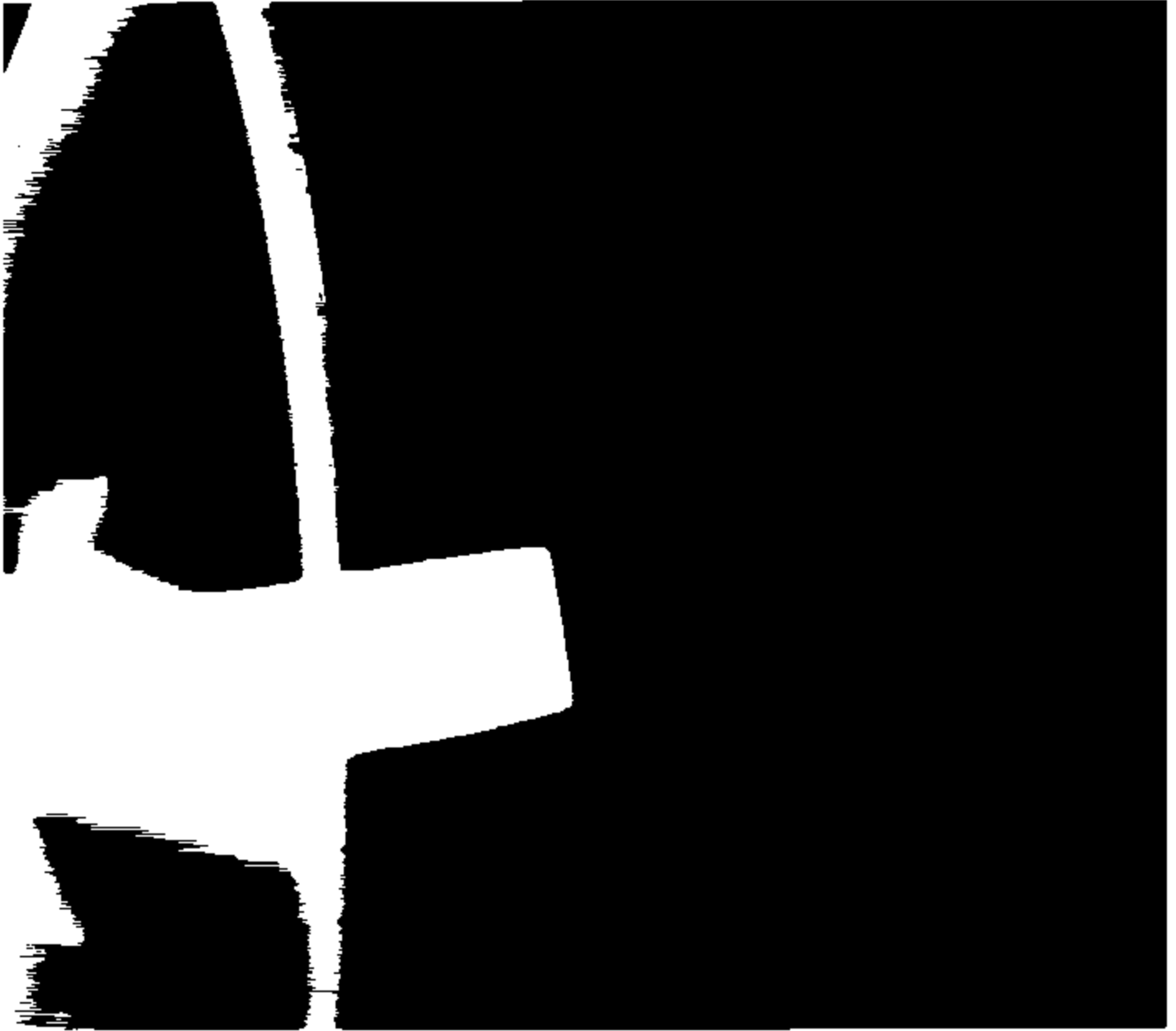


Damaged (bent) rim assembly.



Damaged (cut) tire.



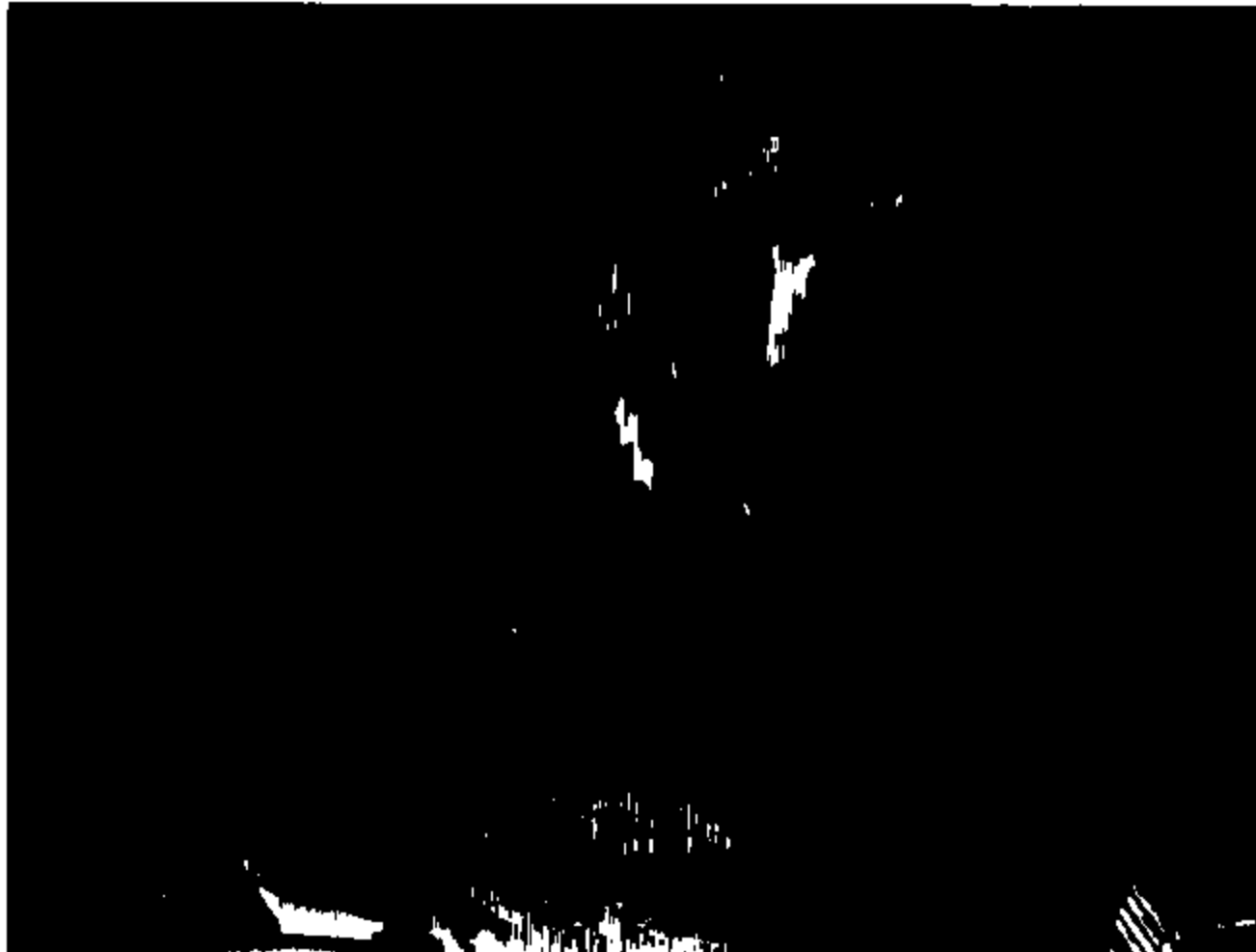
"Mushroomed" (deformed/bent) shock/strut tower bolted connections.



