

## **TERMS & ACTIVATION**

PURCHASER INFORM	IATION						
Customer Name:		E-mail:				Phone Number:	
Address:		City:			State:	Zip Code:	
Purchase Date: Supercharger P/N:		rger P/N:	Supe		Supercharger S	percharger Serial Number:	
VEHICLE INFORMATION	NC						
Year:	<b>:</b> :		Model:				
VIN:			Odometer Reading (At Supercharger Install):				
In-service Date:			Date of	Date of Supercharger Install:			
INSTALLER INFORMA	TION						
Name of Business:		Installer Name:		er Name:			
Address:		City:			State:	Zip Code:	
Phone: ASE Certification N			cation Nur	imber ( <i>if applicable</i> ):			
Term: 36 Months / 36,000 Miles  Time Measured from Vehicle Original In-Service Date. Mileage Measured from ZERO (0).  I have read the entire limited warranty document, pages one through five, and fully understand the provision and limitations of this contract.  I understand that this warranty is secondary to all original manufacturers' warranties and that all initial warranty claims must be processed through the original factory warranty. If the factory warranty claim is readjusted as a result of the installed Magnuson							
Products, LLC Supercharger System, a warranty claim can be initiated through Magnuson Products, LLC.  To activate this warranty you must return to Magnuson Products, LLC, the completed front page of this warranty declaration along with your paid service order installation receipt, which includes your vehicle identification number (VIN), WITHIN THIRTY (30) days of the service order installation date. If the required documentation is not received within THIRTY (30) days of installation date, this contract is not valid. Make a photocopy of this documentation before you send it to: Magnuson Products, LLC, Attn: Magnuson Supercharger Warranty, 1990 Knoll Drive, Suite A, Ventura, CA 93003.  PLEASE READ THIS LIMITED WARRANTY CAREFULLY. THIS LIMITED WARRANTY CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND MAGNUSON PRODUCTS, LLC AND TAKES PRECEDENCE OVER ANY ORAL OR OTHER WRITTEN STATEMENTS MADE TO YOU WITH RESPECT TO THE AMOUNT OF COVERAGE TO WHICH YOU ARE ENTITLED. IF THE VEHICLE IS NOT ELIGIBLE FOR THE PLAN, THIS LIMITED WARRANTY IS VOID.							
SIGNATURE				_ <u>D</u> A	TE		

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION: CALL (805) 642-8833



### **ELIGIBILITY**

In order for a vehicle to be eligible for the Magnuson Products, LLC limited powertrain warranty.

- The vehicle must have less than 36,000 miles on the odometer and the Magnuson Products, LLC Supercharger System must be installed within 3 years of the original in-service (purchase) date as determined by the manufacturer of the vehicle e.g. OASIS, GMVIS, Dealer Connect.
- The vehicle must be equipped with a Magnuson Products, LLC Supercharger System. Please visit the Magnuson Products LLC webpage for a complete list of eligible Magnuson Products, LLC Supercharger Systems by part number/application.
- The vehicle must be legally registered & insured by the applicant named on this Limited Powertrain Warranty, Terms & Activation document.
- The installation of the Magnuson Products, LLC Supercharger System must be conducted by: a certified new car
  dealership, a certified Magnuson Products, LLC installer, or by an automotive service technician certified by the Institute
  for Automotive Service Excellence (ASE) as an automotive repair facility with a valid business license.

### **WARRANTY TERM**

The contract term shall be for 36 months/36,000 miles, whichever occurs first. The term of months shall be counted from the vehicle's original in-service dates. In order to determine the in-service date for your vehicle, you may: request it from a new car dealer for your make of vehicle, order a CarFax report, or call (805) 642-8833 and request the date for a fee of \$9. Mileage shall be measured from ZERO (0). The coverage under this contract will only be activated provided you submit the applicable documentation to Magnuson Products, LLC within THIRTY (30) days of the Magnuson Products, LLC Supercharger System installation date.

