000 kg unladen weight and has no more than 8 passenger seats, which as TOP GEAR TUNING product has been installed.

## **Approved dealer**

An approved person who has been trained by TOP GEAR TUNING and who is accredited by TOP GEAR TUNING to fit a TOP GEAR TUNING product obtained from TOP GEAR TUNING and who is authorised by TOP GEAR TUNING to supply this warranty.

## **Warrantor**

TOP GEAR TUNING LTD

# How to claim

1. Make sure you have satisfied all the requirements of this warranty.
2. Contact the approved TOP GEAR TUNING dealer, discuss the issue and follow their instructions and advice.
3. In the event of anything giving rise, resulting in a claim, the customer shall make sure no further damage occurs to the motor vehicle. The warrantors shall not be liable for any further damage as a result of the continued use of the motor vehicle.



4. The customer shall provide a statement with details of the damage to the motor vehicle, and the costs, before any repair work is agreed. An assessor may be appointed to investigate any claims agreed.
5. The customer shall supply such vouchers, proofs, explanations and other evidence as may be reasonably required by the warrantors, together with a statutory declaration, if required by TOP GEAR TUNING.
6. The approved TOP GEAR TUNING dealer of TOP GEAR TUNING may at their discretion repair, reinstate, or replace or reimburse for any mechanical or electrical breakdown covered by this warranty.

***When making the claim, ALWAYS contact the approved dealer initially. If you have any questions about this warranty, a helpline number is available from your approved dealers, or TOP GEAR TUNING.***