



VEHICLE PERFORMANCE CENTRE

Terms of the Hybrid Tune engine warranty (effective January 2024) given to consumers for Hybrid Tune Tuning Boxes and Hybrid Tune ECU Calibrations.

This engine warranty (the “Warranty”) is provided to you by Hybrid Tune LTD, of Renvale Technology Park, Eye, Suffolk, IP23 8AS (hereinafter referred to as the “Warrantor”) on the terms and conditions set out below. This Warranty applies in respect of the following products: “Hybrid Tune Tuning Box and Hybrid Tune ECU Calibrations”.

I. Prerequisite conditions for eligibility;

You will only be entitled to benefit from the warranty provided by the Warrantor if you are purchasing the service or product from the Warranty as a sole non-trade user. In the case of an ECU Calibration the vehicle must be inspected by the Warrantor or one of its approved agents prior to acceptance of a warranty. In both cases for the Hybrid Tune Tuning Box or ECU Calibration the vehicle must have full main dealer service history or full service history with the Warrantor or one of its approved agents.

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 V below), you will only be entitled to 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.3 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 either the Hybrid Tune Tuning Box or Hybrid Tune ECU Calibration. Satisfaction of all of 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 Qualifying Parts and eligible for replacement or repair under the terms of this Warranty:

Pistons, Connecting Rods, Bearings, Crankshaft, Camshafts, Cylinder Head, Turbocharger, Supercharger, Intake Manifold, Exhaust Manifold, Cylinder Block, Cylinder Liners and any sensors which the Hybrid Tune Tuning Box connects to. 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** of the following conditions will qualify for this Warranty and be considered “**Qualifying Motor Vehicles**”:

- Motor vehicles which are registered in Austria, Belgium, Denmark, Finland, France, Germany, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, or the United Kingdom; and
- Motor vehicles with an odometer reading not exceeding 100,000 kilometres (or 60,000 miles) at the time a Covered Event of Damage occurs; and
- Motor vehicles with date of registration not exceeding three years at the time a Covered Event of Damage occurs; and
- Motor vehicles which are exclusively used for private and non-commercial purposes, unless the commercial use of the vehicle did not cause (directly or indirectly) the damage. Commercial types of use for these purposes include (but are not limited to) commercial passenger transport; driving school vehicles; courier/delivery vehicles; and commercial hire/rental vehicles; and
- All motor vehicles regular maintenance, service and inspection work exclusively carried out by vehicle manufacturer’s authorized workshops or by the Warrantor or an approved agent. Motor vehicles regular maintenance, service and inspection work shall be proven by completely documented service booklet.

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 labour) 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 £8,000 inc VAT for either Hybrid Tune Tuning Box or Hybrid Tune ECU Calibration per 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. Subject only to Part IX below, 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 Parkers Car Price 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 start at the date of purchase of the Hybrid Tune Tuning Box or Hybrid Tune ECU Calibration and shall end on the earliest of the following conditions being met:

- After the expiry of two years (in respect of the initial purchase of either the Hybrid Tune Tuning Box or Hybrid Tune ECU Calibration); or
- At the latest when the vehicle's odometer reading exceeds a total distance of 60,000 miles or (100,000 kilometres); or
- The vehicle is older than 3 years since date of first registration.

V. Exclusions

1. The following types of damage shall be specifically excluded from this Warranty (which, together with the exclusions detailed at clauses V.2 to V.4 below, are the “**Exclusions**”):

- a) normal wear and tear of Qualifying Parts;
- b) damage resulting from taking part in racing, race-like driving events (including related types of driving for training purposes) or other types of aggressive driving;
- 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 behaviour 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 Hybrid Tune Tuning Box or ECU Calibration and/or other instructions given by the Warrantor in the operating manual for the Hybrid Tune Tuning Box;
- g) damage caused by you, or a third party instructed by you, installing the Hybrid Tune Tuning Box 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;
- 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 Hybrid Tune Tuning Box or damage caused by wilful 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 (kilometre 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 Hybrid Tune Tuning Box is installed in a vehicle model not expressly approved by the Warrantor for that particular Hybrid Tune Tuning Box.

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:

Hybrid Tune LTD, Renvale Technology Park, Eye, Suffolk, IP238AS

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

- a) the original sales receipt for the Hybrid Tune Tuning Box or Hybrid Tune ECU Calibration;
- b) written documents (e.g. original service history booklet from the Qualifying Motor Vehicle manufacturer or original invoices) evidencing that the regular maintenance and inspection work and care prescribed or recommended by the manufacturer of the Qualifying Motor Vehicle was carried out by vehicle manufacturer's authorized workshops or the Warrantor or an authorised agent; and
- c) a copy of the registration certificate (V5C) for your Qualifying Motor Vehicle (showing you as the registered keeper).

2. 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.

3. 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. The Warrantor may, at its own expense, appoint an independent third-party expert (an "Expert") to determine the cause of the damage. The Expert's determination shall be final and binding for the purposes of any claims under this Warranty.

VII. Limitation period for warranty claims

You are required to promptly inform the Warrantor of your claim, following the procedures outlined in Part VI of this Warranty. It is important to note that claims arising from this Warranty will be subject to a time limitation, meaning you will no longer be eligible to make a claim under this Warranty more than 12 months after (i) the conclusion of the year in which the respective claim originated, or (ii) the date on which you became aware of the circumstances leading to the claim, whichever occurs later.

VIII. Third Party Rights

This Warranty pertains to an agreement between you and the Warrantor. Only the parties explicitly mentioned in this Warranty, along with their successors and authorized assignees, possess the right to enforce its terms.

IX. Statutory rights

The Warrantor is legally obligated to provide products that substantially align with their description and are devoid of significant defects in design, material, and workmanship. This Warranty serves as an additional provision and does not impede your statutory rights concerning faulty or inaccurately described Auxiliary Control Units. Information about your statutory rights can be obtained from your local Citizens' Advice Bureau or Trading Standards office. It is emphasized that this Warranty does not limit or exclude the Warrantor's liability for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, loss or damage arising from defective goods, or any other matters that cannot be lawfully excluded.

X. Final provisions

Any personal data (as defined in applicable data protection legislation) provided by you to the Warrantor in connection with this Warranty will be processed by the Warrantor in accordance with its [Privacy Policy](#). If any clauses within this Warranty are or become invalid, illegal, or unenforceable, they will be considered adjusted to the extent required to render them valid, legal, or enforceable to the minimum degree. In cases where modification is not feasible, the affected provisions will be deemed deleted. Importantly, any adjustments or removals of provisions will not impact the overall validity and enforceability of the remaining terms within this Warranty. English law applies to this Warranty and its subject matter and formation, and the English courts shall have exclusive jurisdiction to determine any contractual or non-contractual dispute arising from or connected with those things.