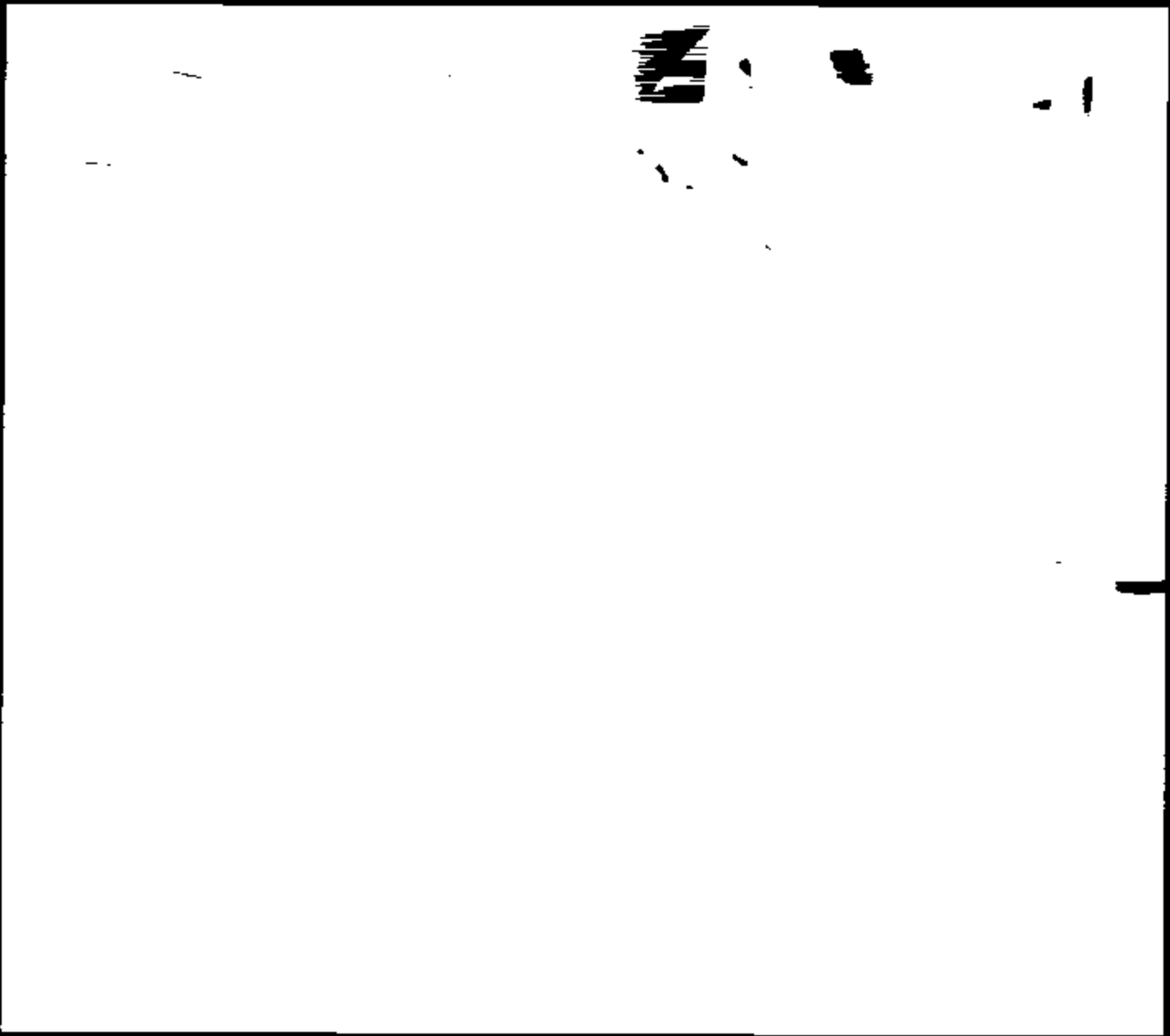
"Mushroomed" (deformed/bent) shock/strut tower bolted connections.



Damaged (bent) rim assembly.



Damaged (scraping) of undercarriage.



"Mushroomed" (deformed/bent) shock/strut tower bolted connections.

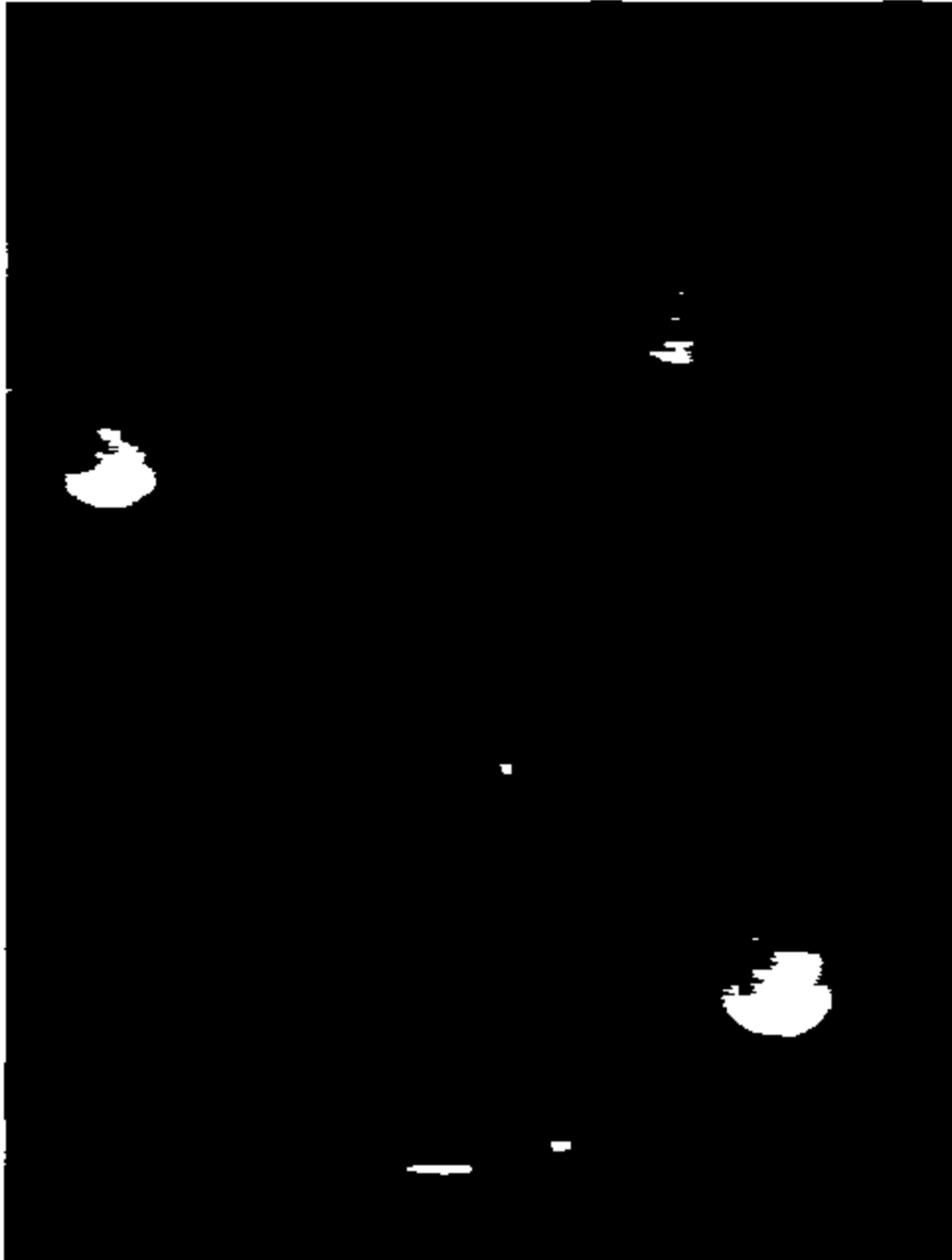
"Mushroomed" (deformed/bent) shock/strut tower bolted connections.



