



>>smart USA Warranty | 2008
smart fortwo coupe and smart fortwo cabriolet



CIG2008

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>Warranty Coverage at a Glance

Description	1 Yr 12,000	2 Yr 24,000	3 Yr 50,000	4 Yr 50,000	7 Yr 70,000	8 Yr 80,000
smart USA Limited Warranty						
Corrosion Perforation Warranty						
Federal Emission Systems Warranty						
Federal Emission Performance Warranty						
California Emission Performance Warranty						
California Emission Defects Warranty						

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>1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that smart USA makes for your vehicle. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For example, there may be some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and smart USA completely disclaims them to the extent allowed by law.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

1.1 Incidental and Consequential Damages Not Covered

Your warranties do not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time at work;
- inconvenience;
- the loss of the use of your vehicle;
- the cost of rental vehicles, gasoline, telephone, travel, or lodging;
- the loss of personal or commercial property; and
- the loss of revenue or profits.

Some states do not allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

>2. What Is Covered Under smart USA Warranties

2.1 smart USA Limited Warranty

A. Who Is Covered?

You are covered by the smart USA Limited Warranty if you are a purchaser for use of the vehicle.

B. What Is Covered

The smart USA Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle that is defective in material or workmanship. There is no list of covered parts since the only exception is tires. You pay nothing for repairs covered by the warranty. Warranty repairs or adjustments — including all parts and labor connected with them — must be made by a **smart center**. Repairs performed somewhere other than at a **smart center** are not covered by the warranty unless written approval is secured in advance. The **smart center** may use new or remanufactured parts to repair any vehicle under warranty.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are not covered by the smart USA Limited Warranty:

- tires;
- items added or changed after your vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization.

Be sure you get a copy of any warranty that applies to these items from your **smart center**, or from the maker of the product. You can find the Continental Tire Adjustment Policy in your Owner's Literature Package.

D. Towing Costs Are Covered Under Certain Circumstances

The smart USA Limited Warranty covers the cost of towing your vehicle to the nearest **smart center** if your vehicle cannot be driven because a covered item has failed. If you choose to go to another **smart center**, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. When It Begins

The smart USA Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the vehicle; or
- the date when the vehicle was first put into service — for example, when the original owner takes delivery, or when a vehicle is put into lease or demonstrator service.

F. When It Ends

The smart USA Limited Warranty lasts for 24 months from the original in service date or for 24,000 miles, whichever occurs first. The following items are covered only for 12 months or for 12,000 miles, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;
- clutch (pressure plate, clutch disc, flywheel);
- windshield and rear window; and
- wheel alignment and wheel balancing.

G. Registration and Operation Requirements

The smart USA Limited Warranty covers your vehicle only if:

- it was built for sale in the United States;
- it is registered in the United States;
- it is driven mainly in the United States;
- it is operated and maintained in the manner described in your Operator’s Manual and Scheduled Maintenance Guide.

H. If Your Vehicle Leaves the United States

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY COVERAGE ON THIS VEHICLE IF IT IS SOLD IN OR REGISTERED IN COUNTRIES OTHER THAN THE UNITED STATES.

This policy does not apply to vehicles that have received authorization for export from smart USA. **smart centers** may not give authorization for export. You should consult an authorized **smart center** to determine this vehicle’s warranty coverage if you have any questions.

This policy does not apply to vehicles registered to United States Government officials or military personnel on assignment outside of the United States.

2.2 Restraint System Limited Warranty (Vehicles sold and registered in the State of Kansas only)

For vehicles sold and registered in the State of Kansas, seatbelts and related seatbelt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seatbelts and related components required as the result of collision.

2.3 Corrosion Perforation Warranty

This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust through) for a period of 48 months or 50,000 miles, subject to the exceptions indicated under “What Is Not Covered” in Section 3 of this publication.

>3. What Is Not Covered

3.1 Modifications Not Covered

A. Some Modifications Do Not Void the Warranties But Are Not Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-smart USA parts, components, or equipment (such as a non-smart USA radio or speed control); and
- using special non-smart USA materials or additives.

Your warranties do not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-smart USA parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-smart USA parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine smart USA accessories installed by an authorized **smart center**;
- applying rustproofing or other protection products;
- changing the vehicle’s configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or
- using any refrigerant that smart USA has not approved.

