



**Service and Warranty Information 2015**  
**smart fortwo coupe and cabriolet**



## QUICK REFERENCE TO WARRANTY COVERAGE

(Complete warranty coverage starts on (▷ Page 11))

<b>BASIC WARRANTY</b>	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <p style="margin: 0;">4 Years/50,000 Miles</p>
<b>EMISSION SYSTEM/CONTROL</b> (Federal)	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <p style="margin: 0;">2 Years/24,000 Miles</p>
<b>EMISSION PERFORMANCE/CONTROL</b> (Federal)	<div style="background-color: black; width: 200px; height: 15px; margin-bottom: 5px;"></div> <p style="margin: 0;">8 Years/80,000 Miles (Limited Coverage - please refer to text)</p>
<b>EMISSION PERFORMANCE</b> (California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington)	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <p style="margin: 0;">3 Years/50,000 Miles</p>
<b>EMISSION CONTROL</b> (California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington)	<div style="background-color: black; width: 200px; height: 15px; margin-bottom: 5px;"></div> <p style="margin: 0;">7 Years/70,000 Miles (Limited Coverage - please refer to text)</p>

**Years in Service**

**1 2 3 4 5 6 7 8 9 10**

*Dear smart Owner:*

*As an authorized smart Center, we are dedicated to providing you with unparalleled Commitment to Excellence in Sales and Service.*

*We will always do everything possible to live up to this commitment.*

---

Authorized smart Center's Signature and Stamp

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

Sales Department Hours: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Service Department Hours: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Parts Department Hours: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Additional Customer Assistance/Services: \_\_\_\_\_

\_\_\_\_\_

Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

VIN \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Delivery/Warranty: Mo. \_\_\_\_\_ Day \_\_\_\_\_ Yr. \_\_\_\_\_

Selling authorized smart Center Code: \_\_\_\_\_

LIMITED WARRANTY TERMS: The first to occur of 4 Years or 50,000 miles from date of delivery or when put into service. (See details starting on (▷ Page 11) of this booklet.)

OTHER: \_\_\_\_\_

\_\_\_\_\_  
Owners's Signature

NEW VEHICLE  
 PRE-DELIVERY  
 INSPECTION  
 PERFORMED

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

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Service Manager's Signature

Delivery and Owner Instructions

- Owner instructed in operation of vehicle
- Service and Warranty Information Booklet, Operator Manuals  
 and Maintenance Booklet reviewed with owner
- Owner introduced to Service Department Staff
- Owner instructed on:           Maintenance Schedule   
   Roadside Assistance

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smart Sales Representative's Signature

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## General

The subsequent pages of this Service and Warranty Information booklet describe some service requirements and the warranties you receive as a smart owner. Your vehicle is covered under the terms of these "Warranties" and your authorized smart Center will exchange or repair any defective parts in accordance with the terms of such warranties within stated limits.

Please keep this booklet together with the Operator's Manual, Maintenance Booklet and other documents concerning your vehicle so that future owners will have access to this literature if you should sell the vehicle.

See (▷ Page 44) for a list of models covered in this edition.

## Replacement Parts for Your smart

Genuine smart parts, Genuine smart Remanufactured Parts and factory approved accessories are the recommended replacement parts for your smart vehicle and are available through your authorized smart Center.

These parts meet the same exacting quality control standards as the original equipment on your vehicle and comply with all applicable Federal and State safety regulations.

Consult your authorized smart Center for warranty and other details. Also ask your Center about the Genuine smart Remanufactured Parts portfolio. These parts cost less than new parts but carry the same warranty terms.



*As a smart owner you deserve service unparalleled in the industry.*

*To meet your service needs, your authorized smart Center employs factory trained staff using the latest diagnostic and service techniques. Whether it is a small adjustment or major service, your authorized smart Center will work to accommodate you quickly and efficiently.*

*Finally, should you ever experience an emergency repair situation, our 24-Hour Roadside Assistance Program is only a toll free call away. (1-800-762-7887)*

>> **Service and Warranty.**

***THANK YOU . . . for the confidence you have placed in us.***

***We will always do everything possible  
to continue to earn your trust and goodwill.***

Business Card  
of  
smart Sales Representative  
(Insert here)

Business Card  
of  
Service Manager  
(Insert here)

>> **Service and Warranty.**

**Items Which Are Covered:**

**DEFECTS:** Mercedes-Benz USA, LLC (MBUSA) warrants to the original and each subsequent owner of a new smart vehicle that any authorized smart Center will make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period.