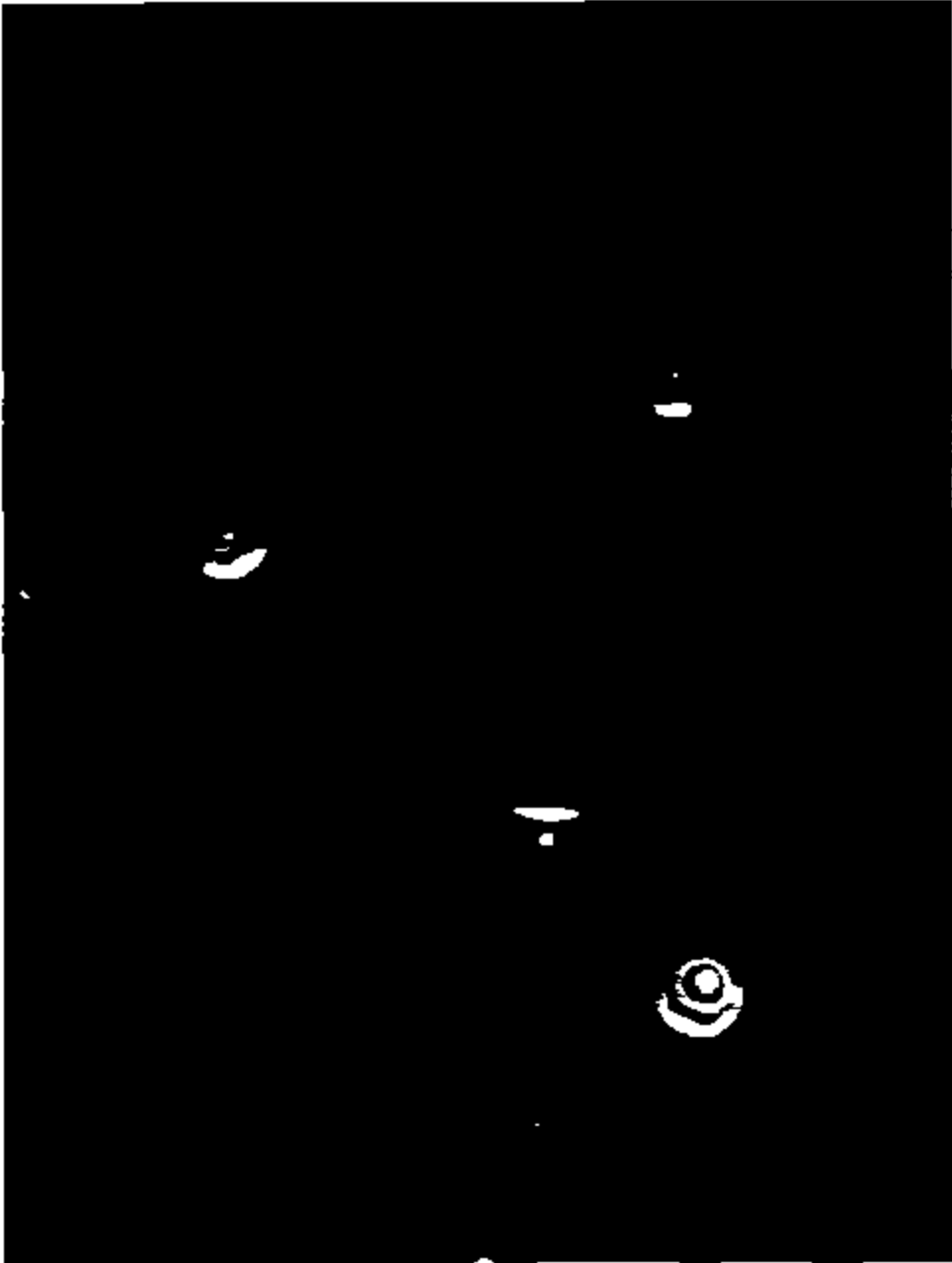
Undamaged shock/strut tower – Bolted connections are planar and aligned.



Undamaged shock/strut tower – Bolted connections are planar and aligned.



Undamaged shock/strut tower – Bolted connections are planar and aligned.



Undamaged shock/strut tower - Bolted connections are planar and aligned.

Dealer

Century West BMW

4845 Lankershim Blvd
Universal City
Ca 91608, USA
No. 020288

Order number:

Key number:

Contact for
Queries:DIS:Basic system: CD32.0 V32.02.01
DIS Programme V 32.0 (14/01)
US
USAVehicle

Type: MINI COOPER_S_W11_COUPE USA_LHD 2003_00

VIN (chassis no.): [REDACTED]

Total distance traveled: 18026_mil

Identification: Automatic

Start Diagnosis: 12.10.2004, 12:45

Short test:

No.	Result	System	Inspection code	Values
1.		DME Digital Motor/Transmission Electronics 2		msa2k
2.		EWS Electronic Immobilizer		msa3
3.	X	ABS/ASC/DSC Dynamic Stability Control		dac_mis60
4.		EPS Electro-hydraulic steering assistance		shper60
5.		LEW Steering-angle sensor		lwa5_1b
6.		DSP Digital Sound Processor		dsp_r30
7.		IHKA Heated/automatic A/C control		ihkar60
8.		KOM Instrument cluster		komb60i
9.		KOM Additional Instruments		rip
10.	X	MPS Multiple Restraint System IV		msa4
11.		RAD Radio		radio
12.		SHD Sliding/lifting sunroof module		shd45_2
13.	X	ZKE Central body electronics BC1 (Redesign)		bc1rd
14.		MFL Multifunction steering wheel		mlr60
15.		DSC Dynamic Stability Control		

Test plan Start of diagnosis

DIS test plan

ZKE - 3D Unlocking drive, rear lid, or open circuit - Currently not present - Fault frequency 3

- Drive, tailgate B5128_R50HKA

ZKE - 0A Power window: open circuit, electric motor, or relay, passenger's door - Currently not present - Fault frequency 4

- Power window, passenger side B5133_R50FHBA

ZKE - 7B License-plate light or open circuit - Currently not present - Fault frequency 1

- License-plate light B5300_R50SL

MPS4 - 01 Crash-telegrens memory --- Currently not present - At least one crash telegram stored --- Frequency 1

- Power supply B5510_30018

MPS4 - 08 Side airbag, front right --- Currently present --- Resistance too high (read Service Information 510103952) - Fault frequency 1

- Side airbag, right B5510_30018

MPS4 - 0A Head airbag (ITE), right --- Currently present --- Resistance too high - Fault frequency 1

