### 2007 MINI COOPER AND MINI COOPER S SERVICE & WARRANTY INFORMATION





OWNERDI	iver information.			
Name				 
Address				
Addiess				
Owner/Dr	iver Telephones:			
Business				
Home				 
Model	MINI	_ Year	2007	 
VIN				
Retail/In-	Service Date			 
Trim Code	e Color Code			 
Productio	n Date			
License P	late Number			 
MINI Deal	er Telephone Numbers:			
Offices				 
Services				

Owner/Driver Information:

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### The MINI Maintenance Program - 2007 Convertibles

The MINI Maintenance Program is a benefit designed to help reduce the cost of scheduled and unscheduled maintenance.

MINI Cooper and MINI Cooper S passenger cars purchased from any Authorized MINI Dealer in the United States are covered by the MINI Maintenance Program for 36 months or 36,000 miles, whichever occurs first. Coverage 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.

Any authorized MINI Dealer in the United States will perform the scheduled or additional maintenance services on your vehicle at no expense to you. The maintenance schedule intervals are based on normal driving conditions and operation. Should you request more frequent maintenance service, the cost of these services will not be covered by the MINI Maintenance Program.

### Coverage

The MINI Maintenance Program covers all factory recommended maintenance, as determined by the service interval indicator. Additional items that need replacement due to normal wear and tear, and that are not covered by the original MINI New Passenger Car Limited Warranty - such as brake pads, brake rotors, and wiper blades - are included, provided wear and tear exceeds MINI specifications. Any adjustments required due to normal operating conditions are also included. See pages 5 - 9 of this booklet for additional information.

### Maintenance Intervals

Time intervals should be followed using the maintenance interval as indicated by the MINI Service Interval Indicator on the check control panel in the dashboard.

This MINI Service and Warranty Information Statement should be presented to your MINI Dealer when maintenance is required. Your MINI Dealer will stamp this book documenting the services or maintenance performed.

### **Exclusions from coverage**

- Items reimbursable under your MINI New Passenger Car Limited Warranty.
- Gasoline and gasoline additive.
- Windshield washer additive (except when in conjunction with scheduled maintenance).
- Tires, wheel alignment, tire balance and rotation.
- Wear and tear of soft trim items, such as: seats, carpets, moldings, headliner, door panels and all chrome trim.
- Damage detected when performing the rust perforation inspection.
- Damage which results from negligence, improper operation of the vehicle, wear and tear or deterioration due to driving habits or conditions, improper repair, environmental influences, flood, accident or fire damage, road salt corrosion, alteration, installation of non-MINI accessories, or use of improper, poor quality or contaminated fuel.
- Altered or unreadable Vehicle Identification Number (VIN) or odometer irregularities or vehicles where the true mileage cannot be determined.
- Maintenance or repair after the vehicle is deemed a total loss.
- Maintenance or repairs performed by other than an Authorized MINI Dealer within the United States.
- Vehicles used in competitive events.
- Oil changes performed outside the recommended maintenance intervals as indicated by the Service Interval Indicator.

### **Upgrades**

Note: For those vehicles covered by the MINI Maintenance Program for 36 months/36,000 miles. MINI offers the possibility to extend this coverage to 48 months/50,000 miles. This upgrade can be purchased through your authorized MINI Dealer during the first 36 months or 36,000 miles of ownership, whichever occurs first. See your dealer for details. Programs subject to change.

### **Maintenance Program**

The MINI Maintenance Program has been devised with the following objectives: to maximize vehicle safety, reliability, and resale value by minimizing breakdowns resulting from wear, and minimizing cost and inconvenience by computing maintenance intervals based upon the specific manner in which each individual vehicle is driven.

Maintenance intervals on motor vehicles have conventionally been specified based upon accumulated mileage. However, the type of driving conditions has a major influence on routine maintenance requirements; distance traveled is only one of the significant factors. A vehicle driven for 50,000 miles of short trips in the city with numerous cold starts, prolonged periods of idling, stop-and-go driving, and high engine speeds during acceleration requires more frequent maintenance intervals than a vehicle driven for 50,000 miles for long distances at low engine speeds primarily at operating temperature.

MINI's service interval indicator which computes the actual optimum maintenance requirements is based not only upon the accumulated mileage, but takes into account important factors such as engine coolant temperatures, high or low engine speeds, short or long trip driving, and number of vehicle starts. The maintenance interval may therefore be maximized with considerable savings to owners of vehicles subjected to light duty.

The **service interval indicator** consists of a mileage reading, and the inscriptions "OIL SER-VICE" and "INSPECTION".

Whenever the ignition is switched on, the display shows the next scheduled type of service and the remaining distance until the service should be performed. The distance is based on your driving style.

miles oil inspection service

If the maintenance interval has been exceeded, a "--" symbol reminds you of the urgent need for servicing. In the interests of road safety and reliability, you should avoid driving your MINI when the "--" symbol is showing, and have the essential maintenance work performed without delay.

After each maintenance is performed the service indicator is reset in order to compute the next service interval.

If the service interval indicator displays an illogical reading, or if there is no display, consult an authorized MINI Dealer.

If the speedometer, tachometer or coolant temperature gauge should develop a fault, the service interval indicator will probably cease to operate correctly as well, since it depends on correct speed, distance and temperature readings. The fault must be located and rectified by an authorized MINI Dealer.

A detailed list of all maintenance operations included in each of the elements of the MINI Maintenance Program is found on pages 4- 13. These elements are as follows:

Quality Certification I will be performed by your selling dealer and certified on the following page.

The performance of certain subsequent maintenance elements, as required by the MINI New Passenger Car Limited Warranty, will be specified at intervals computed by the MINI service interval indicator as follows:

- Oil Service: Engine oil changed with the engine at operating temperature. Note: change oil at least once per year. Your MINI is factoryequipped with a newly-developed synthetic engine oil. At the time of the printing of this booklet MINI High-Performance Synthetic 5W-30 Oil (Part Number 07 51 0 143 829) and Mobil 1 5W-30 and 5W-40 oils are strongly recommended and approved by the MINI Division of BMW of North America, LLC. for the Cooper and Cooper S models. The MINI Division is evaluating various synthetic oils for inclusion in our list of recommended motor oils. For the most current list of synthetic oils, please contact your authorized MINI Dealer, or call the MINI Division at 1-866-ASK-MINI (275-6464).