## **WARRANTY ACTIVATION**

In order to activate the coverage under this warranty, you must return the completed first page of this declaration, along with your paid service order installation receipt (which includes your vehicle identification number (VIN) to Magnuson Products, LLC Attn. Magnuson Supercharger Warranty, 1990 Knoll Drive, Ventura, CA 93003, within THIRTY (30) days of the service order installation date. If the stated items are not received within THIRTY (30) days of the service order installation date, this contract is not valid. Make a photocopy of this document along with all other supporting documents before submitting. A Magnuson Products, LLC warranty confirmation will be e-mailed to you for evidence of coverage.

## **WARRANTY COVERAGE**

This warranty is secondary to all other warranties and any manufacturers' recall that may be in effect.

Magnuson Products, LLC's **maximum liability per covered vehicle** over the term of this warranty is limited to \$16,500 which represents the total of the individual components group's liability as follows: engine components are covered to a maximum of \$12,500, transmission components are covered to a maximum of \$2,500, and rear axle components are covered to a maximum of \$1.500.

A replacement system or component(s) that has been installed in accordance with our instructions, assumes the remaining warranty of the original (replaced) system. If a system or any of its component(s) is/are exchanged, the replacement becomes your property and the returned system or component(s) becomes Magnuson Products, LLC's property. Component(s) provided by Magnuson Products, LLC to fulfill our warranty obligation must be used in the product for which warranty service is claimed.

### **Engine Components:**

**Covered:** Pistons, piston rings, piston pins, crankshaft and bearings, connecting rods and bearings, camshafts and bearings, timing chain and gears, intake/exhaust valves and seals, valve springs, oil pump, push rods, rocker arms, rocker arm shafts, lifters, SUPERCHARGER and supercharger system components up to maximum limit of \$12,500. If a failure of any of the above parts damages either the engine block or cylinder heads, a remanufactured long block assembly will be provided subject to the maximum limit of liability applicable.

**Non-Covered:** Any engine components not specifically listed, including but not limited to, factory electrical components, seals & gaskets (except cylinder head gaskets), finish on SUPERCHARGER; any parts, filters, fluids etc., that are required to be replaced as a part of your vehicle's normal maintenance schedule as published by the manufacturer.



## **Transmission Components:**

Covered: All internally lubricated parts within the transmission to the maximum limit of \$2,500.

**Non-Covered:** Failure of related parts external to the transmission which may cause a transmission claim including, but not limited to: electrical components; seal & gaskets; transmission coolers; levers; controls; any parts, filters, fluids, etc., that are required to be replaced as a part of your vehicle's normal maintenance schedule as published by the manufacturer.

#### Rear Axle Components:

**Covered:** Rear axle, ring gear, drive pinion, pinion shaft, differential, side gears, bearings, bearing cap, washers, slinger, axle shaft, housing and housing cover up to a maximum limit of \$1,500.

**Non-Covered:** Seals and Gaskets; any parts, filters, fluids etc., that are required to be replaced as a part of your vehicle's normal maintenance schedule as published by the manufacturer.

### **ADDITIONAL BENEFITS**

**RENTAL REIMBURSEMENT:** We will provide reimbursement for a rental vehicle from a licensed agency in the event of a covered incident. We will pay up to THIRTY FIVE (35) dollars for every day, or portion thereof, of approved labor time to complete the covered repair with a THREE (3) DAY maximum, not to exceed ONE HUNDRED FIVE (105) dollars. You must submit receipts to Magnuson Products, LLC for reimbursement. This coverage does not apply to service or parts delays or other time delays beyond our control or that of the repair facility.

## **EXCLUSIONS/LIMITATIONS/WARRANTY DISCLAIMER**

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY LAW, MAGNUSON PRODUCTS, LLC SPECIFICALLY DISCLAIMS ALL EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICUALAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF MAGNUSON PRODUCTS, LLC CANNOT LAWFULLY DISCLAIM ANY STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD AND THE WARRANTY COVERAGE DESCRIBED HEREIN.

