

Engine warranty given to consumers for the products:

**RaceChip RS, RaceChip RS +App,
RaceChip GTS, RaceChip GTS +App,
RaceChip GTS Black, RaceChip GTS Black +App.**

in Malaysia.

(Effective September 2020)

This engine warranty (the **“Warranty”**) is provided to you by Aces Performance Automotive (hereinafter referred to as the **“Warrantor”**) on the terms and conditions set out below. This Warranty applies in respect of the products: RaceChip RS, RaceChip RS +App, RaceChip GTS, RaceChip GTS +App, RaceChip GTS Black, RaceChip GTS Black +App only (this Warranty applies in respect of this product at no additional cost to you).

The above product 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 for your own personal use and non-commercial usage.

You must also complete our engine warranty form within 14 days after the delivery date of your purchase. This form can be accessed on the following website: <http://racechip.com.my/e-warranty/index.html>

Failure to send the completed warranty form to the Warrantor within the 14-days timeframe will disqualify you from submitting any claim(s) under this Warranty

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 submit a claim under this Warranty if ALL of the following conditions are satisfied:

- a. Damage is caused to one or more of the engine components and parts set out in the list in clause II.2 below (a “Qualifying Part”); and
- b. the relevant damaged qualifying part is installed in or is otherwise part of a qualifying motor vehicle (as defined in clause II.2 below); and
- c. the qualifying motor vehicle is registered in your name; and
- d. the damage occurs during the Warranty Period (as set out and defined in Part IV below); and
- e. the damage occurs as a direct result of the use of an Auxiliary Control Unit.

Satisfaction of all these conditions will hereafter be referred to as a "Covered Event of Damage".

2. The following list shall comprise the types of engine components and parts which are deemed qualifying parts and eligible for replacement or repair under the terms of this Warranty:

Intake manifold; drive shafts and/or drive shaft bearing; all internal parts of the engine that are linked to the oil circulation system; transmission (with the exception of the couplings and coupling parts integrated into the transmission); pistons; crankcases; crankshafts; crankshaft sprocket engine blocks; inlet and outlet valves including the valve guide; cylinder heads; cylinder liners; camshafts; camshaft sprockets; connecting rods.

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

3. Only motor vehicles which satisfy ALL the following conditions will qualify for this Warranty and be considered "Qualifying Motor Vehicles":

Motor vehicles which are registered in Malaysia; and

Motor vehicles that still maintain the balance of the existing factory warranty, or an odometer reading not exceeding 100,000 kilometers, whichever occurs first, at the time a Covered Event of Damage occurs; and

Motor vehicles which are exclusively used for private and non-commercial purposes only;

and

Motor vehicles in respect of which the 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 (for which supporting documents must be submitted).

III. Warranty coverage

1. If a covered event of damage occurs during the Warranty Period, this Warranty covers the cost of any repairs (parts and labor) to qualifying parts which are technically necessary, reasonably and genuinely incurred and for which supporting documents must be submitted up to the maximum aggregate sum of MYR30,000.00 for the Auxiliary Control Unit (i.e. the maximum claim covered under this Warranty for the Auxiliary Control Unit is MYR30,000.00) per covered event of damage. A MYR1,000.00 deductible will be assessed to the consumer for every Covered Event of Damage.

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 price value of the qualifying motor vehicle immediately prior to the occurrence of the covered event of damage (such trade price valuation to be conclusively determined by the Warrantor by reference to the Car Brand Manufacturer pricing guide). 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 loss. These types of indirect losses shall be expressly excluded from this Warranty.

IV. Warranty Period

The warranty period shall commence beginning with the original date of purchase of the Auxiliary Control Unit and shall end at the conclusion of one (1) year from the original date of purchase of the Auxiliary Control Unit, or an odometer reading of the motor vehicle not exceeding 25,000 kilometers counting from the date of purchase of the Auxiliary Control Unit, whichever occurs first.