- Airbag, head area, right B5510_30017

D8C - 6E1F Vehicle identification no. different --- Fault currently not present

Calibration, vehicle identification number B3450_05E1F

D8C - 6E18 CAN connection to instrument cluster --- Fault currently not present

CAN connection, instrument cluster B3450_05E18

Can test plan

Comment

6577060200 SRS CONTR UNIT-INTERNAL ERROR
6577128000 PASSENGER AIRBAG SHORT CIRCUIT
65771380NA SIDE AIRBAG, FRONT (DRIVER'S SIDE) AIRBAG MALFUNCTION (SPI - CUSTOMER RELATIONS)
6577148000 SIDE AIRBAG, FRONT (PASSENGER'S SIDE) SHORT CIRCUIT
65771480NA SIDE AIRBAG, FRONT (PASSENGER'S SIDE) AIRBAG MALFUNCTION (SPI - CUSTOMER RELATIONS)
6577148100 SIDE AIRBAG, FRONT (PASSENGER'S SIDE) INTERRUPTION
6577218000 HEAD AIRBAG, FRONT (DRIVER'S SIDE) SHORT CIRCUIT
65772180NA HEAD AIRBAG, FRONT (DRIVER'S SIDE) AIRBAG MALFUNCTION (SPI - CUSTOMER RELATIONS)
6577218100 HEAD AIRBAG, FRONT (DRIVER'S SIDE) INTERRUPTION
6577228000 HEAD AIRBAG, FRONT (PASSENGER'S SIDE) SHORT CIRCUIT
65772280NA HEAD AIRBAG, FRONT (PASSENGER'S SIDE) AIRBAG MALFUNCTION (SPI - CUSTOMER RELATIONS)
6577228100 HEAD AIRBAG, FRONT (PASSENGER'S SIDE) INTERRUPTION
85990026TB BUY BACKS - AIR BAG SYSTEM (TREAD ACT)
85990026TQ QUALITY RELATED SPECIAL GOODWILL - AIR BAG SYSTEM (TREAD ACT)
85990026TR NON REPAIR SPECIAL GOODWILL - AIR BAG SYSTEM (TREAD ACT)

The Warranty:

The MINI Division of BMW of North America, LLC ("MINI Division"), provides limited warranties against defects in material or workmanship to the first retail buyer, and each subsequent purchaser, of U.S. specification vehicles imported by MINI Division. A limited warranty is defined as one in which some of the costs and responsibilities are shared with the customer. This limited warranty begins on the date of first retail sale or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

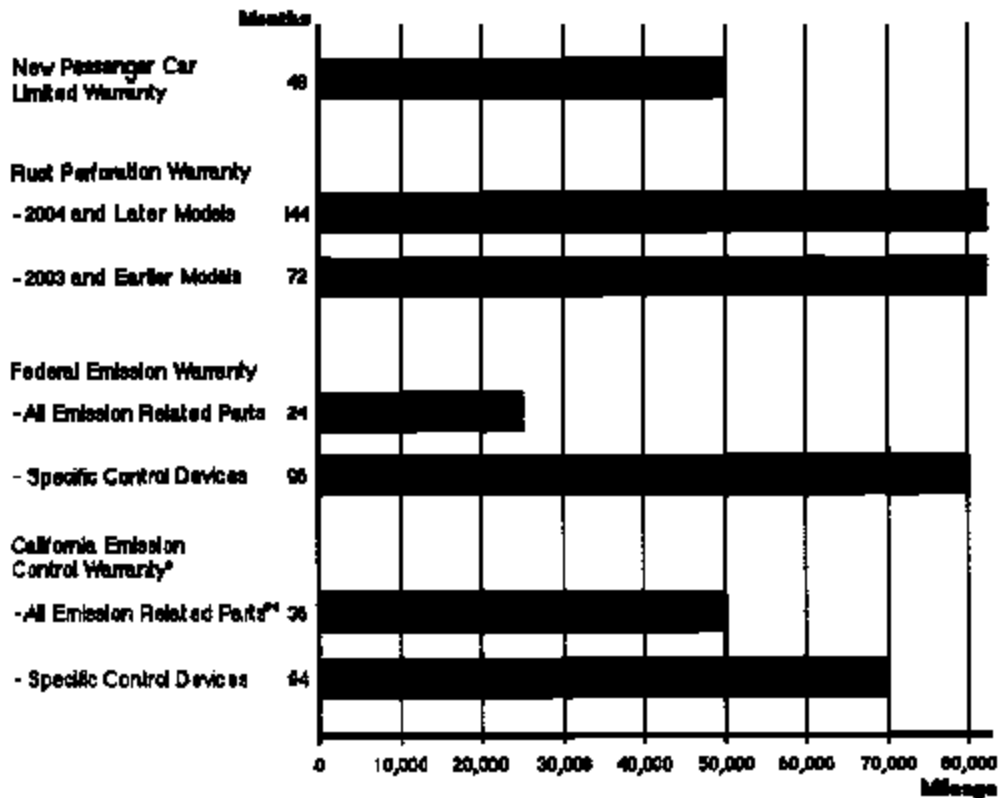
The Law:

The Magnuson-Moss Warranty-Federal Trade Commission Improvement Act is the federal statute which governs the administration of written warranties that apply to consumer products. The Act requires retailers to comply with certain regulations. It is strongly recommended that all authorized MINI Dealers become thoroughly familiar with the provisions of this statute as well as state or local statutes which may apply to new vehicle warranties.

Your Responsibilities

The Magnuson-Moss Act requires that warranty information be readily available to consumers at the time of sale. The Service and Warranty Information Booklet is supplied with each new vehicle involved. Dealer personnel must review the warranty coverages and maintenance requirements outlined in this booklet with each customer at the time of delivery (WPPM-2). The warranty statements related to the sale of parts and accessories must be posted at the retail parts and service counters. The warranty statements listed on the following pages define each limited warranty provided by MINI Division.

Coverage is for 2002 and later new passenger car models. Chart is for reference purposes only. For specific coverages, refer to the Service and Warranty Information booklet (see also Expired Coverage, WPPM - 5).



PLEASE NOTE: Vehicles placed in demonstrator service by an authorized MINI Dealer are eligible for a 3 month/5,000 mile extension to the 4 year/50,000 mile New Passenger Car Limited Warranty.

* The California Emissions Control System Limited Warranty applies to all 2002 and later U.S. specification MINI vehicles sold, leased, and/or registered in California, Maine, Massachusetts or Vermont.

Program:

Upon enrollment in this program by your Market Team, MINI Dealers may assist MINI customers on a case by case basis, when necessary, by self-authorizing goodwill repair costs for eligible repairs. Eligible repairs are repairs which would have been covered under the New Passenger Car Limited Warranty if the warranty had not expired and the goodwill repair would maintain customer confidence in MINI and its products.

This program includes three different types of Self Authorization:

- Repair Related Goodwill
- Rental Car Goodwill
- Non-Repair Related Special Goodwill

When determining the customer's eligibility for goodwill participation, several factors are important including: the cost of the repair, how long ago the warranty expired, has the vehicle been fully maintained, is this a multi-MINI owner, condition of the vehicle, has the customer endured unusual hardship, and will investing in the customer benefit the MINI brand.

Goodwill customer assistance is discretionary and not an obligation. The decision to participate requires good judgment by an experienced and professional manager.

Dealer participation in the Dealer Administered Self Authorization Program is at the sole discretion of the MINI Market Team. They will review those decisions that you have made whether it be repair related goodwill, rentals, or non-repair special goodwill. It is the dealer's responsibility to follow any recommendations provided by the Market Team when making future decisions.

Your MINI Market Team or the Warranty Department will remove dealers from the MINI Dealer Administered Customer Assistance Program if recommendations or action plans are not followed, the provisions of the program are violated, or good judgment is not observed.

Reason for Program:

1. Build the customer's confidence by meeting or exceeding their expectations to ensure customer satisfaction, product loyalty, and repeat sales.
2. Allow MINI Dealers to provide goodwill assistance to customers and communicate the decision promptly on a case by case basis for unusual situations.