THIS WARRANTY COVERS ANY DEFECTS IN OUR MATERIALS OR WORKMANSHIP AS WELL AS ANY FACTORY EQUIPMENT NOT COVERED BY THE FACTOR WARRANTY IF DEEMED THE DAMAGE WAS A DIRECT RESULT OF THE INSTALLED MAGNUSON PRODUCTS, LLC SUPERCHARGER SYSTEM; ALL OF WHICH IS VOID, IF THE DAMAGE IS RELATED TO, ARISES FROM, OR OCCURS DURING THE:

USE OF FUEL WITH OCTANE RATING LESS THAN 91 OCTANE ((R+M)/2 METHOD)

IMPROPER INSTALLATION, ABNORMAL OPERATION, ABUSE, NEGLECT, LACK OF MAINTENANCE OR LACK OF FLUIDS, OR DAMAGE RESULTING FROM A COLLISION. OPERATION OF SUCH AN IMPAIRED VEHICLE WILL VOID THIS WARRANTY. THE VEHICLE OWNER IS RESPONSIBLE FOR ENSURING NO FURTHER DAMAGE OCCURS ONCE A PROBLEM HAS OCCURRED.

COVERED COMPONENTS BEING TAMPERED WITH OR ALTERED FROM FACTORY SPECIFICATIONS (OEM OR MAGNUSON PRODUCTS, LLC) INCLUDING, BUT NOT LIMITED TO, THE REMOVAL OF THE SUPERCHARGER DRIVE PULLEY, FOR ANY REASON, AS EVIDENCED BY THE TAMPER PROOF LABEL, OR ALTERATION OF THE MAGNUSON-SUPPLIED CALIBRATION.

FAILURE TO PERFORM NORMAL MAINTENANCE AND/OR SERVICE RECOMMENDED OR REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR MAGNUSON PRODUCTS, LLC. AS APPLICABLE AS WELL AS ANY DAMAGE CAUSED BY ANY GRADUAL REDUCTION IN OPERATING PERFORMANCE (WEAR & TEAR).

ABUSE RELATED TO OVERLOADING, PCM RECALIBRATION, MISUSE, NEGLIGENCE, ROAD CONDITIONS, UNAPPROVED TIRE SIZE AND/OR TIRE COMPOUND, AND OTHER NON MAGNUSON PRODUCTS, LLC APPROVED MODIFICATIONS.

MAGNUSON PRODUCTS, LLC APPROVED MODIFICATIONS ARE LIMITED TO THE FOLLOWING: EXHAUST MODIFICATIONS BEYOND THE CATALYTIC CONVERTER (REFERRED TO AS CAT-BACK OR POST CAT); WHEEL AND TIRE MODIFICATIONS THAT ARE WITHIN FIFTEEN PERCENT (15%) OF OEM OR FACTORY EQUIPPED SIZE (MODIFIED TIRES ARE ONLY ALLOWABLE IF THEY ARE ONE HUNDRED PERCENT (100%) STREET COMPOUND).

ANY FLUIDS, LUBRICANTS, REGRIGERANTS, FILTERS OR FASTENERS UNLESS REQUIRED IN CONNECTION WITH REPAIR OR REPLACEMENT OF COVERED PARTS UNDER THE TERMS OF THIS WARRANTY; INCLUDING BUT NOT LIMITED TO SHOP SUPPLIES, MATERIALS CHARGES, HAZARDOUS WASTE CHARGES, STORAGE CHARGES OR MISCELLANEIOUS CHARGES ARE NOT COVERED.



ANY DAMAGES TO THE VEHICLE AND/OR MAGNUSON PRODUCTS, LLC SUPERCHARGER SYSTEM DURING THE INSTALLATION PROCEDURE, PARTICIPATING IN OR PREPARTION OF THE VEHICLE FOR OFF-ROAD AND/OR RACING (ON A TRACK OR OTHERWISE), FIRES, FLOOD, RIOTS, ACTS OF WAR OR TERRORISM, THEFT, VANDALISM, NATURAL DISASTERS, PHYSICAL DAMAGE, CONSEQUENTIAL DAMAGE AND ACTS OF GOD ARE NOT COVERED.

### **OBTAINING WARRANTY SERVICE**

To obtain warranty service on your vehicle up-fitted with a Magnuson Products, LLC Supercharger System, the vehicle must have an operational and accurate odometer, and the records of scheduled maintenance services performed at the intervals as stated on your manufacturer's maintenance schedule must be provided. It is highly recommended that you retain the maintenance receipts for your records, in the event of a claim. Such receipts must be on licensed repair facility forms or actual store receipts – hand written receipts will not be accepted.