B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers; or
- attaching any device that disconnects the odometer will also void your warranties.

3.2 Environmental Factors Not Covered

Your warranties do not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3 Other Costs Not Covered

Your warranties do not cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Operator's Manual or Scheduled Maintenance Guide.

The warranties do not cover the costs of your vehicle's normal or scheduled maintenance — the parts and services that all vehicles routinely need.

Some of these parts and services, which your warranties do not cover, include:

- oil changes and lubrication;
- engine tune-ups;
- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- cleaning and polishing; and
- replacing worn wiper blades, worn brake pads, linings, brake rotors or clutch linings.
- Failure of original smart USA parts and equipment caused by the installation of non-smart USA parts or equipment.
- Faulty installation of smart USA parts by a non-authorized smart USA repair facility.

3.4 Racing Not Covered

Your warranties do not cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects or failures that are found as the result of participating in a racing event.

3.5 Other Exclusions

Your warranties do not cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving over curbs or overloading;
- tampering with the emission systems, or with a part that could affect the emission systems;
- use of used parts, even if they were originally supplied by smart USA (however, authorized smart USA remanufactured parts are covered);
- windshield or rear window damage from external objects;
- any changes made to your vehicle that do not comply with smart USA standards; or
- using any fluid that does not meet the minimum recommendations in your Operator's Manual or Scheduled Maintenance Guide.

3.6 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if:

- the vehicle is declared to be a total loss by an insurance company;
- the vehicle is rebuilt after being declared to be a total loss by an insurance company; or
- the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

smart USA may deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

3.7 Restricted Warranty

Your warranties can also be restricted by smart USA if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by smart USA before warranty repairs are performed.

>4. Other Terms of Your Warranties

4.1 Exchanged Parts May Be Used in Warranty Repairs

In the interest of customer satisfaction, smart USA may offer exchange service on some vehicle parts. This service is intended to reduce the amount of time your vehicle is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be installed by smart meet smart USA standards, and have the same warranties as new parts.

Examples of the parts that might be serviced in this way are:

- engine assemblies;
- transmission assemblies;
- instrument cluster assemblies;
- radios, tape, CD and DVD players;
- speedometers; and
- powertrain control modules.

To help control suspected ozone-depleting agents, the EPA requires the capture, purification, and reuse of automotive air-conditioning refrigerant gases. As a result, a repair to the sealed portion of your air-conditioning system may involve the installation of purified reclaimed refrigerant.

4.2 Pre-Delivery Service

A defect in or damage to the mechanical, electrical, sheet-metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to the **smart center**. You should carefully inspect your vehicle at the time of delivery and report any damage to your **smart center**.

Such a defect or damage is usually detected and corrected at the factory. In addition, **smart centers** must inspect each vehicle before delivery. They may repair any defects or damage detected before the vehicle is delivered to you or as reported by you at the time of delivery.

4.3 Production Changes

Changes may be made in vehicles sold by smart USA and its **smart centers** at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

4.4 Governing Law and Other Terms

All of the warranties, except for the Federal Emission warranty and the California Emission warranties, are made under Michigan law, and Michigan law will be used to interpret them. Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits their disclaimer. No person, including smart USA employees or **smart center** employees may modify or waive any part of these warranties.

>5. Emission Warranties Required By Law

5.1 Federal Emission Systems Warranty

A. Parts Covered for 2 Years or 24,000 Miles

Federal law requires smart USA to warrant the following emissions parts for 2 years or 24,000 miles, whichever occurs first. smart USA covers all of these parts under the smart USA Limited Warranty for 2 years or 24,000 miles, whichever occurs first.

- Air system controls;
- electronic fuel injection system, including injector;
- evaporative-emission canister and controls;
- exhaust manifold;
- exhaust gas recirculation valve and control system;
- exhaust pipes (between exhaust manifold and catalyst);
- fuel cap and tank assembly, pump, and fuel lines;
- ignition coil and ignition module;
- intake manifold;
- on-board diagnostic-system components;
- oxygen sensors;
- positive crankcase-ventilation (PCV) valve or orifice;
- secondary ignition wires;
- spark plugs;
- throttle body;
- transmission-control module;
- vacuum hoses, clamps, and fittings, as well as tubing used for these components;
- vacuum, temperature, altitude, speed, time-sensitive valves, sensors, and switches used in these components and systems; and

- to the extent not included above, any parts described in appendix VIII of 40 CFR part 85.

