

Noelle Performance Products Limited Warranty Statement

Consumers are encouraged to familiarize themselves with Noelle Performance products and Noelle Performance Products' Limited Warranty, including exclusions and potential effects to the manufacturer's limited new car warranty, before purchasing.

We are providing a warranty for our BMW programming products outlined below. We can do this with confidence because of several factors:

We do not exceed any BMW engineered limits on driveline components;

We do not eliminate or defeat any emissions devices with our programming; and

We do not interfere with any diagnostics or provide false limits in any of the control units.

We can do this because we are providing an operating system that correctly handshakes and communicates with every component in the vehicle. We are not modifying limiters and creating false values for the engine management system files like you will see from other suppliers, nor are we falsifying engine data like a plug-in performance box. This means every component in the car will work as it should and will not cause check engine lights. However, BMW will know your vehicle's electronics have been modified. We have the most effective and safest software for your car, without exception.

CARS COVERED BY THE ORIGINAL VEHICLE MANUFACTURER'S NEW CAR LIMITED WARRANTY.

North American Specification Vehicles Only

If your vehicle is currently covered by the vehicle manufacturer's new car limited warranty, Noelle products are warranted for the remaining term of the vehicle manufacturer's new car limited warranty. The manufacturer's new car warranty is limited to 4 years or 50,000 miles (80,000 kilometers in Canada), commencing on the date of first retail sale or lease, or the date the vehicle is first placed in-service as a demonstrator or company vehicle, whichever is earlier. Noelle's warranties are transferable when ownership of the vehicle into which the Noelle products were originally installed is sold.

To obtain service under this warranty, the vehicle must be brought, upon discovery of a malfunction such as a check engine light, component failure, or defect in materials and/or workmanship, to the workshop of any Authorized Noelle Programming Facility, during normal business hours. **Failure to do so will void Noelle Performance's Limited Warranty coverage on your vehicle.** Proof of purchase in the form of a lawful invoice is required along with the service history criteria documents. The Authorized Noelle Programming Facility will, without charge for parts or labor, repair or replace the defective Noelle component(s), as well as any original vehicle manufacturer's component(s) that have been proven by the manufacturer to have been the direct cause of failure by a Noelle component, using new or authorized remanufactured parts. The decision to repair or replace said parts is at the sole discretion of Noelle. Parts for which replacements are supplied under this limited warranty become the property of Noelle and/or the original vehicle manufacturer. In all cases, a reasonable period of time must be allowed for warranty repairs to be completed after the vehicle is delivered to the Authorized Noelle Programming Facility. Noelle's warranty will not cover original vehicle manufacturer's components that are not proven to have failed due to Noelle's programming by the automotive manufacturer.

CARS NO LONGER COVERED BY THE ORIGINAL VEHICLE MANUFACTURER'S NEW CAR LIMITED WARRANTY OR PRODUCED FOR USE OUTSIDE OF NORTH AMERICA.

Noelle Performance Software are warranted for a 2-year, unlimited mileage period from the date of original purchase. This warranty is for software functionality only and does not cover any other components or consequential damages. Noelle's warranties are transferable when ownership of the vehicle into which the Noelle products were originally installed is sold.

Noelle Performance Products Limited Warranty Criteria

To obtain service under this warranty, the vehicle or Noelle product must be brought, upon discovery of a malfunction or defect in materials and/or workmanship, to any Authorized Noelle Programming Facility during normal business hours. **Failure to do so will void Noelle Performance's Limited Warranty coverage on your vehicle.** In the event of a warranty claim, Noelle will repair or replace, at its sole discretion, any defective Noelle component upon receipt of the item and proof of the original purchase in the form of a lawful invoice. This warranty does not include reimbursement for repairs to any original vehicle manufacturer's component(s) that may have been affected by a Noelle component. Labor charges associated with the repair or replacement of a Noelle product will be reimbursed at the Authorized Noelle Programming Facility's standard hourly rate, based upon the original vehicle manufacturer's and/or Noelle's schedule of flat rate labor times. The defective component must be returned to Noelle or verification of the defect before any warranty adjustment will be made. A reasonable period of time must be allowed for warranty replacement, shipping and/or repairs to be completed after the vehicle or product is received by an Authorized Noelle Programming Facility or Noelle's facility.

To qualify for service under this warranty:

From the moment the vehicle is programmed with Noelle Performance programming, the vehicle must have the engine oil and a factory BMW oil filter changed every 5,000 miles. Noelle Performance highly recommends Liqui Moly engine oil grade specific to the vehicle's engine displacement and climate, the transmission fluid and factory BMW filter changed every 40,000 miles with grade specific transmission fluid, the differential fluid changed every 40,000 miles with specific grade differential fluid. These services must be documented and presented to Noelle Performance at the time of a warranty request. Noelle Performance highly recommends Liqui Moly engine oil that meets and exceeds BMW's engine oil standards for the following engines:

4cyl Liqui Moly 5/30 or 5/40

6cyl Liqui Moly 5/30 or 5/40

8cyl Liqui Moly 5/30 or 5/40

All M engines 5/40 or 5/50 in cold climates and 10/60 in warm climates.

If your BMW has the S55 engine, you must use a Crank Hub Bolt Capture before programming to obtain Noelle Performance's warranty coverage.

If your BMW has ever been tuned with another company's performance software (piggy-back or flash) or the emissions controls either electronically or physically have been modified in any way, your vehicle may be ineligible for Noelle Performance's warranty coverage.

THE NOELLE LIMITED WARRANTY SPECIFICALLY EXCLUDES:

•return shipping charges, •towing charges, •rental or loaner vehicle charges, •damage to a component or assembly due to the installation of replacement parts with specifications that differ in

any material respect from the original vehicle manufacturer's or Noelle parts, •damage resulting from the unauthorized modification of a Noelle part or assembly, •damage resulting from the use of other manufacturer's products in conjunction with Noelle products or systems, •damage to the clutch due to power shifting or abuse, •brake rotor warp, •friction materials, •maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters, coolant and refrigerant, •mechanical adjustments or repairs which result from normal wear and tear, •drive-belts, •light bulbs, •damage due to the failure to perform maintenance services at the specified intervals or in accordance with the instructions in the owner's manual from the original vehicle manufacturer or Noelle's product instructions, •damage attributable to negligence, improper installation, improper treatment or treatment contrary to the instructions in the owner's manual from the original vehicle manufacturer or Noelle's product instructions, •engine damage resulting from alteration of Noelle's original boost pressure, •damage resulting from the use of improper or contaminated fuel, •damage occurring through corrosion resulting from weak or improper coolant, •damage to a Noelle component as a result of a collision or improper collision damage repairs, •any vehicle operated in any competitive event, or operated on a chassis dynamometer, •custom-designed competition parts, •damages resulting from loss of time, inconvenience or loss of the use of the vehicle, •damage resulting from environmental influences, flood, accident, fire damage, or road salt corrosion, •re-manufactured or refurbished products or components (these products are clearly identified as re-furbished and are warranted for the period specified for that particular product).

Noelle Performance Products Limited Warranty (Cont.)

The installation of Noelle Performance Products and systems 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.

This warranty shall be null and void if the vehicle identification number has been altered or cannot be read, or if the odometer has been replaced or altered and the true mileage cannot be determined, or 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.

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 and fitness for a particular use, is limited to the duration of the express warranties herein. **NOELLE HEREBY EXPRESSLY EXCLUDES 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.**

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.