Copies of the following documents must be submitted with your warranty claim: (a) your warranty confirmation, (b) vehicle maintenance records may also be requested at Magnuson Products, LLC's discretion.

#### **CLAIMS PROCEDURES**

When you present Magnuson Products, LLC with a valid, properly documented warranty claim during the Warranty Period, Magnuson Products, LLC will replace or repair the defective component(s) by this warranty. Magnuson Products, LLC reserve the right to improve or modify the SUPERCHARGER assembly in accordance with Magnuson Products, LLC current production specifications.

- If you suspect a warranted component has failed, please contact your installation dealer and Magnuson Products, LLC immediately on (805) 642-8833.
- 2. Prevent further damage you should use all reasonable means and precautions to protect your vehicle from further damage. This Contract will not cover damage caused by not securing a timely repair of the failed component.
- 3. You must return your vehicle to the dealer of original install unless otherwise authorized by Magnuson Products, LLC. Magnuson Products, LLC reserves the right to move the vehicle to a repair facility of its choice.
- 4. Instruct the repair facility that they must obtain an authorization number from Magnuson Products, LLC prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional exception amounts need prior approval. Magnuson Products, LLC reserves the right to inspect any component prior to claim approval.
- 5. You must authorize the repair facility to tear down the component for inspection and return to Magnuson Products, LLC before Magnuson Products, LLC will authorize repair or replacement of a failed component covered by this warranty. If the failed component is not covered under this warranty, the tear down and subsequent replacement costs will be solely your responsibility.
- 6. After you contact Magnuson Products, LLC, please review with the repair facility the components that will be covered for this claim.
- 7. A certified automotive dealership, a Magnuson Products, LLC certified installer, or automotive service technician certified by the Institute for Automotive Service Excellence (ASE) at an automotive repair facility with a valid business license must complete the repair and/or replacement of failed components, as specified in the Warranty Coverage section, during the term of this warranty provided you follow the activation procedure listed in the Warranty activation, as solely determined by Magnuson Products, LLC. Magnuson Products, LLC bases labor rates for repair or replacement services on All-Data labor time guides.
- Magnuson Products, LLC will provide the warranted part, or pay the repair facility directly, or reimburse you for the cost of authorized repairs performed on your vehicle. All repair orders and necessary documentation must be submitted to Magnuson Products, LLC within THIRTY (30) days to qualify for payment.

YOUR FAILURE TO CONTACT MAGNUSON PRODUCTS, LLC AND RECEIVE AN AUTHORIZATION NUMBER BEFORE ANY REPAIR WORK IS PERFORMED WILL VOID YOUR WARRANTY CLAIM.



#### **TRANSFERABILITY**

The Magnuson Products, LLC Limited Powertrain Warranty is not transferable to any subsequent owner.

## **CONSUMER PROTECTION LAWS**

This warranty is valid only in the United States and Canada. Some states and provinces do not allow the exclusion or limitation of certain damages or the duration of implied warranties or conditions so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary my state or province. The laws of the State of California will govern this warranty. Any action brought to enforce or interpret this warranty shall occur only in a court of the State of California having jurisdiction of Ventura, California, or in Federal District Court for the Central District of California.

### **MISCELLANEOUS**

NEITHER RESELLER NOR ITS EMPLOYEE, OR ANY EMPLOYEE OF MAGNUSON PRODUCTS, LLC IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY. MAGNUSON PRODUCTS, LLC RESERVES THE RIGHT TO MODIFY THIS LIMITED WARRANTY AT ANY TIME. HOWEVER, ANY SUCH MODIFICATION WILL NOT ALTER THE WARRANY CONDITIONS APPLICABLE AT THE TIME OF SALE.

#### NOTICE TO RESELLER

PLEASE SUPPLY A COPY OF THIS WRITTEN WARRANTY TO ANY CONSUMER WHO PURCHASES ANY SUPERCHARGER COVERED BY THIS WARRANTY.

### **CONTACT INFORMATION**

Magnuson Products, LLC Attn: Magnuson Products, LLC Warranty Department 1990 Knoll Drive Ventura. CA 93003

 $Website: \underline{www.magnusonproducts.com} \\ Phone Number: (805) 642-8833 \ Monday through Friday 8:00 \ am-5:00 \ pm \ PST$