Procedures:

1. Determine the eligibility for each repair on a case by case basis subject to the following limitations:
 - Time and mileage, service history, and condition of the vehicle are factors limiting the maximum percentage of MINI Division participation as follows:

Repairs On or After October 1, 2003:

Months Beyond New Passenger Car Limited Warranty	MINI Division Participation Limits
Up to and including 6 months	Up to 100% of total repair costs
Up to and including 12 months	Up to 50% of total repair costs

Repairs Before October 1, 2003:

Months Beyond New Passenger Car Limited Warranty	MINI Division Participation Limits
Up to and including 3 months	Up to 100% of total repair costs
Up to and including 6 months	Up to 75% of total repair costs
Up to and including 12 months	Up to 50% of total repair costs

Vehicles with up to 60,000 miles are eligible under the MINI Dealer Administered Customer Assistance Program based on the limits stated above.

- The Customer Assistance Program applies only to repairs that would have been covered under the New Passenger Car Limited Warranty. The New Passenger Car Limited Warranty begins on the date of first retail sale or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier. The elapsed time restrictions of this program are not extended for demonstrator vehicles.
 - In warranty vehicles or non-warranty repairs are not eligible for "Self Authorization". Field Authorization should be considered for these cases. Non-repair related and rental car goodwill claims are the only exceptions that are allowed during the New Passenger Car Warranty period. Maintenance work is not covered in this program.
 - The MINI Dealer may approve a maximum of three separate repair requests per VIN. Requests exceeding this limit require Market Team approval. One defect equals one repair request. Add on repairs do not constitute a customer request for assistance even when properly approved by dealer management and are not eligible under this program.
 - Vehicle must be a U.S. specification vehicle imported by the MINI Division or sold through the MINI Military Purchase Program.
 - The goodwill assistance must be for actual eligible repairs.
 - Dealers will be reimbursed for goodwill repairs at the warranty rate only. The entire repair will be at warranty rates if the MINI Division is paying any portion of the repair. Any remaining customer costs should be charged at warranty rates.
 - The self authorization of the dealer will be binding and only open to denial by MINI Division if the program guidelines are not followed.
2. The following items are excluded from the MINI Dealer Administered Customer Assistance Program:
- Vehicles in dealer inventory or the inventory of an Independent (Market Team authorization required).
 - New/pre-owned vehicles owned by other dealers (Market Team authorization required).
 - Repairs covered by any service or maintenance contract.
 - Repairs which should be covered by the vehicle owner's insurance.
 - Reimbursements for previously processed repairs or refused warranty claims.
 - Comebacks, ineffective prior repairs.
 - Paint work, body work.
 - Towing.
 - Repairs that are not submitted to MINI Division of BMW NA or refused by MINI Division of BMW NA.
3. Dealers participating in the Dealer Administered Customer Assistance Program may self-authorize claims for reimbursement of rental costs from independent rental agencies when:
- "MINI Dealer management believes that the situation warrants the use of a loaner vehicle, and, all MINI Service Loaner Program vehicles are in customer use."** Such situations may include a warranty repair required as the result of a mechanical breakdown that prevents normal or safe operation of the vehicle.
- MINI Division of BMW NA will allow reimbursement of actual invoiced rental up to a maximum of \$35.00 per day (plus tax) for a maximum of 5 days. The MINI agreement with Enterprise Rent-A-Car should be utilized to provide the best possible service to our customers.

Should Enterprise not be able to provide service to a Dealer, MINI will reimburse a rental from another nationally recognized rental agency, up to maximum of \$35.00 a day (plus tax), provided a comparable product has been supplied to the customer.

Reimbursement for a rental cost should be claimed under sublet (sublet code 4) using defect code 11 00 99 99 SA. An explanation of the sublet charges, including the total days and cost, must be provided in the comments section of the warranty claim.

Dealer self-authorized rental reimbursement requests should be included on the same claim as the warranty repair. A copy of the rental invoice must be attached to the repair order in the vehicle history file. All rental reimbursement claims are subject to periodic audit.

4. Dealers participating in the Dealer Administered Customer Assistance Program may self authorize special non-repair related goodwill claims as follows:
 - An amount not to exceed \$1000.00 on a one time basis per VIN, OR an amount up to one lease payment on a one time basis per VIN.
 - Claim comments must clearly state the problem with the vehicle and any other circumstances leading to the goodwill offer.
 - A repair order must be opened and all relevant documents must be attached to substantiate the amount of goodwill. For example, a copy of a lease payment, RO invoice, customer receipt, or proof of payment to the customer (such as copy of canceled check).

Reimbursement for special non-repair related goodwill should be claimed using defect code 85 99 00 05 SA.

5. All dealer self authorized Customer Assistance Program claims must be submitted via the Dealer Communication System (DCS) with the following information:
 - The authorization number field is left blank unless an authorization number has been provided by your Market Team. Do not submit an authorization request to your Market Team using the Field Authorization System (FAS) in DCS net. FAS is only used for authorization requests falling outside of this program.
 - The first eight digits of the defect code must identify the part that was defective and describe the defect. The last two digits of the defect code will always be SA unless otherwise specified by a Service Information Bulletin or DCS message. For example, a cracked cylinder head would have the defect code 11 12 03 01 SA. For rentals and non-repair related goodwill, use the special defect codes listed.
 - Repair Related Goodwill – eight digit repair defect code plus SA**
 - Rental Goodwill – 11 00 99 99 SA**
 - Non-Repair Special Goodwill – 85 99 00 05 SA**
 - The claim should be submitted using the established procedure of listing appropriate labor operations, parts and sublet, if any.
 - The line on the repair order and customer invoice relating to self-authorization needs to state: "Customer Goodwill provided by: your MINI name" and then go on to detail the repair in question. This is required for all self authorized repairs and claims under this program.
 - The claim comments need to describe the repair performed and identify the cost or percent participation split between MINI Division, the MINI Dealer and the customer.
 - If any of the parts used in the eligible repair have a core charge, the request for reimbursement of the core amount should be excluded from the goodwill. The credit for the core will be issued automatically through the DCS Warranty System. See Core Credit On Exchange Parts (WPPM-6).

Original Parts and Accessories For MINI Passenger Cars

Sold On or After April 1, 2003

The MINI Division of BMW of North America ("MINI") warrants the Original new and remanufactured parts and accessories it sells against defects in materials or workmanship for a period of 24 months commencing on the date of sale or installation by an authorized MINI passenger car dealer.

Sold Before April 1, 2003

MINI warrants the Original new and remanufactured parts and accessories it sells against defects in materials or workmanship for a period of 12 months commencing on the date of sale or installation by an authorized MINI Dealer.

Upon discovery of a defect in material or workmanship, the part or accessory sold or the vehicle in which the covered part or accessory is installed, shall be brought to any authorized MINI dealer of the product on which the defect has occurred to obtain service under this warranty. MINI passenger cars shall be serviced by dealerships that are subject to the Dealer Agreement For MINI Passenger Cars. The dealership will repair or replace the defective part or accessory without charge to the customer upon presentation of the original invoice/repair order verifying the date of sale or installation. The decision to repair or replace the part or accessory is made solely by the MINI Division of BMW NA.

The part or accessory replaced under the terms of this warranty shall become the property of MINI Division.

This warranty does not apply to:

- Damage resulting from negligence, improper installation or lack of maintenance, flood, accident or fire.
- Damage resulting from modifications which alter the original engineering and/or operating specifications of the vehicle, part or accessory.
- Failure due to external influences.