BMW recommends that you check your engine oil level whenever you add fuel to your vehicle. If you need to add oil between oil changes and are unable to obtain MINI High Performance Synthetic Oil, Mobil 1 or another special oil on the list, use a synthetic oil with an API rating of SJ or higher.

- Inspection I: Major vehicle maintenance as specified in the following pages under Inspection I.
- Inspection II: Additional major vehicle maintenance as specified in the following pages under Inspection II.

The following maintenance elements must be performed at the mileage/time stated (time intervals begin from the vehicle's production date):

- Brake Fluid Service: Change brake fluid every two years.
- Engine Coolant Service: Change coolant every four years.
- Oxygen Sensor Service: The oxygen sensor deteriorates strictly on a mileage basis and must therefore be replaced every 120,000 miles to maximize vehicle fuel economy and minimize exhaust pollution. The replacement of the oxygen sensor is required under the

- terms of the applicable MINI emission system warranties.
- Spark Plug Service: Replace spark plugs every 100,000 miles. Your MINI is equipped with platinum-tipped spark plugs. These allow a longer service life than conventional spark plugs.

For your convenience, you may also wish to have your MINI Dealer perform any necessary operations to fulfill any state inspection requirements in your area concurrent with the maintenance elements specified above during other repairs.

Make sure that confirmation of maintenance work is always entered in this Service and Warranty Information Statement. You may need this for any warranty claims that become necessary, and later on as evidence that your car has been given the correct and regular maintenance that justifies its resale or trade-in value.

The most modern technological advances not only have been applied to the design and production of your vehicle, but also to computing of the optimum maintenance interval for your type of operations and driving style. Your MINI Dealer has made a substantial investment in unique MINI special service tools to enable its MINI factory trained service technicians to perform quality repairs on your MINI in minimal time. Your MINI Dealer looks forward to serving your every service need and to help maximize your satisfaction with your MINI, its longevity, and resale value.

### **Quality Certification I**



For a detailed list of items inspected, refer to the Quality Certification I form provided to the Owner at time of delivery. A copy of the form is on file at the selling MINI Dealer.

### **Unscheduled Maintenance**

Only use fuels advertised to have adequate detergency and low alcohol content. Use of fuels with insufficient detergent and/or excess alcohol can cause driveability problems that necessitate cleaning intake valves and fuel

injection valves, and, when applicable, adjusting the engine idle. We suggest having this work performed by your authorized MINI Dealer, perhaps while regular maintenance is performed. Your MINI Dealer can also recommend a gasoline additive that will provide sufficient detergency. While this recommended unscheduled maintenance is not required in order to maintain the emission warranty, cleaning of intake valves or, when applicable, fuel injection valves, or adjustment of engine idle, necessitated by use of inappropriate fuel, is not covered by warranty because no defect in material or workmanship or component failure is involved.

### **Special Note**

Maintenance items and schedules stated herein reflect the combined recommendations for all model 2007 MINI Convertibles, and are subject to change. The most current maintenance recommendations are available from your authorized MINI Dealer.

### **Engine Oil Service**

Engine Compartment	MINI Cooper Convertible	MINI Cooper S Convertible
Change oil and oil filter while engine is at normal operating temperature. We recommend MINI 5W-30 High Performance Synthetic Oil, /n 07 51 0 143 829.	•	•
Reset service interval indicator.	•	•
Replace microfilter	•	•
Check overall thickness of front and rear disc brake pads using special tool. If replacement is necessary: Examine brake disc surfaces. Clean rake pad contact points in calipers. Grease wheel centering hubs.	•	•
Check parking brake actuation. Adjust if necessary.	•	•

### Inspection I

Only those items of inspection work which apply to your vehicle will be performed. This list is subject to amendment.

Undercarriage	MINI Cooper Convertible	MINI Cooper S Convertible
Change oil and oil filter while engine is at normal operating temperature. We recommend MINI 5W-30 High Performance Synthetic Oil, p/n 07 51 0 143 829.	•	•
Change CVT (automatic) transmission fluid.	•	
Check transmission for leaks.	•	•
Half-shafts: Check for leaks at flexible boots.	•	•
Visually check fuel tank, lines and connections for leaks.	•	•
Check condition, position, and mounting of exhaust system. Examine for leaks.	•	•
Check power steering system for leaks. Check power steering fluid level; add fluid if necessary.	•	•
Check steering for absence of play, condition of suspension track rods, front axle joints, steering linkage and joint disc.	•	•
Check overall thickness of front and rear disc brake pads using special tool. If replacement is necessary: Examine brake disc surfaces. Clean brake pad contact points in calipers. Grease wheel centering hubs. Check thickness of parking brake linings only when replacing rear brake pads.	•	•
Check brake system connections and lines for leaks, damage and incorrect positioning.	•	•
Check parking brake actuation. Adjust if necessary.	•	•
Check all tire pressures (including spare if equipped). Correct if necessary. Check condition of tires (outer surface [left/right]), tread wear and pattern; in case of uneven tread wear, readjust wheel alignment if requested (invoice separately).	•	•
Inspect entire body according to terms of rust performation limited warranty. (Must be performed at least every two years).	•	•
Engine Compartment		
Read out diagnostic system.	•	•
Check engine cooling system/heater hose connections for leaks. Check coolant level and antifreeze protection level. Add coolant if required.	•	•
Check windshield washer fluid level and antifreeze protection. Fill up and/or correct if required.	•	•
Check air conditioner for operation.	•	•
Replace microfilter. (Note: reduce replacement interval in dusty operating conditions.)	•	•
Reset service interval indicator.	•	•
Check brake fluid level; add fluid if necessary.	•	•