B. Parts Covered for 8 years or 80,000 miles

If your vehicle has one of the following parts, this Federal Emission Systems Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first.

These limits are counted from the time when your smart USA Limited Warranty begins under Section 2.1(E). The covered parts are:

- catalytic converter; and
- powertrain control module.

C. Additional Emission Warranties

If your vehicle is equipped with a California Certified Emission Control System and is registered in California, Massachusetts, Maine, Vermont, Connecticut, Rhode Island, or Pennsylvania, the California Emission Warranty — described in Section 5.3 — also applies.

5.2 Federal Emission Performance Warranty

This warranty supplements the Federal Emission System Warranty under section 5.1. which lasts for 2 years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts, catalytic converter and powertrain control module, this Federal Emission Performance Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first. These limits are counted from the time when your smart USA Limited Warranty begins under Section 2.1(E). The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to comply with Federal Emission Standards.

Section 6.4 explains how to get service under this warranty.

5.3 California Emission Warranty

Your Warranty Rights and Obligations (Applies Only to Vehicles Certified for Sale and Registered in the State of California)

The California Air Resources Board is pleased to explain the emission control system warranty on your 2008 model vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. smart USA must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

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

Where a warrantable condition exists, smart USA 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 first occurs:

1. If your vehicle fails a Smog-Check test, all necessary repairs and adjustments will be made by smart USA to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.
2. If any emission-related part on your vehicle is defective, the part will be repaired or replaced by smart USA. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles, whichever first occurs:

1. If an emission-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by smart USA. 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 Operator's Manual**. smart USA recommends that you retain all receipts covering maintenance on your vehicle, but smart USA 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 a **smart center** 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 smart USA may deny your warranty coverage if your vehicle or a 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 smart USA Customer Center at 1-800-762-7887 or the California Air Resources Board at 9480 Telstar Avenue, Suite 4, El Monte, CA 91731.

**A. California Emission Performance Warranty -
3 Years or 50,000 Miles, Whichever Occurs First**

California law requires smart USA to warrant that if any emission-related part on your vehicle is defective, smart USA will repair or replace the part for 3 years or 50,000 miles, whichever occurs first.

The repair or replacement will be made at no charge to you for diagnosis, parts or labor. Any other parts damaged by the failure of a defective part will also be repaired or replaced.

In addition, if your vehicle fails a smog-check test, smart USA will make all necessary repairs and adjustments to ensure that your vehicle passes the inspection.

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

**B. California Emission Defect Warranty -
7 Years or 70,000 Miles, Whichever Occurs First**

(See Federal Emission Warranty Section 5.1.B).

- Engine Control Module
- Transmission Control
- Exhaust manifold with catalyst
- Intake manifold
- Throttle body
- Fuel pump
- Fuel rail
- Fuel tank
- Air pump
- EVAP canister
- Instrument cluster

C. Getting Service Under This Warranty

Section 6.5 explains how to get service under this warranty.

>6. How to Get Warranty Service

6.1 Where to Take Your Vehicle

A. In the United States:

Warranty service must be done by an authorized USA **smart center**. We strongly recommend that you take your vehicle to your selling **smart center**. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you cannot service the vehicle at the selling **smart center**, it is recommended that you service the vehicle at the same **smart center**. By doing so, you will allow the facility to get to know you and your particular vehicle needs. If you move within the United States, warranty service may be requested from any authorized **smart center**.

B. In a Foreign Country Outside of the United States:

If you are traveling temporarily outside of the United States, and your vehicle remains registered in the United States:

- Take your vehicle to a **smart center**.
- If the **smart center** charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. (This receipt will be similar to the one used by the **smart center** who normally services your vehicle.)
- When your vehicle returns to the United States, mail smart USA Customer Relations (Section 7.2) for reimbursement consideration. You will normally need to provide a copy of the receipt, your vehicle registration and any other relevant documents.
- Reimbursement will not be considered if the vehicle does not return to the United States.

C. If You Move:

If you move to another country, be sure to contact the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may also be required to obtain documentation from smart USA in order to register your vehicle in your new country.