This warranty shall become null and void if the part or accessory sold or installed is damaged as a result of the vehicle's use in competitive driving or racing.

The MINI Division of BMW NA will from time to time sell parts and accessories with warranty coverage different than that which is stated above and those items are, therefore, not covered by this limited warranty. Refer to the applicable limited warranty for those items.

The duration of any implied warranties, including the implied warranty of merchantability, is limited to the duration of the express warranty herein. The MINI Division of BMW NA hereby excludes incidental and consequential damages, including loss of time, inconvenience or loss of use of the part, accessory or vehicle, for any breach of any express or implied warranty, including the implied warranty of merchantability, applicable to this product.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

2002 and Later Models

MINI New Passenger Car Limited Warranty - 2002 and Later Models (Valid only in the U.S.A. and Puerto Rico)

Warrantor

The MINI Division of BMW NA warrants 2002 and later U.S. specification vehicles distributed by the MINI Division BMW NA against defects in materials or workmanship to the first retail purchaser, and each subsequent purchaser.

Warranty Period

The warranty period is 48 months or 50,000 miles, whichever occurs first.

Warranty Begins

This warranty begins on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

Warranty Coverage

To obtain service under this warranty, the vehicle must be brought, upon discovery of a defect in material or workmanship, to the workshop of any authorized MINI Dealer, during normal business hours. The MINI Dealer will, without charge for parts or labor, either repair or replace the defective part(s) using new or authorized remanufactured parts. The decision to repair or replace said part(s) is solely the prerogative of MINI Division. Parts for which replacements are made become the property of MINI Division.

In all cases, a reasonable time must be allowed for warranty repairs to be completed after the vehicle is received by the authorized MINI Dealer.

Safety Belt Warranty - Kansas

Safety belts are covered under the MINI New Passenger Car Limited Warranty for defects in material or workmanship for a period of 10 years, unlimited mileage from the date of purchase. In order to be eligible for this coverage, the vehicle must be a new vehicle retailed in the State of Kansas and the repair performed by an authorized MINI Dealer in Kansas.

Towing/Other Owner Benefits

A 24-hour Roadside Assistance Program is available to every MINI owner during the MINI New Passenger Car Limited Warranty period.

Roadside assistance and other owner benefits are available by calling:

1-866-646-4772 (MINIRSA)

For additional details on towing and other owner benefits please refer to the MINI Roadside Assistance section of the Service and Warranty information Booklet for the applicable model year.

Other Items

Wheel alignment, balancing and wiper blade inserts are covered up to 2,000 miles.

Items which are subject to wear and tear or deterioration due to driving habits or conditions, such as brake pads/linings, brake discs, clutch disc, pressure plate, filters, upholstery, trim and chrome items, paint finish, drive belts, glass, and similar items, are specifically limited to defects in material or workmanship.

This warranty does not apply to the following:

Damage which results from negligence, improper operation of the vehicle, improper repair, lack of or improper maintenance, environmental influences, flood, accident or fire damage, road salt corrosion, or use of improper or contaminated fuel.

Maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tuneup parts, replacement of filters, coolant, and refrigerant.

Failure to maintain the vehicle properly in accordance with the instructions in the Owner's Manual or the Service Section of this Statement, that results in the failure of any part of the vehicle.

Modification of the vehicle or installation of any performance accessories or components attached to the vehicle which alters the original engineering and/or operating specifications or which result in damage to the other original components, electrical interference, electrical short, radio static, water leaks, and wind noise.

Tires are warranted by their respective manufacturer as detailed in the applicable tire manufacturer's warranty statements. Instructions for proper tire care and maintenance are contained in the Owner's Manual. Should you experience difficulty in obtaining warranty service from a tire manufacturer, your authorized MINI Dealer will assist you in resolving the difficulty.

Non-MINI Parts - While you may elect to use non-genuine MINI parts for maintenance or repair services, the MINI Division is not obligated to pay for repairs that include non-genuine MINI parts or for any damage resulting from the use of non-genuine parts.

MINI will not accept any liability for any parts and accessories not approved by MINI Division of BMW NA.

This warranty shall be null and void if the vehicle identification number has been altered or cannot be read, if the odometer has been replaced or altered and the true mileage cannot be determined, if the vehicle has been declared a total loss or sold for salvage purposes, or if the vehicle has been used in any competitive event.

General

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. THE MINI DIVISION OF BMW NA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Limited Warranty - Rust Perforation

2004 and Later Models

The MINI Division of BMW NA warrants this original vehicle against defects in materials or workmanship which will result in rust perforation of the vehicle body for a period of 12 years, without mileage limitation, commencing on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

2003 and Earlier Models

The MINI Division of BMW NA warrants this original vehicle against defects in materials or workmanship which will result in rust perforation of the vehicle body for a period of 6 years, without mileage limitation, commencing on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

To obtain service under this warranty, the vehicle must be brought, upon discovery of any rust perforation, to the workshop of any authorized MINI Dealer. This MINI Dealer will, without charge for parts or labor, either repair or replace the defective part(s). The decision to repair or replace said part(s) is solely the prerogative of the MINI Division of BMW NA. Parts for which replacements are made become the property of MINI Division.

REQUIRED MAINTENANCE:

In order to keep this warranty in effect, the vehicle must be inspected at every MINI Inspection I and II, or at least every two years.

The Inspection/Maintenance consists of:

- Repairing any damages to undercoating or paint due to stone chips, gravel erosion, scratches, or other external influences.

THIS INSPECTION/MAINTENANCE IS EXCLUDED FROM THE RUST PERFORATION LIMITED WARRANTY. ANY AREAS REQUIRING PREVENTATIVE MAINTENANCE MUST BE REPAIRED, AND ARE AT THE OWNER'S EXPENSE.

The MINI Division of BMW NA, makes no other express warranty on this product except the new vehicle warranty or the warranty as to the emission control system.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. THE MINI DIVISION OF BMW NA, HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any legal claim or action arising from any express or implied warranty contained herein must be brought within 12 months of the date it arises.

This warranty does not apply to the following:

- a. Damage caused by negligence, improper accident damage repairs, or improper use.
- b. Damage attributable to failure to perform required inspections/maintenance at the specified intervals or in accordance with the MINI rust inspection/maintenance program instructions. Proof must be provided by a paid invoice or filling in the appropriate boxes in the Service Section of the Service and Warranty Information booklet for the applicable model year.

MINI will not accept any liability for any parts and accessories not approved by the MINI Division of BMW NA.

This warranty shall be null and void if the vehicle identification number has been altered or cannot be read, if the odometer has been replaced or altered and the true mileage cannot be determined, if the vehicle has been declared a total loss or sold for salvage purposes, or if the vehicle has been used in any competitive event.

Federal Emissions System Defect Warranty (Valid only in the U.S.A. and Puerto Rico)

This warranty applies only to U.S. specification vehicles distributed by the MINI Division of BMW NA.

In accordance with the defect warranty provisions of section 207(b) of the Clean Air Act, MINI warrants to the first retail purchaser, and each subsequent purchaser, that the passenger car: (a) was designed, built and equipped so as to conform, at the time of sale, with all regulations of the U.S. Environmental Protection Agency applicable at the time of manufacture; and (b) is free from defects in materials and workmanship which would cause it to fail to conform with applicable regulations for a period of 2 years or 24,000 miles, whichever occurs first, except for specific emission control components (as listed on Page 33), for which the warranty period is 8 years or 80,000 miles whichever occurs first.

This warranty begins on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

Warranty claims must be made as soon as reasonably possible after a defect is discovered. To make a claim, the car must be brought to any authorized MINI Dealer during normal business hours.