Body/Electrical	MINI Cooper Convertible	MINI Cooper S Convertible
Check battery state-of-charge indicator and charge if required.	•	•
Check lighting system, i.e.: headlights, foglights, parking, back-up, license plate, interior, glove box, flashlight, illuminated makeup mirrors, luggage compartment/area lights.	•	•
Check instrument panel and dashboard illumination.	•	•
Check all warning/indicator lights, check control.	•	•
Check turn signals, hazard warning flashers, brake lights, horn, headlight dimmer and flasher switch.	•	•
Check wipers and washer systems; wiper blades, washer jet positions.	•	•
Check condition and function of safety belts.	•	•
Visually examine all SRS airbag units for torn covers, obvious damage or attachment of decals, decorations or accessories.	•	•
Check central locking system.	•	•
Check heater/air conditioner blower, rear window defogger.	•	•
Check rear view mirrors.	•	•
Check convertible top and sunroof feature for correct operation	•	•
Final Inspection		
Road test with check of brakes, suspension, steering, clutch/manual transmission or automatic transmission.	•	•
Visually check shock absorbers for leaks.	•	•

### Inspection II

Includes all items listed under Inspection I, and the following checks and maintenance operations.

Engine Compartment	MINI Cooper Convertible	MINI Cooper S Convertible
Replace air cleaner element. (Note: Reduce replacement interval in dusty operating conditions).	•	•
Replace poly-v belt.	•	•
Brake Fluid Service		
Replace brake fluid every 2 years (time interval begins from the vehicle's production date).	•	•
Cooling System Service		
Replace coolant every 4 years (time interval begins from the vehicle's production date).	•	•
Oxygen Sensor Service		
Replace Oxygen Sensor every 120,000 miles.	•	•
Spark Plug Service		
Replace Spark Plugs every 100,000 miles.	•	•

	Record of Replacement (	Record of Spark Plug Replacement (Every 100,000 Mi.)	Record of Oxygen Sensor replacement (Every 120,000 Miles)		Record of brake/clutch fluid changes (Every 2 years)	Record of coolant changes (Every 4 years)
	Date	Mileage	Date	Mileage	Date	Date
Speedometer						
changed:						
Mileage						
Date						
Speedometer						
changed:						
Mileage						
Date						

## MINI Engine Oil Service

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

Date/Stamp/Signature

## MINI Engine Oil Service

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

## Date/Stamp/Signature

Performed at:

MINI Engine Oil Service

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

Date/Stamp/Signature

### MINI Inspection I

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

### MINI Inspection I

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

## MINI Inspection I

Date/Stamp/Signature

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

Date/Stamp/Signature

## MINI Engine Oil Service

Performed at:

Performed at:

MINI Inspection II

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

### MINI Inspection II

MINI Engine Oil Service

Date/Stamp/Signature

Performed at:

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

## MINI Inspection II

MINI Engine Oil Service

Date/Stamp/Signature

Performed at:

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

Date/Stamp/Signature

## MINI Engine Oil Service

Performed at:

(Actual Vehicle Mileage)

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Date/Stamp/Signature

## MINI Engine Oil Service

(Actual Vehicle Mileage)

Performed at:

(Mileage on Service Indicator)

Date/Stamp/Signature

### MINI Inspection I

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Performed at:

Date/Stamp/Signature

### MINI Inspection I

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

Date/Stamp/Signature

Date/Stamp/Signature

### MINI Inspection I

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

Date/Stamp/Signature

# MINI Engine Oil Service MINI Inspection II

Performed at:

(Actual Vehicle Mileage)
(Mileage on Service Indicator)

Date/Stamp/Signature

### MINI Inspection II

MINI Engine Oil Service

Date/Stamp/Signature

Performed at:

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

### MINI Inspection II

MINI Engine Oil Service

Performed at:

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

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## MINI Engine Oil Service

Performed at:

(Actual Vehicle Mileage)

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## MINI Engine Oil Service

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## MINI Inspection I

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Date/Stamp/Signature

### MINI Inspection I

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

Date/Stamp/Signature

## MINI Inspection I

MINI Engine Oil Service

Date/Stamp/Signature

Performed at:

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

Date/Stamp/Signature

## MINI Engine Oil Service

Performed at:

Performed at:

MINI Inspection II

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

### MINI Inspection II

MINI Engine Oil Service

Date/Stamp/Signature

Performed at:

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

(Mileage on Service Indicator)

(Actual Vehicle Mileage)

Date/Stamp/Signature

## MINI Inspection II

Performed at:

(Actual Vehicle Mileage)

(Mileage on Service Indicator)

Date/Stamp/Signature

### **Emission Control Maintenance Schedule**

The maintenance schedule as shown is required for the proper functioning of the emission control systems for optimum vehicle performance and fuel economy.

### Abbreviations:

- I Inspect
- R Replace part(s) and/or fluid listed

Basic Engine Engine oil
Fuel System Air filter
Ignition System Spark plugs
Emission Control Components Oxygen sensor

		oope				ooper ertible	
Oil Service	Inspection I	Oil Service	Inspection II	Oil Service	Inspection I	Oil Service	Inspection II
R R	R R	R R	R R	R R	R R	R R	R R
			R				R
	Replace at intervals of 100,000 miles			Replace at intervals of 100,000 miles			
		t intei 00 mi				t inter 0 mile	

Oxygen Sensor Service: The oxygen sensor deteriorates strictly on a mileage basis and must therefore be replaced to maximize vehicle fuel economy and minimize exhaust pollution.

The mileage interval varies according to individual driving conditions and is determined by the service interval indicator.

### **Battery Care**

If your car is driven only for short distances of less than 10 miles over a prolonged period of time, without an occasional drive at highway speeds, the engine's charging system will not maintain the battery. Insufficient use of the vehicle could result in short-term starting problems and in the long-term could damage the battery.

In case the car is not operated for more than four weeks it is advisable to:

- a. consider using a proper trickle charger, following the charger manufacturer's instructions, to maintain the battery's state of charge; or
- b. consult your MINI Dealer regarding battery removal. Once removed, the battery must be charged and stored in a cool, dry place where it can be protected from freezing. If the battery will be stored for over 3 months, it must be recharged every 3 months, or else it will become damaged and useless.