D. Notice:

If your vehicle is registered outside of the United States, your vehicle will no longer be eligible for warranty coverage of any kind. (Vehicles registered to United States government officials or military personnel on assignment outside of the United States will continue to be covered.)

6.2 How To Get Towing Service - United States or Canada Only**A. What To Do:**

If your vehicle requires towing due to a defect covered under the smart USA Limited Warranty, dial toll-free 1-800-762-7887. Provide your name, vehicle identification number, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an “unsafe situation”, please let us know. With your consent, we will contact local police or safety authorities.

B. If Unable to Contact 24-Hour Towing Assistance:

If you are unable to contact 24-Hour Towing Assistance and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service facility, for services rendered within 30 days of the occurrence. Be sure to include your vehicle identification number, odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. smart USA determination relating to reimbursement are final. Correspondence should be mailed to:

smart USA Towing Assistance
1765 Telegraph Road
Bloomfield Hills, MI 48302
Attention: Claims Department

6.3 Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized **smart center**, follow the reimbursement procedure in Section 6.1(B). Get a detailed receipt for the work done. Make sure that the receipt lists all warranty repairs and parts that were involved. Mail smart USA Customer Relations (address in Section 7.2) for reimbursement consideration. smart USA determination relating to reimbursements are final.

6.4 Getting Service Under the Federal Emission Warranties**A. What to Do**

If your vehicle has failed an emissions test described in Section 5.2:

- Take it to an authorized **smart center** as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- Bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

B. Further Steps You Can Take, and How to Get More Information

If you think your **smart center** has wrongly denied you emission-warranty coverage, follow the steps described in Section 7.1. The smart USA Customer Center will reply to you in writing within 30 days after receiving your inquiry (or within the time limit required by local or state law). If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

If you want more information about getting service under the Federal Emission Warranty or the Performance Warranty, or if you want to report what you think is a violation of these warranties, you can contact:

Office of Transportation and Air Quality
 Vehicle Compliance Group
 Ariel Rios Building (64055)
 1200 Pennsylvania Ave., NW
 Washington, DC 20460

6.5 Getting Service Under the California Emission Warranty**A. What to Do If You Fail a Smog-Check**

If a vehicle fails a state Smog-Check test during the coverage period, smart USA will repair the vehicle so that it will pass a State Smog-Check re-test. The owner should take the vehicle to any authorized **smart center** for warranty repairs and give a copy of the failed Smog-Check test report to the **smart center**. If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

B. What to Do to Get Warranty Service

To get warranty service – even if you’re traveling – take your vehicle to any **smart center**. That **smart center** will perform any warranty service without charging you for diagnosis, parts or labor.

C. Emergency Emission Warranty Service

If you need emergency service under this warranty and a **smart center** is not readily available, you may have your vehicle repaired by anyone using any brand of repair parts. However, smart USA recommends that you do the following before having repairs made:

- Contact smart USA and ask for help with emission warranty service. (You'll find the address and telephone number in Section 7.2.)
- Smart USA will recommend an authorized servicing **smart center** or help you find a qualified independent servicing facility.
- If you are going to have to use an independent service facility, make arrangements during your first contact with the Customer Center for getting reimbursed for emergency repairs (including labor and diagnosis). You will need to get and keep the replaced parts, as well as the original invoice marked "paid".
- You should review with Smart USA any questions you have about the emission warranty. Reimbursement for parts will be based on smart USA suggested retail price. Reimbursement for labor will be based on smart USA recommended time allowance for the repair and on the appropriate hourly labor rate in the geographic area where you had the work done.

Before smart USA will reimburse you for emergency repairs under this warranty, you will have to provide smart USA with details on why the situation was an emergency and a description of why **smart center** service was unavailable.

Under this warranty, an emergency occurs if a part will not be available within 30 days or if a repair can not be completed within 30 days.

D. How to Get More Information

If you want more information about getting service under the California Emission Warranty, you can contact one of the following:

smart USA
Customer Center
1765 Telegraph
Bloomfield Hills, MI 48032
Phone: 1-800-762-7887

California Air Resources Board
Mobile Source Division
Air Resources Board
9528 Telstar Ave.
El Monte, California 91731

>7. How to Deal with Warranty Problems**7.1 Steps to Take****A. In General**

Normally, warranty problems can be resolved by your **smart center's** sales or service departments. That's why you should always talk to your **smart center's** service manager or sales manager first. But if you're not satisfied with your **smart center's** response to your problem, smart USA recommends that you do the following:

Step 1: Discuss your problem with the owner or general manager of the **smart center**.

