Dear APR Plus Customer,

This booklet outlines the limited powertrain warranty applicable to your vehicle. Please read this document carefully to understand your rights and obligations.

The APR Plus limited powertrain warranty has coverage that matches the term of your factory powertrain warranty.

APR Plus performance engine software is designed to work with the minimum gasoline octane rating required by the manufacturer for your vehicle. You can find this information listed on the inside of your fuel filler door. Despite this minimum, APR highly recommends the use of premium fuel (typically 91 or 93 octane depending on your location) for all APR Plus software.

If you have any questions about this limited powertrain warranty, please contact APR at:

aprplus@goapr.com

800-680-7921

Definitions

In this Limited Warranty, certain words appear in **bold print**; they have the following meanings:

"You" and "Your" - Means the warrantee shown on the Registration Page.

"We", "Us", and "Our" - Means APR, LLC., 4800 US Hwy 280 West, Opelika, AL 36801, who is the warrantor of this Limited Warranty.

"Your Vehicle" - Means the vehicle APR Plus performance engine software was purchased for.

"Breakdown" - Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

"Effective Date" - Means the date listed on your receipt of purchase for the APR Plus.

"Replacement Parts" - Replacement Parts may be new, remanufactured, or Replacement Parts of like kind and quality. The cost of repairs or replacements are not to exceed the actual cash value of the Vehicle immediately prior to Breakdown.

"Licensed Repair Facility" – Any Authorized APR Plus Dealer is eligible to make repairs on a vehicle with APR Plus.

What Is Covered

Engine: Cylinder Block, Cylinder Head(s) and all internal lubricated parts contained within the engine including: Pistons; Piston Rings; Connecting Rods, Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears; Guides; Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts.

Turbocharger/Supercharger: (Factory Installed Only) Turbocharger/Supercharger Housing and all Internal Parts.

Transmission: (Automatic or Manual) Transmission Case and all Internal Parts plus: Torque Converter; Automatic Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan, DSG Clutches and Basket.

Transfer Case: Transfer Case and all Internal Parts.

Drive Axle: (Front and Rear) Drive Axle Case; All Internal Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; Differential Cover.

What Is Not Covered

This Limited Warranty does not provide coverage:

- A. For any part not specifically listed under "What Is Covered".
- B. Manual transmission clutch (flywheel, flex plate, and disc)
- C. For a **Breakdown** caused by lack of proper maintenance.
- D. For a **Breakdown** caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, sale, environmental damage, contamination of fluids, fuels, coolants or lubricants.
- E. If the odometer of the covered **Vehicle** has stopped or been changed, or if the odometer has been altered in any way subsequent to purchase.
- F. If the vehicle identification number has been altered or cannot be read or if the vehicle has been declared a total loss or sold for salvage purposes.

- G. If Your Vehicle is rented to someone else.
- H. If **Your Vehicle** has had any unauthorized modifications or alterations. Unauthorized modifications include exhaust downpipes, race DPs, upgraded turbochargers and any non-APR powertrain modifications. Drivetrain modifications such as wheels, suspension and brakes are authorized for use with APR Plus.
- I. For consequential and incidental loss that results from a **Breakdown**.
- J. For storage charges, towing charges, or rental car fees.
- K. For a Breakdown due to misuse or abuse.
- L. For engine tune-up.
- M. For front suspension alignment.
- N. For a **Breakdown** resulting from racing, competitive driving, track events, or driver's education events.
- O. If **Your Vehicle** is used commercially or to carry passengers for hire, delivery, hauling, police or emergency service, snow removal, service or repair.
- P. To improve operating performance following normal wear and tear, or for any repair or replacement of any covered part if a **Breakdown** has not occurred, or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. This includes, but is not limited to, valve or ring repairs designed to improve engine compression or reduce oil consumption.
- Q. For a **Breakdown** caused by towing a trailer or another **Vehicle**, unless **Your Vehicle** is equipped for this as recommended by the manufacturer.
- R. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer. Further, coverage under this limited warranty is similarly limited in the event of a **Breakdown** if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- S. For **Breakdowns** that occurred prior to the **Effective Date**.