Please consult with your MINI Dealer for further guidance and information.

### **Corrosion Protection**

Extensive corrosion protection measures now make it possible to offer a twelve-year unlimited mileage anti-corrosion warranty against rust perforation on your vehicle provided that the vehicle is maintained in accordance with the provisions of the MINI New Passenger Car Limited Warranty as outlined in the Warranty Section of this Statement (page 28).

The major degree of corrosion protection is due to the electrophoretic dip painting process which cathodically deposits paint particles on all body parts, attracting paint particles into the minutest cavities or seams. Body parts are designed to provide optimum corrosion protection.

During manufacture, exterior body parts receive an additional corrosion protection coat. Hood, trunk, doors and other body parts with metal folds are coated with PVC and sealed from the outside. All floor panels receive a resilient coating of PVC for maximum protection against damage due to stones, etc.

Corrosion protection materials tested over many years are applied to the surfaces of cavities and to the entire underside of the vehicle during and after assembly.

Requirements for maintaining the twelve-year unlimited mileage anti-corrosion warranty are outlined in the Warranty Section of this Statement (page 30).

### Restoring corrosion protection

Please take care that anti-corrosion material is replaced when your car is repaired after body or chassis damage.

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

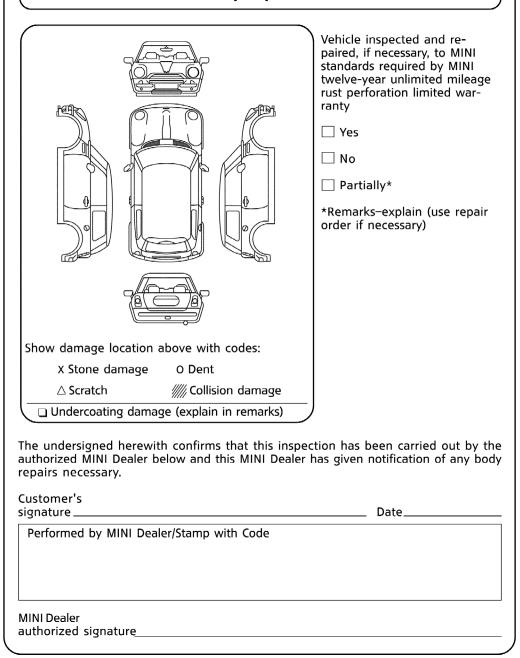
### **Underbody maintenance**

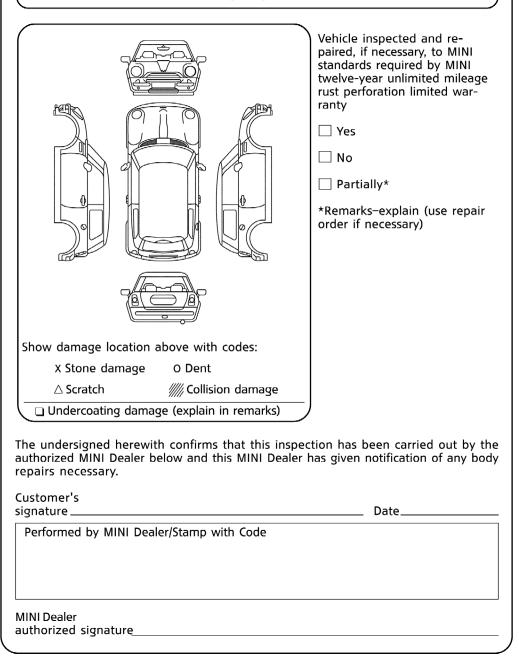
The underbody has to be cleaned at least once a year, in spring, with plain water in order to remove mud, chemical sediments and other deposits. If those materials are not removed, corrosion (rust) will occur.

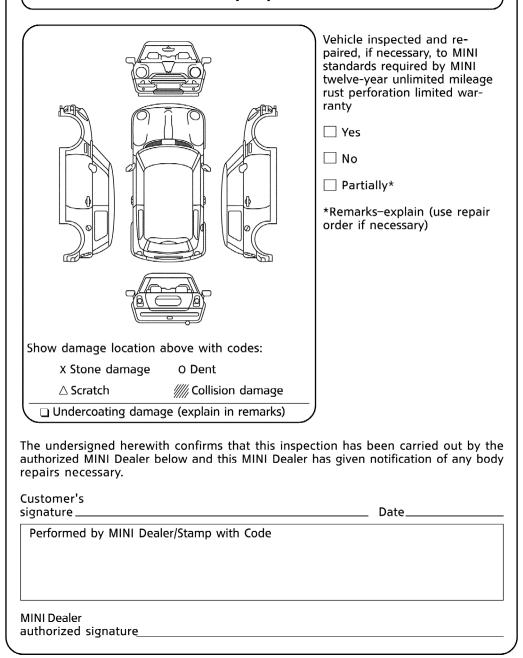
Your MINI Dealer will do this anti-corrosion service for you.