The MINI Dealer will, without charge for parts or labor (including diagnosis), either repair or replace the defective part, if any. The decision whether to repair or replace said parts is solely the prerogative of the MINI Division of BMW NA and must be expected to correct the failure of the warranted part. Parts for which replacements are made become the property of the MINI Division. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the car is received by the MINI Dealer.

For assistance in determining which specific parts or components of your vehicle are covered under this warranty, please contact your MINI Dealer.

It is the owner's responsibility to have all scheduled inspection and maintenance services performed (at the owner's expense), as prescribed in the maintenance schedule for the MINI Emission Control System. Service intervals are computed by the onboard MINI service interval indicator and displayed on the instrument panel. The instructions for proper maintenance and use can be found in the Owner's Manual. It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be certified MINI Service Parts or MINI Authorized Remanufactured Parts. Without invalidating this warranty, the owner may elect to have maintenance, repair or replacement of the emission control systems performed by any automotive repair establishment, or elect to use parts other than certified MINI Service Parts. However, the cost of such service or parts will not be covered under this warranty, except in emergency situations. In an emergency situation, where an authorized MINI Dealer or a warranty replacement part is not reasonably available (within 30 days), repairs may be performed at any available service establishment using any equivalent part. The MINI Division of BMW NA will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed the MINI Division's rates for labor, parts, and diagnosis in said area) that are covered under this warranty. Replaced parts and paid invoices must be presented at an authorized MINI Dealer as a condition of reimbursement for emergency repairs not performed by an authorized MINI Dealer.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of the emission control system. If other than certified MINI Service Parts or MINI Authorized Remanufactured Parts are used for maintenance, repair or replacement of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to genuine MINI parts in performance and durability. The MINI Division of BMW NA assumes no liability under this warranty with respect to parts other than genuine MINI parts.

However, the use of non-MINI replacement parts or non-EPA certified parts does not invalidate the warranty on other components, unless non-MINI parts or non-EPA certified parts cause damage to warranted parts.

What is not covered

This warranty does not cover malfunctions caused by any of the following: accident, flood, misuse, improper adjustment, modification, alteration, tampering, disconnection, improper or inadequate maintenance, use of leaded fuel or fuels containing more than 10% ethanol, or other oxygenates with more than 2.8% oxygen by weight (i.e., more than 15% MTBE or more than 3% methanol plus an equivalent amount of co-solvent).

The replacement of maintenance parts, such as spark plugs, filters and similar items used in required maintenance services, the repair or replacement of maintenance parts beyond the first required inspection/maintenance, or if the part has been replaced earlier for reasons other than it being defective.

The car or any part of the car unless a failure causes the car to fail to conform to applicable emission regulations.

Any car on which the odometer has been replaced or altered and the true mileage cannot be determined.

The car, if the vehicle identification number is altered or cannot be read, or if the car has been declared a total loss or sold for salvage purposes.

General

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. THE MINI DIVISION OF BMW NA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. Additionally, if you are a California, Massachusetts or Vermont resident and your vehicle is registered in that state, your vehicle is eligible for California Emissions Warranty coverage.

These federal warranty provisions also apply to all vehicles sold in all U.S. states and territories regardless of whether a state has enacted state warranty provisions that differ from the federal provisions.

Federal Emissions Performance Warranty (Valid only in the U.S.A. and Puerto Rico)

In those states and jurisdictions that have established periodic vehicle emissions tests to encourage proper vehicle maintenance and require the car to pass an emissions test approved by the U.S. Environmental Protection Agency and:

1. The passenger car was distributed by the MINI Division of BMW NA; and
2. The car has been maintained and operated in accordance with the instructions for proper maintenance and use set forth in the Owner's Manual supplied with the car; and
3. The car fails to conform to the applicable emissions standards of the EPA as judged by an EPA

approved emissions test; and

4. The failure to conform results or will result in the owner of the car having to bear a penalty or other sanction (including the denial of the right to use the car) under local state or federal law if the non-conformity is not remedied within a specified period of time.

Then, in accordance with the provisions of section 207(b) of the Clean Air Act, MINI Division of BMW NA warrants that if the car is eligible for coverage under this warranty, any non-conformities in the car, which cause it to fail an EPA-approved emissions test, will, without charge for parts or labor (including diagnosis), be adjusted, repaired, or replaced, at the option of the MINI Division of BMW NA to proper specifications, in order to make the car comply with applicable emissions standards. The decision to adjust, repair or replace parts is solely the prerogative of the MINI Division and must reasonably be expected to correct the failure of the warranted part.

This limited warranty begins on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier. This limited warranty continues for a period of 2 years or 24,000 miles, whichever occurs first, except for specific emissions control components (As listed on Page 33), for which the warranty period is 8 years or 80,000 miles whichever occurs first.

This limited warranty is made subject to the terms and conditions that apply to the Emission Control System Warranty and the MINI New Passenger Car Limited Warranty.

No claim under this warranty will be denied on the basis of use of a properly installed EPA certified emission part for maintenance and repair.

A vehicle manufacturer may deny an emission performance warranty claim on the basis of an uncertified replacement part used in the maintenance or repair of a vehicle only if the vehicle manufacturer presents evidence that the uncertified replacement part is either defective in materials or workmanship or not equivalent from an emission standpoint to the original equipment part.

Maintenance, replacement, or repair of emission control devices and systems may be performed by any automotive repair establishment or individual using any certified part.

Immediately after the car has failed an EPA approved emission short test, your claim can be made at any authorized MINI Dealer. The MINI dealer will honor or deny your claim within the time period specified by local or state laws (not to exceed 30 days), to avoid further penalties or sanctions. If the claim is denied, the MINI dealer will notify you in writing of the reason(s). The authorized MINI dealer is required by law to honor the claim if notice of denial is not received by the owner within the specified time period.

You may obtain further information concerning the emission warranties, or report violations of warranty terms, by contacting the Manager, Certification and Compliance Division (6405J), Warranty Claims, Environmental Protection Agency, Arlen Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460.

The following systems are covered by the Federal Emission Performance Warranty for a period of two years or 24,000 miles, whichever occurs first. The specific systems may vary according to model, therefore, all of the systems listed may not be used on your vehicle. For assistance in determining which systems and specific components within these systems apply to your vehicle, please contact your MINI Dealer.

AIR INDUCTION SYSTEM

FUEL METERING SYSTEM

IGNITION SYSTEM

POSITIVE CRANKCASE VENTILATION SYSTEM (PCV)

FUEL EVAPORATIVE CONTROL SYSTEM

EXHAUST SYSTEM

ENGINE EMISSION CONTROL SYSTEM SENSORS/DEVICES

ON BOARD DIAGNOSTIC SYSTEM (OBD)

RELATED PARTS ASSOCIATED WITH THE ABOVE SYSTEMS

The following components and/or system are/is covered under the Federal Emission Performance Warranty for a period of 6 years or 80,000 miles, whichever occurs first.

CATALYTIC CONVERTER

ENGINE CONTROL MODULE (INCLUDING ONBOARD DIAGNOSTIC SYSTEM)

For assistance in determining coverage of the specific components of the on-board diagnostic system, please contact your MINI Dealer.

California Emission Control Warranty Statement* **Your Warranty Rights and Obligations**

The California Air Resources Board and the MINI Division of BMW NA are pleased to explain the emission control system warranty on your 2002 and later vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. The MINI Division of BMW NA must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and engine computer. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, the MINI Division will repair your vehicle at no cost to you including diagnosis, parts and labor.