Step 2: If your **smart center** still can't resolve the problem, contact smart USA. You'll find the contact information in Section 7.2.

B. What smart USA Will Do

Once you have followed the two steps described in Section 7.1(A), a smart USA representative will review your situation. If it is something that smart USA can help you with, smart USA will provide your **smart center** with all the information and assistance necessary to resolve the problem. Even if smart USA can't help you, smart USA will acknowledge your contact and explain smart USA position.

C. The Better Business Bureau (BBB) Mediation/Arbitration Program

smart USA and your dealer are committed to customer satisfaction. Normally, any concern you have with the operation of your vehicle can be resolved by your dealer's sales or service departments. If you have concerns that are not resolved to your satisfaction, smart USA recommends the following steps:

Step 1: Discuss your concern with a member of dealership management, the General Manager, or the owner of the dealership.

Step 2: If resolution of your concern is not possible at the dealership level, contact smart USA at the address in Section 7.2.

Step 3: If satisfaction is still not obtained, smart USA is a voluntary participant in a no-charge mediation/arbitration program made available to you through the Better Business Bureau (BBB). The BBB can be contacted at the following address below. **Please note that arbitration through this program is required prior to exercising rights or seeking remedies created by the Magnuson-Moss Warranty Act and under some state Lemon Law statutes.**

**Council of Better Business Bureaus
Auto Line Program
4200 Wilson Blvd., Suite 800
Arlington, VA 22203
Phone: 1-800-955-5100
Fax: 1-703-247-9700
www.bbb.org**

D. Notice Under State Lemon Laws

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, smart USA requires that you first notify smart USA in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws.

In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the smart USA Customer Center at the address in Section 7.2.

7.2 smart USA Customer Relations

Here are the address and telephone number of smart USA. They can help you wherever you happen to be.

smart USA Relations
1765 Telegraph
Bloomfield Hills, MI 48302
Phone: 1-800-762-7887

>8. Maintenance

8.1 General Maintenance

It is your responsibility to properly maintain and operate your new vehicle. Please follow the instructions contained in the Scheduled Maintenance Guide provided with your Owner's Literature Package. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and smart USA concerning your maintenance of your vehicle, smart USA will require you to provide proof that your vehicle was properly maintained.

For your convenience, smart USA has prepared a Maintenance Log which is included in this book. You should use this Maintenance Log to keep track of scheduled maintenance, either by routinely having the repairs entered in your Maintenance Log, or by keeping receipts or other documentation of work you have had done on your vehicle in your Maintenance Log.

8.2 Where To Go For Maintenance

smart USA recommends that you return to the **smart center** from whom you bought your vehicle for all maintenance service both during and after the warranty periods. Although you may get warranty service from any **smart center** who sells your particular make, returning to your selling **smart center** will help ensure that all your service needs are met and that you are completely satisfied. The **smart center** technicians are specifically trained to proficiently perform maintenance and repair procedures on your smart USA vehicle. Please keep in mind that this is a very unique vehicle, with which non-smart service facilities may not have adequate familiarity or experience to address your inquiries.

Authorized **smart centers** will help ensure that all your service needs are met and that you are completely satisfied. smart USA strongly recommends you use genuine smart parts to maintain your vehicle.



NOTIFICATION TO smart USA DISTRIBUTOR LLC.

Customer Name _____

Address _____

(Street) (City) (State) (ZIP)

Daytime Telephone _____

VIN Number _____

Date of Purchase _____ Mileage _____

Servicing Smart Center _____

Number of days vehicle has been Out-of-Service _____

Number of repair attempts to repair same condition _____

Description of Concern _____

smart USA Customer Relations
1765 Telegraph Road
Bloomfield Hills, MI 48302

**PLACE
STAMP
HERE**

Name

Street Address

City, State, ZIP

Tape Here (No Staples)

Tape Here (No Staples)

To assist in providing security during mailing this Reply Card is designed to fold in half enabling the flap to conceal your personal information.

Fold flap and secure by applying clear tape along outside bottom edge on both sides (Do Not Use Staples)

Tape Here (No Staples)

Tape Here (No Staples)