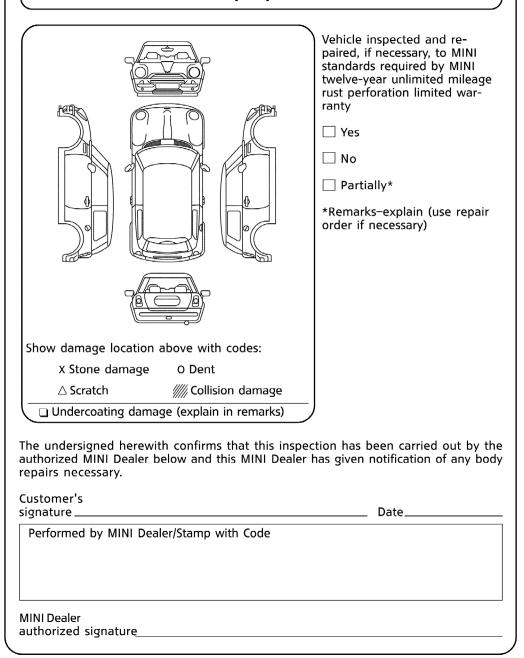
### WARNING

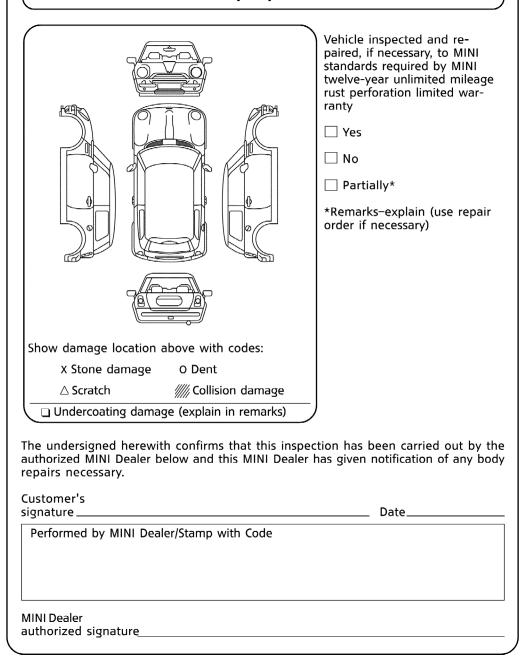
Do not apply additional undercoating or rust-proofing on or near the exhaust manifold, exhaust pipes, catalytic converter or heat shields. During driving, the substance used for undercoating could overheat and cause a fire.

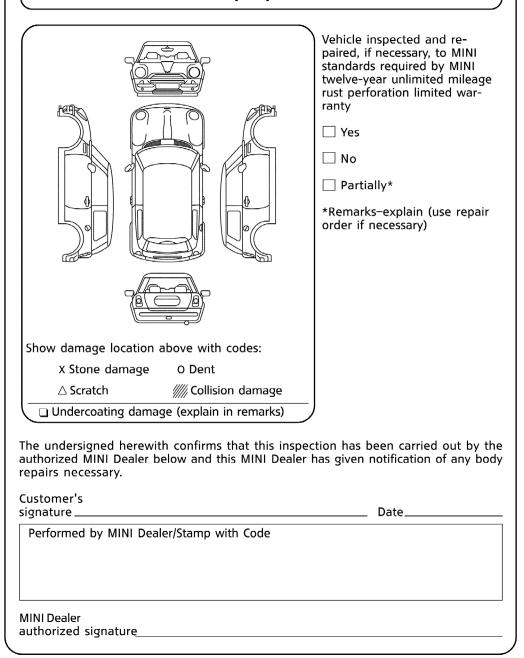












### **Customer Assistance Information**

Your satisfaction with our product and the services provided by authorized MINI Dealers is of great importance to us. We take pride in our product, as does the MINI Dealer who services it. If you should ever have a question regarding your MINI Dealer's service or your MINI's performance, we recommend that you contact your authorized MINI Dealer. Should you travel to an unfamiliar area, the MINI Dealer directory provided at the time of delivery will help you locate the nearest authorized MINI Dealer. The dealers listed are equipped to help you with matters related to your MINI vehicle.

When contacting an authorized MINI Dealer, we suggest that depending upon the nature of your contact, you discuss it with either the Sales, Service, or Parts Manager.

As all matters are resolved at the MINI Dealer level, it is important that they be given the opportunity to provide a solution. Should you feel that you were not provided with the proper response, we urge you to contact the General Manager or MINI Dealer Operator.

Despite the best intentions of all parties, a misunderstanding may occur between you and your MINI Dealer. Should this occur and you require further assistance, you may wish to contact the MINI Division's Customer Relations and Services Department at 1-866-ASK-MINI (275-6464).

Email: MINI.assistance@askMINIUSA.com When contacting us, we ask that you provide the following information:

- 1. Your name, address and telephone number.
- 2. Vehicle Identification Number (last seven digits).
- 3. Vehicle's delivery date.
- 4. Vehicle mileage.
- 5. Selling MINI Dealer's name.
- 6. Servicing MINI Dealer's name.
- 7. Description of the problem.

A MINI Division Customer Relations Representative will carefully review all the facts involved and let you know what further action will be taken in conjunction with your MINI Dealer. Please remember: the first step in resolving a complaint is to contact the authorized MINI Dealer that performed the work on your vehicle. They have the necessary equipment and the personnel to achieve this goal.

We are confident that every effort will be made to ensure your satisfaction.

### **BBB Auto Line**

If your concern is still not resolved to your satisfaction, MINI Divsion of BMW NA offers additional assistance through BBB in ARKANSAS. CALIFORNIA, IDAHO, IOWA, GEORGIA, and PENNSYLVANIA. BBB AUTO LINE is a dispute resolution program administered by the Council of Better Business Bureaus, BBB AUTO LINE resolves disputes through mediation or arbitration. Mediation is an informal proceeding whereby a neutral third party (mediator) helps the parties to find an acceptable resolution. Arbitration is also an informal proceeding in which an impartial third party renders a decision after a hearing at which both parties have an opportunity to be heard. You can select mediation or arbitration or both.

The program is free of charge to you, the consumer but there are some minimum requirements for participation in the program. Please contact BBB AUTO LINE at the address or phone number listed below for more details:

BBB AUTO LINE 4200 Wilson Boulevard, Suite 800 Arlington, VA 22203 1 800 955-5100

If you wish to use the program and you qualify for participation, you will be required to provide the following information:

- Your name and address
- The vehicle identification number (VIN)
- The make, model and year of your vehicle
- A description of the problem with your vehicle

BBB AUTO LINE will also ask you for other information that may help resolve your concerns,

such as the purchase price of your vehicle, any mileage at the time of purchase, the current mileage, and copies of repair orders.

BBB AUTO LINE will notify you when your claim has been filed. If you decide to arbitrate you may attend the hearing in person or by telephone. You may bring witnesses and give supporting evidence. You may also submit your claim in writing and ask for a decision on the documents you submit, without attending a hearing. BBB AUTO LINE will usually render a decision within 40 days from the time you file your complaint. The decision is binding on MINI if you decide to accept it. MINI must comply with the decision within the time frame specified by the arbitrator.