Manufacturer's Warranty Coverage:

- For 3 years or 50,000 miles whichever occurs first:
 1. If your vehicle fails a Smog Check Inspection, all necessary repairs and adjustments will be made by the MINI Division to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
 2. If any emission-related part on your vehicle is defective, the part will be repaired or replaced by the MINI Division. This is your short-term emission control system **DEFECTS WARRANTY**.
- For 7 years or 70,000 miles whichever occurs first:

If an emission-related part listed in this Warranty Section specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by the MINI Division. This is your long-term emission control system **DEFECTS WARRANTY**.

Owner's Warranty Responsibilities:

- As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. The MINI Division recommends that you retain all receipts covering maintenance on your vehicle, but the MINI Division cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- You are responsible for presenting your vehicle to an authorized MINI Dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- As the vehicle owner, you should also be aware that the MINI Division may deny your warranty coverage if your vehicle or part has failed due to abuse, neglect, improper maintenance or

unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact:

MINI Division of BMW NA
Customer Relations Department
PO. Box 1227
Westwood, N.J. 07875-1227

Telephone: 1-866-ASK-MINI (275-8464)
Email: MINI.assistance@askMINIUSA.com

or the

California Air Resources Board
9528 Telstar Avenue
P.O. Box 8001
El Monte, CA 91731

- * The California Emissions Control System Limited Warranty applies to all 2002 and later U.S. specification MINI vehicles sold, leased, and/or registered in California, Maine, Massachusetts or Vermont.

California Emission Control System Limited Warranty*

This warranty applies to California certified vehicles distributed by the MINI Division of BMW NA, registered and operated primarily in California.

The MINI Division of BMW NA warrants to the original purchaser and each subsequent owner that the vehicle is:

- (a) designed, built and equipped so as to conform with the applicable California Air Resources Board emission standards.
- (b) free from defects in materials and workmanship which cause any part that can affect emissions to fail to conform with applicable requirements or to fail a California Smog Check test or EPA approved short test for a period of 3 years or 50,000 miles, whichever occurs first.
- (c) free from defects in materials and workmanship in emission related parts, which are contained in the California Emission Control System Limited Warranty Parts List on page 37, for a period of 7 years or 70,000 miles, whichever occurs first.

This limited warranty begins on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

To obtain service under this warranty, the vehicle must be brought, upon failure of a Smog Check test or upon discovery of the defect, to the workshop of any authorized MINI dealer, during normal business hours. The MINI dealer will honor or deny your claim within 30 days. If the claim is denied, the MINI dealer will notify you in writing of the reason(s). The MINI dealer is required by law to honor the claim if notice is not given to the owner within 30 days.

The MINI Dealer will, without charge for parts or labor (including diagnosis), either adjust, repair or replace the defective part and other parts affected by the failure of the warranted part, if any. If your vehicle failed the California Smog Check test or an EPA approved short test, then the MINI Division will repair your vehicle so that it will pass this test. Items that require scheduled replacement are warranted up to the replacement interval specified in the Service Section of this Statement. The MINI Division may repair a part in lieu of replacing it when performing warranty repairs. Parts for which replacements are made become the property of the MINI Division. After 3 years or 50,000 miles, and in accordance with

paragraph (c) above, such repairs are limited to the repair or replacement of those parts identified in the California Emission Control System Limited Warranty List.

If your California registered vehicle is between 7 and 8 years old and has been driven less than 80,000 miles, then your vehicle is eligible for additional warranty coverage under the Federal Emissions Warranty.

A repair performed as the result of a smog check test failure due to a defect in a part, which is warranted for 7 years/70,000 miles, is covered.

In all cases, a reasonable time, not to exceed 30 days, must be allowed for a warranty repair to be completed, after the car is received by the MINI Dealer.

It is the owner's responsibility to have all required maintenance services performed (at the owner's expense), as prescribed in the maintenance schedule for the MINI Emission Control System. Service intervals are computed by the service interval indicator and displayed on the instrument panel.

However, the MINI Division will not deny your warranty repair claims solely because you do not have maintenance records or you did not perform the required maintenance unless the MINI Division demonstrates that such lack of required maintenance is a direct cause of the emission control system failure. The instructions for required maintenance and use can be found in the Owner's Manual and in the Service and Warranty Information booklet for the applicable model year.

It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be genuine MINI Service Parts or MINI Authorized Remanufactured Parts. Without invalidating this warranty, the owner may elect to have maintenance, repair or replacement of the emission control systems performed by any automotive repair establishment, or elect to use parts other than MINI Authorized Remanufactured or genuine MINI Service Parts. However, the cost of such service or parts will not be covered under this warranty, except in emergency situations. In an emergency situation, where an authorized MINI Dealer is not reasonably available or a warranty replacement part is not available within 30 days, repairs may be performed at any available service establishment or by any individual using any replacement part.

A repair not completed within 30 days constitutes an emergency. The MINI Division of BMW NA will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed MINI suggested retail price for all warranted parts replaced and labor charges based on the manufacturer's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate) that are covered under this warranty. Replaced parts and paid invoices must be presented to an authorized MINI Dealer as a condition of reimbursement for emergency repairs not performed by an authorized MINI Dealer.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of emission control systems. If other than genuine MINI Service Parts or Authorized Remanufactured Parts are used for maintenance, repair or replacement of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to genuine MINI parts in performance and durability. The MINI Division of BMW NA assumes no liability under this warranty with respect to parts other than genuine MINI parts.

However, the use of non-MINI replacement parts does not invalidate the warranty on other components, unless non-MINI parts cause damage to warranted parts.

What is not covered

This limited warranty does not cover malfunctions caused by any of the following: accident, flood, misuse, modification, alteration, tampering, disconnection, improper or inadequate maintenance, except if performed by an authorized MINI Dealer doing warranty repair work, use of leaded fuel or fuel other than as specified in the Owner's Manual.

The replacement of maintenance parts, such as spark plugs, filters and similar items used in required maintenance services or the repair or replacement of maintenance parts beyond the first replacement interval.

Any car on which the odometer has been replaced or altered and the true mileage cannot be determined.

The car, if the vehicle identification number is altered or cannot be determined, or if the car has been declared a total loss or sold for salvage purposes.

General

The warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. THE MINI DIVISION OF BMW NA, HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

For assistance in determining which parts are covered by this warranty, please contact your authorized MINI Dealer or the MINI Division of BMW NA Customer Relations Department at 1-866-ASK-MINI (275-6464). You may obtain further information concerning the emissions warranty or report violations of warranty terms, by contacting Air Resources Board (ARB), Mobile Source Division, 9528 Telstar Avenue, P.O. Box 8001, El Monte, CA 91731. Please include the title of the MINI service department head and telephone number.

California Emission Control System Limited Warranty Parts List

The following components are covered for defects by the California Emission Control System Limited Warranty for a period of 7 years or 70,000 miles, whichever comes first:

2002 and Later Models

<u>COMPONENT</u>	<u>MINI Cooper</u>	<u>MINI Cooper S</u>
INTAKE MANIFOLD		x
ENGINE CONTROL MODULE	x	x
SUPER CHARGER/ INTERCOOLER		x
EXHAUST MANIFOLD	x	x
EXHAUST MANIFOLD WITH CATALYST	x	x
THREE WAY CATALYTIC CONVERTER	x	x
TRANSMISSION CONTROL MODULE	x	

Note: Specific components covered by the California Emission Warranty for other models are listed in the Service and Warranty Information booklet for the applicable model year.

- * The California Emissions Control System Limited Warranty applies to all 2002 and later U.S. specification MINI vehicles sold, leased, and/or registered in California, Maine, Massachusetts or Vermont.