



**MALLETT PERFORMANCE CARS LLC
LIMITED POWERTRAIN WARRANTY**

EFFECTIVE JANUARY 1, 2018

TERMS & ACTIVATION

PURCHASER INFORMATION

Customer Name:	E-mail:	Phone Number:	
Address:	City:	State:	Zip Code:
Purchase Date:	Supercharger P/N:	Supercharger Serial Number:	

VEHICLE INFORMATION

Year:	Make:	Model:
VIN:	Odometer Reading (At Supercharger Install):	
In-service Date:	Date of Supercharger Install:	

INSTALLER INFORMATION

Name of Business:	Installer Name:		
Address:	City:	State:	Zip Code:
Phone:	ASE Certification Number (if applicable):		

STANDARD COVERAGE

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 Mallett Performance Cars, LLC Supercharger System, a warranty claim can be initiated through Mallett Performance Cars, LLC.

To activate this warranty you must return to Mallett Performance Cars, 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: Mallett Performance Cars, LLC, Attn: Mallett Supercharger Warranty, 10228 Bailey Rd #205, Cornelius, NC 28031.

PLEASE READ THIS LIMITED WARRANTY CAREFULLY. THIS LIMITED WARRANTY CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND MALLETT PERFORMANCE CARS, 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

DATE

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION: CALL (216) 905-0029



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ELIGIBILITY

In order for a vehicle to be eligible for the Mallett Performance Cars, LLC limited powertrain warranty.

- The vehicle must have less than 36,000 miles on the odometer and the Mallett Performance Cars, LLC Supercharger System must be installed within 3 years of the original in-service (purchase) date as determined by the manufacturer of the vehicle.
- The vehicle must be equipped with a Mallett Performance Cars, LLC Supercharger System with standard pulley.
- The vehicle must be legally registered & insured by the applicant named on this Limited Powertrain Warranty, Terms & Activation document.
- The installation of the Mallett Performance Cars, LLC Supercharger System has been conducted in strict accordance with the installation manual provided.

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 or order a CarFax report. Mileage shall be measured from ZERO (0). The coverage under this contract will only be activated provided you submit the applicable documentation to Mallett Performance Cars, LLC within THIRTY (30) days of the Mallett Performance Cars, 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, if applicable, to **Mallett Performance Cars, LLC Attn. Mallett Supercharger Warranty, 10228 Bailey Rd #205, Cornelius, NC 28031**, 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.

WARRANTY COVERAGE

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

Mallett Performance Cars, LLC's **maximum liability per covered vehicle** over the term of this warranty is limited to \$12,000 which represents the total of the individual components group's liability as follows: engine components are covered to a maximum of \$5,000, supercharger components are covered for a maximum of \$3,000, 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 Mallett Performance Cars, LLC's property. Component(s) provided by Mallett Performance Cars, LLC to fulfill our warranty obligation must be used in the product for which warranty service is claimed.

Engine and Supercharger 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 up to a maximum of \$5,000, and SUPERCHARGER and supercharger system components up to maximum limit of \$3,000. 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.



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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: Axle(s), ring gear, drive pinion, pinion shaft, differential, side gears, bearings, bearing cap, washers, slinger, housing and housing cover up to a maximum limit of \$1,500.

Non-Covered: Seals, gaskets and driveshaft; 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.

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, MALLETT PERFORMANCE CARS, LLC SPECIFICALLY DISCLAIMS ALL EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF MALLETT PERFORMANCE CARS, 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 Mallett Performance Cars, LLC SUPERCHARGER SYSTEM; ALL OF WHICH IS VOID, IF THE DAMAGE IS RELATED TO OR ARISING FROM THE:

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

IMPROPER INSTALLATION, ABNORMAL OPERATION, ABUSE, NEGLIGENCE, 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 MALLETT PERFORMANCE CARS, LLC) INCLUDING, BUT NOT LIMITED TO, THE REMOVAL OF THE SUPERCHARGER DRIVE PULLEY, FOR ANY REASON, AS EVIDENCED BY THE TAMPER PROOF LABEL.

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

ABUSE RELATED TO OVERLOADING, OVERDRIVING, PCM RECALIBRATION, MISUSE, NEGLIGENCE, ROAD CONDITIONS, UNAPPROVED TIRE SIZE AND/OR TIRE COMPOUND, AND OTHER NON MALLETT PERFORMANCE CARS, LLC. APPROVED MODIFICATIONS. **MALLETT PERFORMANCE CARS, 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).



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ANY DAMAGES TO THE VEHICLE AND/OR MALLETT PERFORMANCE CARS, LLC SUPERCHARGER SYSTEM DURING THE INSTALLATION PROCEDURE, PARTICIPATING IN OR PREPARATION 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 Mallett Performance Cars, 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. Maintenance records must be submitted with your warranty claim.

CLAIMS PROCEDURES

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

1. If you suspect a warranted component has failed, please contact your installation dealer and Mallett Performance Cars, LLC immediately on (216) 905-0029.
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 Mallett Performance Cars, LLC. Mallett Performance Cars, 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 Mallett Performance Cars, LLC prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional exception amounts need prior approval. Mallett Performance Cars, 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 Mallett Performance Cars, LLC before Mallett Performance Cars, 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 Mallett Performance Cars, LLC, please review with the repair facility the components that will be covered for this claim.
7. Mallett Performance Cars, LLC, at its sole discretion, will provide the warranted part, or pay the repair facility directly, or reimburse you for the cost of parts as described in the Warranty. All repair orders and necessary documentation must be submitted to Mallett Performance Cars, LLC within THIRTY (30) days to qualify for payment.

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



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TRANSFERABILITY

The Mallett Performance Cars, 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 by state or province. The laws of the State of North Carolina will govern this warranty. Any action brought to enforce or interpret this warranty shall occur only in a court of the State of North Carolina having jurisdiction of Cornelius, North Carolina, or in Federal District Court for the Western District of North Carolina.

MISCELLANEOUS

NEITHER RESELLER NOR ITS EMPLOYEE, OR ANY EMPLOYEE OF MALLETT PERFORMANCE CARS, LLC IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY. MALLETT PERFORMANCE CARS, LLC RESERVES THE RIGHT TO MODIFY THIS LIMITED WARRANTY AT ANY TIME. HOWEVER, ANY SUCH MODIFICATION WILL NOT ALTER THE WARRANTY 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

Mallett Performance Cars, LLC
Attn: Mallett Performance Cars, LLC
Warranty Department
10228 Bailey Road, #205
Cornelius, NC, 28031
Website: www.mallettcars.com

Phone Number: (216) 905-0029 Monday through Friday 9:00 am – 5:00 pm EST