Important: You must use BBB AUTO LINE before asserting in court any rights or remedies created by the Magnuson Moss Warranty Act, ("The Act") 15 U.S.C. Sec. 2301, et seq. You may also be required to use BBB AUTO LINE before seeking remedies under your state's "Lemon Law". If you choose to seek redress by pursuing rights and remedies not created by Title 1 of Magnuson Moss Warranty Act, prior resort to the BBB AUTO LINE is not required by any provision of the Act.

### California Residents

- MINI Division of BMWNA participates in BBB AUTO LINE, a mediation/arbitration program administered by the Council of Better Business Bureaus [4200 Wilson Boulevard, Arlington, Virginia 22203] through local Better Business Bureaus. The Arbitration Certification Program of the California Department of Consumer Affairs has certified BBB AUTO LINE and BMW.
- If you have a problem arising under a MINI written warranty, we encourage you to bring it to our attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. Claims must be filed with BBB AUTO LINE within six (6) months after the expiration of the warranty.
- To file a claim with BBB AUTO LINE, call 1 800 955-51 00. There is no charge for the call.

- 4. In order to file a claim with BBB AUTO LINE, you will have to provide your name and address, the brand name and vehicle identification number (VIN) of your vehicle, and a statement of the nature of your problem or complaint. You will also be asked to provide: the approximate date of your acquisition of the vehicle, the vehicle's current mileage, the approximate date and mileage at the time any problem(s) were first brought to the attention of MINI or one of our dealers, and a statement of the relief you are seeking.
- 5. **BBB** AUTO LINE staff may try to help resolve your dispute through mediation. If mediation is not successful, or if you do not wish to participate in mediation, claims within the program's jurisdiction may be presented to an arbitrator at an informal hearing. The arbitrator's decision should ordinarily be issued within 40 days from the time your complaint is filed; there may be a delay of 7 days if you did not first contact MINI about your problem, or a delay of up to 30 days if the arbitrator requests an inspection/report by an impartial technical expert or further investigation and report by **BBB** AUTO LINE.
- 6. You are required to use **BBB** AUTO LINE before asserting in court any rights or remedies conferred by California Civil Code Section 1793.22. You are not required to use **BBB** AUTO LINE before pursuing right and remedies under any other stat or federal law. "You are also required to use BBB AUTO LINE before exercising rights or seeking remedies created by Title I of the Magnuson-Moss Warranty Act, 15 U.S.C. sec. 2301 et seq. If you choose to seek redress by pursuing rights and remedies not created by California Civil Code Section 1793.22 or Title I of the Magnuson-Moss Warranty Act, resort to **BBB** AUTO LINE is not required by those statutes."
- California Civil Code Section 1793.3(d) requires that, if MINI or its representative is

unable to repair a new motor vehicle to conform to the vehicle's applicable express warranty after a reasonable number of attempts, BMW may be required to replace or repurchase the vehicle. California Civil Code 1793.22(b) creates a presumption that MINI has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from deliver to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:

- The same nonconformity [a failure to conform to the written warranty that substantially impairs the use, value or safety of the vehicle] results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven AND the non conformity has been subject to repair two or more times by MINI or its agents AND the buyer or lessee has directly notified MINI of the need for the repair of the nonconformity; OR
- The same nonconformity has been subject to repair 4 or more times by MINI or its agents AND the buyer has notified MINI of the need for the repair of the nonconformity; OR
- The vehicle is out of service by reason of repair of nonconformities by MINI or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

### NOTICE TO MINI AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:

MINI Division of BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, New Jersey 07675-1227 1 800 ASK-MINI (275-6464)

- 8. The following remedies may be sought in BBB AUTO LINE: repairs, reimbursement for money paid to repair vehicle or other expenses incurred as a result of a vehicle nonconformity, repurchase or replacement of your vehicle and compensation for damages and remedies available under MINI's written warranty or applicable law.
- The following remedies may **not** be sought in **BBB** AUTO LINE: punitive or multiple damages, attorneys' fees, or consequential damages other than as provided in California Civil Code Section 1794(a) and (b).
- 10. You may reject the decision issued by a BBB AUTO LINE arbitrator. If you reject the decision, you will be free to pursue further legal action. The arbitrator's decision and any findings will be admissible in a court action.
- 11. If you accept the arbitrator's decision, MINI will be bound by the decision, and will comply with the decision within a reasonable time not to exceed 30 days after we receive notice of your acceptance of the decision.
- Please call BBB AUTO LINE at 1 800 955-5100 for further details about the program.

### Customer Assistance - Notification

During a specific period (usually the earlier of 12 months or 12,000 miles, though this period varies by state), some states require us or our authorized MINI Dealer, to repair in a reasonable number of attempts, any defect or condition which substantially impairs the use, value, or safety of a new vehicle sold, leased or registered in that state.

A "reasonable number of attempts" is generally defined as: (i) four or more attempts to repair the same defect (the number of attempts vary by state); or (ii) the vehicle is out of service by reason of one or more repair(s) for more than a cumulative total of 30 days (this period varies by state), except for delays created by conditions beyond our control.

If we are unable to correct a defect or condition covered by these statutes in a reasonable number of attempts, we may be obligated either to replace the vehicle or reimburse the owner/lessee in an amount equal to the purchase price or lease payments paid by the owner/lessee, less the amount directly attributable to use of the vehicle by the owner/lessee.

YOU SHOULD SEND WRITTEN NOTIFICATION DIRECTLY TO THE MINI DIVISION OF BMW NA OF THE EXISTENCE OF AN ALLEGED DEFECT. SEND WRITTEN COMMUNICATION TO THE CUSTOMER RELATIONS AND SERVICES DEPARTMENT ADDRESS LISTED BELOW.

