



open your mind.

## Your Warranty

In the event of your smart developing a fault, there's no need to lose any sleep over it. If you purchased your vehicle from a smart franchised retailer, you can be safe in the knowledge that your warranty gives you total peace of mind, no matter how many miles you drive for 24 months from the day that your vehicle was first registered in the UK.

### Parts Warranty

Just about every vehicle needs a replacement part at some time or other. So naturally, we offer a first class warranty on our parts as well.

When you buy a smart genuine part from a smart Official Workshop you can buy with confidence. For all individual smart parts and major units, the warranty is for a full 24 months – with unlimited mileage.

### Terms and conditions

As warranty often seems to be a complicated subject, we want to explain our terms and conditions clearly and simply. The things you need to know are:

#### What's the warranty for?

The warranty for your smart protects you against failures in the vehicle caused by any manufacturing defects that may have occurred when your vehicle was built. It's our way of showing that we're properly supporting you and your vehicle from day one.

#### When does the warranty start?

The warranty period starts from the date of first registration, or the date of sale if earlier, except where the sale is made prior to registration to allow for bodywork or equipment installation or approved modifications. If a vehicle enters operational service in an application where registration is not required, the warranty will start from the date of sale unless the owner advises the "date into service" in writing to **Mercedes-Benz UK Ltd** via the supplying dealer within one month.

#### What does the warranty cover?

We'll cover you for any defects in material or workmanship that occur as a result of the vehicle manufacturing process. Whilst glass is not normally covered, warranty would apply in the case of a stress fracture. In this way, we accept responsibility for those items that are ours, but naturally we cannot cover any non-approved modifications accessories or bodywork applied after the vehicle's manufacture.

#### What does warranty not cover?

The purpose of any warranty is only to cover defects that may have arisen during the manufacturing process. Therefore, we can't cover problems arising from:

- A failure to follow instructions contained in the vehicle's operating manual or maintenance booklets, or from your authorised **smart Official Workshop**, garage or repairer.
- A failure to have the vehicle maintained and serviced correctly and at the required intervals as set out in the maintenance booklet.
- Incorrect repairs by an unauthorised garage.
- The fitting of non-approved parts, additional equipment and bodywork or other unauthorised vehicle modifications (your **smart Official Workshop** will be happy to advise).
- Using and driving the vehicle outside the instructions outlined in the driver's handbook.
- Excessive speed.
- Not following advice provided by the vehicle's information system or dashboard warning lights.
- Exceeding gross vehicle weights, axle loads and payload capacity.

- Normal “wear and tear”, including friction and consumable items such as oil and lubricants, filters, brake pads, clutch materials, wiper blades and tyres.
- Influences acting on the vehicle from outside, for example of a mechanical or chemical nature (such as damage to paintwork, plastics or bodywork caused by flying stones, flash rust, industrial emissions, bird droppings, salt corrosion) or other external occurrences, including accidents, civil unrest, malicious or wilful actions by third parties, in particular theft and unauthorised use.

#### **What costs are covered?**

Provided the defect has occurred in the stated warranty period, **Mercedes-Benz UK Ltd** will pay for the cost of the repair, inclusive of parts and labour.

#### **What costs are not covered?**

We can't cover you for any incidental costs arising from the defect. These are costs such as loss of use and rental charges, telephone calls, other travel or accommodation expenses, time or inconvenience or loss of business earnings.

Additionally, costs relating to routine servicing and maintenance, accident damage and replacing normal wear and tear items are outside the warranty.

#### **How do I get a warranty issue resolved?**

The following procedure makes warranty claims easy and clear-cut

- Simply contact a smart Official Workshop. It's their job to look after your vehicle throughout its' working life. This should be done as soon as possible (and within one month) of the defect becoming apparent.
- All warranty work must be carried out by a smart Official Workshop, who in turn will use only smart genuine parts. Payment for the work is always made direct from **Mercedes-Benz UK Ltd** to the smart Official Workshop.
- The full service history of your vehicle must be made available to the smart Official Workshop, and you must allow them to fully inspect your vehicle. This may take time, including the possibility of more than one visit to the workshop. However, we try to keep any such inconvenience to the minimum.
- Defective parts from your vehicle become our property.

#### **Can my warranty be invalidated?**

Yes, it can. The following may invalidate your warranty:

- Major modifications affecting the basic integrity of the vehicle, especially to the chassis or electronic systems. If in any doubt, consult your dealer.
- Write-offs. Any vehicle that's been declared a write-off will not be eligible for warranty, unless repaired in an approved **Mercedes Benz and smart bodyshop**.

#### **In general:**

- For customers who are not consumers, the procedure outlined above is the sole remedy available against **Mercedes-Benz UK Ltd** and the selling dealer in respect of a warranty defect. Except for any personal injury or damage to property caused by the negligence of **Mercedes-Benz UK Ltd** or the selling dealer, liability for any other forms of loss is excluded.
- This warranty replaces all other terms implied by the law and any other liability arising at law in respect of the quality of the vehicle, against both smart and the selling dealer. Any such terms or liabilities are therefore excluded providing exclusion is not prohibited or negated by law.
- The terms of your smart warranty are in addition to your statutory rights as a consumer under a contract of sale.
- Providing warranty conditions have been followed, any unexpired warranty may be transferred to new owners of your vehicle.
- These warranty terms apply to all smart models registered on or after 1 January 2002.
- **Mercedes-Benz UK Ltd** reserves the right to modify or amend these warranty terms without notice.