Limited Warranty Term and Territory

Coverage under this Limited Warranty begins on the effective date, and will expire according to the term (months/miles, whichever occurs first) of the original powertrain warranty on the vehicle.

This Limited Warranty applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

Your Responsibilities

Have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual except for engine oil changes. At the increased power level of APR Plus, APR recommends changing your vehicle's engine oil every six months or 5,000 miles, whichever comes first, to ensure the long term integrity of the engine. If **You** experience a **Breakdown**, **You** agree to:

- 1. Use all reasonable means to protect Your Vehicle from more damage.
- 2. Notify **Us** as soon as possible by calling toll-free 1-800-680-7921.
- 3. Furnish **Us** information as **We** may reasonably require.
- 4. Allow **Us** to arrange for the examination of **Your Vehicle** when **We** require such.
- 5. Incur only those expenses which **We** have authorized in advance.

What to do if you experience a Breakdown:

- 1. <u>Prevent Further Damage</u> Take immediate action to prevent further damage. This Limited Warranty will not cover the damage caused by not securing a timely repair when a **Breakdown** has occurred. The operator is responsible for observing vehicle warning lights and gauges, and taking appropriate action immediately. Failure to do so, may result in the denial of coverage.
- 2. <u>Take Your Vehicle to a Licensed Repair Facility</u> If Your Vehicle breaks down, take it back to the dealer that you purchased APR Plus from. If this is not possible, take Your Vehicle to any Licensed Repair Facility (You may contact Us by calling 1-800-680-7921 for help in locating a Licensed Repair Facility).
- 3. <u>Provide the Licensed Repair Facility or Us with a copy of Your Limited Warranty and/or Your Limited Warranty Number.</u>
- 4. Obtain Authorization from Us Prior to any repair being made, instruct the Service Manager at the Licensed Repair Facility to contact Us to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. We will provide authorization for covered repairs as soon as reasonably possible after such request for authorization is made, and within normal business hours. The amount We authorize is the maximum amount that will be paid for repairs covered under the terms of this Limited Warranty. Any additional amount must receive prior approval from Us.
- 5. <u>Authorize Teardown and/or Inspection</u> In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or teardown **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not

covered under this Limited Warranty. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.

6. <u>Review Coverage</u> - After **We** have been contacted, review with the Service Manager what will be covered by this Limited Warranty.

If your vehicle breaks down on the road:

<u>Follow the same steps as above</u>. If necessary, the <u>Licensed Repair Facility</u> will be paid, directly by **Us** on **Your** behalf. In some cases, **You** may need to pay the repair bill in full. If so, **You** will be reimbursed for the authorized cost of the repair. If **You** have any questions regarding claim procedures or coverages, please contact **Us** by calling 1-800-680-7921.

General Provisions

- 1. <u>Our Right To Recover Payment</u>: If **You** have a right to recover against another party for anything **We** have paid under this Limited Warranty, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.
- 2. <u>Transfer Of Protection</u>: **Your** rights under this Limited Warranty are specific to the VIN of the vehicle that APR Plus was purchased for. The Limited Warranty may be transferred to another individual if the vehicle is sold. This process is subject to a warranty transfer fee.
- 3. Other Terms: This Limited Warranty gives **You** specific legal rights and **You** may also have other rights which vary from state to state. **We** do not authorize any person to create for **Us** any other obligation or liability in connection with **Your Vehicle**.

The installation of APR Plus performance products may affect the vehicle manufacturer's new car limited warranty. The vehicle manufacturer's new car limited warranty may not apply to modifications to a vehicle or the installation of any performance accessories or components attached to the vehicle which substantially alter the original engineering and/or operating specifications, or which result in damage to other original vehicle manufacturer's components.

The duration of any implied warranties, including the implied warranty of merchantability and fitness for a particular use, is limited to the duration of the express warranties herein. **We** hereby exclude incidental and consequential damages, including loss of time, inconvenience, or loss of the use of the vehicle, for any breach of any express or implied warranty, including the implied warranty of merchantability and fitness for a particular use, applicable to the product.

- 1.) Some states do not allow limitations on how long an implied warranty will last, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not all apply to you.
- 2.) This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.
- 3.) The terms and conditions of this limited powertrain warranty are subject to change.