MINI Division of BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, New Jersey 07675-1227

Telephone: 1-866-ASK-MINI (275-6464) Email: MINI.assistance@askMINIUSA.com

### **Special Programs**

SOMETIMES THE MINI DIVISION OF BMW NA OFFERS A SPECIAL ADJUSTMENT PROGRAM TO PAY ALL OR PART OF THE COST OF CERTAIN REPAIRS BEYOND THE TERMS OF THE WARRANTY. CHECK WITH YOUR MINI DEALER TO DETERMINE WHETHER ANY ADJUSTMENT PROGRAM IS APPLICABLE TO YOUR MOTOR VEHICLE.

### **MINI Import Processing Center**

As a MINI owner, you will experience MINI quality first hand. Our dedication to excellence in design, engineering, and service is among the best in the world. And we have invested heavily in our people and facilities to ensure that our quality standards are consistently applied from the factory to the authorized MINI Dealer. Part of that investment program is devoted to our multimillion-dollar Import Processing Centers staffed by our highly trained specialists.

At these state-of-the-art facilities, each MINI is given a thorough inspection after its transatlantic shipment to the United States. Imperfections in the mechanical and electrical systems or damage to the sheet metal, paint, trim or other components of the vehicle which may occur during transportation from the factory to the United States are normally detected and corrected at the Import Processing Centers in the United States. Any defect in material or workmanship which occurs during the warranty period is covered under the MINI New Passenger Car Limited Warranty.

### **MINI Roadside Assistance**

The MINI Roadside Assistance Program reflects the MINI Division of BMW NA's commitment to your complete satisfaction with the MINI ownership experience.

It is available for U.S. version MINIs in all 50 states, Canada, and Puerto Rico 24 hours a day, 365 days a year.

It is a valuable benefit provided to you at no additional cost. (Subject to certain limitations and exclusions noted on pages 26).

### **Owner's Eligibility**

You are covered if your vehicle is:

- A new MINI passenger car, distributed by the MINI Division of BMW NA, and purchased at an authorized MINI Dealer, OR;
- A new, U.S. version, MINI passenger car purchased under the Diplomatic or Military Sales programs, operated in any of the 50 states,
   Canada and Puerto Rico.

Coverage is provided for the vehicle itself, regardless of the driver. Protection is concurrent with the MINI New Passenger Car Limited Warranty.

### **Getting Started**

A temporary Roadside Assistance Identification Card can be found inside of your vehicle portfolio. It contains the 24-hour toll-free number for Roadside Assistance.

For your convenience a decal, showing the same information as the ID card, has been affixed in the trunk compartment.

In a few weeks you will receive a permanent MINI Roadside Assistance ID card by mail. The original in-service date and the vehicle identification number (VIN) are embossed on the card.

This card should be carried by the driver of your MINI passenger car.

### **Calling For Assistance**

The toll-free MINI Roadside Assistance number is answered by a MINI Roadside Assistance service representative. In order for you to receive quick and reliable services, it is essential that you provide detailed and accurate information to the service representative.

Be prepared to give:

- 1. Your name and address.
- Your complete Vehicle Identification Number (found on your vehicle registration, your permanent MINI Roadside Assistance ID card or on the bottom driver's side of your windshield).

- 3. Model description of your vehicle.
- 4. Date of purchase.
- 5. License plate number of your vehicle.
- 6. Vehicle location (including nearby cross-roads/intersections, highway mile markers, street numbers, landmarks, etc.).
- 7. Location you are calling from (including a telephone number where you can be reached). If you are calling from a public phone wait there for the return call. Do not leave this location without informing the Roadside Assistance service representative.
- A description of your vehicle's problem.
   Specific and accurate information will enable the Roadside Assistance service representative to provide the proper help.

### Services

From the information you provide, the MINI Roadside Assistance service representative will determine the type of help required.

### **Dispatch Service**

A service provider will be dispatched to the site of your disabled vehicle.

### On-Site Assistance

On-site service for vehicle disablements such as flat tires, dead batteries, and out of fuel conditions is provided by MINI Roadside Assistance.

The cost for parts and fuel, when used on-site, are the responsibility of the owner/driver. The MINI New Passenger Car Limited Warranty does not cover any of the above on-site services.

### Lock-Out

Please contact MINI Roadside Assistance for lockout situations. MINI Roadside Assistance will attempt to reunite the owner with a spare key by calling someone at customer's residence or by sending a taxicab to pick you up. (Cost of taxi is not reimbursable.) Be sure the vehicle is in a safe location in the above situations. As a

last resort, we will have your MINI towed to dealership. The MINI dealership can assist with key replacement. Towing services will be provided up to a maximum of \$100.00 per incident. The cost for replacement keys is the responsibility of the owner/driver.

### **Towing Service**

In the event of a mechanical breakdown normally covered under the MINI New Passenger Car Limited Warranty, your vehicle will be transported (at no cost) to the nearest authorized MINI Dealer. Your vehicle is also covered in the event of an accident or collision.

If a breakdown occurs after normal business hours, your vehicle will be transported to a secure location and transported to the nearest authorized MINI Dealer on the next business day.

If you request that the vehicle be taken to a location other than the nearest authorized MINI Dealer, any additional expense will be your responsibility.

Towing requests for vehicles disabled because of casualty, fire, act of God, acts of war (declared or undeclared), or violation of law (federal, state or local) are accepted at the expense of the owner/driver.

If it is necessary for you to have your vehicle towed through your own arrangements, you must contact MINI Roadside Assistance for prior authorization and instructions on claim procedures. All claims must be submitted within sixty (60) days of the disablement or occurrence, accompanied by the original receipts. Claims received after that time period may not be honored and are subject to the full discretion of MINI Roadside Assistance. If MINI Roadside Assistance is not contacted for "prior" authorization, the maximum coverage for towing situations is \$50.00.

### Sign-and-Drive

In most instances, services provided under the MINI Roadside Assistance Program do not require immediate payment.

Usually, you will be able to sign a receipt, so the provider of the service can be reimbursed directly by MINI Roadside Assistance.

Parts, materials, and fuel should be paid for by you directly to the provider of the services.