V. Exclusions

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

- a. normal wear and tear of qualifying parts;
- b. damage resulting from using the covered vehicle in any forms of racing, race-like driving events (including related types of driving for training purposes);
- c. 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 behavior of the vehicle);
- d. damage resulting from the vehicle being exposed to axle or trailer loads higher than those stipulated by the manufacturer, or due to the permitted total weight of the vehicle being exceeded;
- e. damage caused by you disregarding the manufacturer's instructions in the operating manual regarding how to operate the vehicle;
- f. damage caused by you disregarding the terms of use for the Auxiliary Control Units and/or other instructions given by the Warrantor in the operating manual for the Auxiliary Control Units;
- g. damage caused by you, or a third party instructed by you, installing the Auxiliary Control Unit contrary to the Warrantor's specifications;
- h. damage resulting from using unsuitable fuels and other supplies, or from using fuels and other supplies not approved by the manufacturer of the vehicle, in particular (but not limited to) engine oil or any type of supplemental additive;
- i. damage resulting from an accident, i.e. a sudden unexpected and unintentional event where the vehicle suffers a direct mechanical impact from the outside, or from a traffic accident, i.e. a sudden event in road traffic where a risk of damage that typically exists in road traffic situations materializes;

j. damage resulting from fault by you or a third party – in particular, damage caused by improper use of the qualifying motor vehicle or the Auxiliary Control Unit or damage caused by willful 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 (kilometer or miles, as applicable) 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 whether a covered event of damage occurred.

4. A claim under this Warranty shall be excluded if the Auxiliary Control Unit is installed in a vehicle model not expressly approved by the Warrantor for that particular Auxiliary Control Unit.

VI. Procedure to be followed to make a claim

After a covered event of damage has occurred, the following provisions shall apply if you would like to make a 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:

ACES PERFORMANCE AUTOMOTIVE
M-G-36 Block M
Jalan PJU 1A/1
Taipan 2 Ara Damansara
47301 Petaling Jaya
Malaysia

You may also submit your claim to <http://racechip.com.my/contacts.html>

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

- a. the original sales receipt for the Auxiliary Control Unit;
- b. any written documents (e.g. original service history booklet from the qualifying motor vehicle manufacturer, original invoices or other suitable proof) validating that the regular maintenance and inspection work and care prescribed or recommended by the manufacturer of the qualifying motor vehicle was carried out; and
- c. a copy of a validated registration certificate for your qualifying motor vehicle (showing you as the registered owner on the vehicle of record).

3. 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, including but not limited to any diagnostic reports from the automotive dealership or ASE certified repair facility (specializing in your particular vehicle marque). Documentation submitted for the claim must illustrate and clearly identify the suspected damage to a covered component as indicated in clause II.2 above. The Warrantor may, at its own expense, appoint a third-party expert (an "Expert") to validate the suspected 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

The warranty is not transferable, as also indicated in clause II.2 above. I.e. the warranty is only valid for the person who is the purchaser of the Auxiliary Control Unit and to whose name the qualifying motor vehicle is registered.

VIII. Limitation period for warranty claims

You must notify the Warrantor of your claim without undue delay in accordance with Part VI of this Warranty. However, for the avoidance of doubt, claims arising from this Warranty shall become time-barred (i.e. you will no longer be able to make a claim) 3 months following (i) the end of the year in which the respective claim arose or (ii) the date you obtained knowledge of the circumstances giving rise to the claim, whichever is later.

IX. Third Party Rights

This Warranty is between you and the Warrantor. No one other than a party to this Warranty, their successors and permitted assignees shall have any right to enforce any of its terms.

X. Governing law and jurisdiction

This Warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malaysia.

The Warrantor is under a legal duty to supply products that conform in all material respects with their description and are free from material defects in design, material and workmanship. This Warranty is in addition to, and does not affect, your legal rights in relation to Auxiliary Control Units that are faulty or not as described. Advice about your legal rights are available from the Tribunal for Consumer Claims Malaysia.

XI. Final provisions

For the avoidance of doubt, nothing in this Warranty shall restrict or exclude the Warrantor's liability in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation, loss or damage arising from defective goods or any other matters which cannot be excluded by law.