### **Trip Interruption Benefits**

Trip interruption benefits are provided for mechanical breakdowns as follows:

- Breakdowns that are warranty related, and;
- Must occur in excess of 100 miles from the driver's residence, and:
- Repairs cannot be completed during normal business hours on the same day of breakdown.

Reimbursements will be made for meals, lodging, car rentals, and alternate transportation to bring the driver and the MINI passenger car together after the vehicle has been repaired by an authorized MINI Dealer. Original receipts and a copy of the vehicle repair order must accompany all reimbursement requests.

Trip interruption coverage is limited to \$750.00 per incident, for a maximum of five days per incident.

Always contact MINI Roadside Assistance for trip interruption benefits. They will assist in making all the necessary arrangements.

### **Exclusions**

Specifically excluded from coverage are:

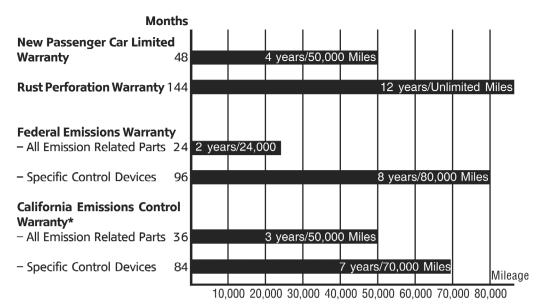
- Fines, taxes, or impound towing fees caused by a violation of local or state law.
- Expenses related to hazardous weather conditions (removal from snow, ice, etc.).
- Expenses for the removal of snow tires, and mounting or removal of snow chains.

Services provided by The American Automobile Association, 1000 AAA Drive MS 27, Heathrow, Florida 32746-5063.

Telephone 1-866-646-4772 (MINIRSA).

The MINI Roadside Assistance Program is not a warranty and does not affect your rights under the MINI New Passenger Car Limited Warranty.

### **Summary of the MINI New Passenger Car Limited Warranties**



<sup>\*</sup> The California Emissions Control System Limited Warranty applies to all 2007 U.S. specification MINI vehicles sold, leased, and/or registered in California, Maine, Massachusetts or Vermont.

### MINI New Passenger Car Limited Warranty — 2007 Models (Valid only in the U.S.A. and Puerto Rico)

### Warrantor

The MINI Division of BMW NA warrants 2007 U.S. specification vehicles distributed by the MINI Division 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 the MINI Division. 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 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 must be 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 this Statement (page 24).

### 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, or 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 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.

### 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 2007 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.

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 the 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 this Statement.

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 limited 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 34), 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 lia-

bility 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, Maine, 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 Emission 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 vehicle to pass an emissions test approved by the U.S. Environmental Protection Agency and:

- The passenger car was distributed by the MINI Division of BMW NA; and
- 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
- 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 34), 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 Director, Field Operations and Support Division (6406J), Environmental Protection Agency, 401 "M" Street, Washington, DC 20460 (Attn: Warranty Claim).

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 8 years or 80,000 miles, whichever occurs first.

### CATALYTIC CONVERTER

ENGINE CONTROL MODULE (INCLUDING ON-BOARD 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 2007 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 to 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:
- 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 PERFOR-MANCE WARRANTY.
- 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, specially noted on page 38 as having 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 of North America, LLC Customer Relations and Services Department P.O. Box 1227

Westwood, N.J. 07675-1227 Telephone: 1-866-ASK-MINI (275-6464) Email: MINI assistance@askMINIUSA.com

or the

California Air Resources Board 9528 Telstar Avenue El Monte, CA 91731

\*The California Emissions Control System Limited Warranty applies to all 2007 U.S. specification MINI vehicles sold, leased, and/or registered in California, Maine, Massachusetts or Vermont.

### California Emission Control System Limited Warranty\*

This limited 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 38, 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.

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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 section of this Statement.

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, 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.

COMPONENT	MINI Cooper	MINI Cooper S
CATALYTIC CONVERTER	•	•
INTAKE MANIFOLD		•
ENGINE CONTROL MODULE	•	•
SUPER CHARGER		•
FUEL TANK	•	•
EXHAUST MANIFOLD WITH CATALYST	•	•
FUEL RAIL	•	
TRANSMISSION CONTROL MODULE		•
KNOCK SENSOR		•

### **Notice**

The "National Traffic & Motor Vehicle Safety Act of 1966" requires manufacturers to be in a position to contact the vehicle owners when a correction of a product defect becomes necessary. Please fill in the attached postcard if you change your address or purchase a used MINI.



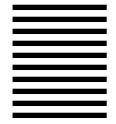
### **BUSINESS REPLY MAIL**

FIRST CLASS MAIL PERMIT NO. 131 WESTWOOD, NJ

Warranty Department BMW of North America, LLC MINI Division P.O. Box 1227 Westwood, NJ 07675-9868

Attn: Customer Satisfaction

NO POSTAGE
NECESSARY
IF MAILED IN
THE
UNITED STATES







### **BUSINESS REPLY MAIL**

FIRST CLASS MAIL PERMIT NO. 131 WESTWOOD. NJ

Warranty Department BMW of North America, LLC MINI Division P.O. Box 1227 Westwood, NJ 07675-9868

Attn: Customer Satisfaction







### **INFORMATION CHANGE CARD**

Please print new owner or update your customer information

For immediate updates please contact the MINI Division of BMW NA Customer Relations Department at 1-866-ASK-MINI (275-6464).

Please Check One: 🗖 Add	Iress Change	Ownership Change					
□ Mr. □ Mrs. □ Ms. La	st Name		First Name			Middle Init	ial
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City	State	Zip	AM Phone		PM P	hone	
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The information provided by yo	u will be used by N	AINI to update		Purchased Privately		Exported	
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or call 1-866-ASK-MINI to reque	st a copy.		(	Gifted		Never Owned	
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policy please go to: www.minius	sa.com/link/questi			Lease Ended		Stolen	
or call 1-866-ASK-MINI to reque				Gifted		Never Owned	

### 2007 MINI COOPER AND MINI COOPER S SERVICE & WARRANTY INFORMATION





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