**ANY AUTHORIZED SMART CENTER:** Any authorized smart Center of the owner's choice will perform warranty repairs or replacements. The vehicle should be delivered to an authorized smart Center during normal service hours. A reasonable time should be allowed after taking the vehicle to an authorized smart Center for performance of the repair.

**WARRANTY STARTS:** The warranty period starts on the date the vehicle is delivered to the first retail purchaser or put in service as an authorized smart Center demonstrator or MBUSA or Mercedes-Benz U.S. International, Inc. (MBUSI) or Mercedes-Benz Research & Development North America, Inc. (MBRDNA) company vehicle.

**WARRANTY PERIOD:** This warranty is for 48 months or 50,000 miles, whichever occurs first.

Not all components or adjustments carry a 48 month or 50,000 mile warranty. Warranty coverage for specific components or adjustments is based on the vehicle's time in service or mileage and should always be verified with your authorized smart Center prior to any repairs. Examples include, but are not limited to, the following:

- Wheel alignment and balancing
- Brake pads
- Brake discs
- Glass
- Wiper blades and inserts
- Remote control key batteries

See (▷ Page 14) for items not covered by this warranty.

**NO CHARGE:** Warranty repairs will be made at no charge for parts and labor.

**WARRANTY AVAILABLE:** This warranty is applicable only in the United States and Puerto Rico. If you take your vehicle to Canada temporarily, such as on vacation, warranty service may be requested from any authorized smart Center.

In all other countries defects in material and workmanship will be handled in accordance with the terms and limitations of a Limited Warranty of 24 months with unlimited miles.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EXCEPT FOR THE EMISSION SYSTEMS WARRANTIES, THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF A SMART VEHICLE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE FIRST TO OCCUR OF 48 MONTHS OR 50,000 MILES FROM THE DATE OF INITIAL OPERATION OR ITS RETAIL DELIVERY, WHICHEVER EVENT SHALL FIRST OCCUR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE AUTHORIZED SMART CENTER NEITHER ASSUME NOR AUTHORIZE ANY PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH VEHICLE. NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS DAMAGE OR INJURY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID, INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

**CALIFORNIA SUPPLEMENT**

EXCEPT FOR THE EMISSIONS SYSTEMS WARRANTIES, THIS IS THE ONLY EXPRESS WARRANTY PROVIDED IN CONNECTION WITH THE PURCHASE OF A SMART VEHICLE. THE STATE OF CALIFORNIA ALSO PROVIDES AN IMPLIED WARRANTY OF MERCHANTABILITY, AND WHERE APPLICABLE, AN IMPLIED WARRANTY OF FITNESS. THE DURATION OF THESE IMPLIED WARRANTIES, HOWEVER, SHALL BE LIMITED TO ONE (1) YEAR FROM THE DATE OF THE ORIGINAL RETAIL SALE. OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS BOOKLET AND THE IMPLIED WARRANTY OF MERCHANTABILITY, AND WHERE APPLICABLE, THE IMPLIED WARRANTY OF FITNESS, AS LIMITED IN DURATION ABOVE, MERCEDES-BENZ USA, LLC DISCLAIMS ANY AND ALL OTHER IMPLIED WARRANTIES. NEITHER DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC., NOR ANY SMART AUTHORIZED SALES OR SERVICE CENTER CAN ASSUME OR AUTHORIZE ANY PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH A SMART VEHICLE. NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS DAMAGE OR INJURY TO PERSONS OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID, INCURRED, OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY.

**Items Which Are Not Covered:**

**TIRE AND RIM DAMAGE:** Damage to the tires such as punctures, cuts, snags, bruises, impact damage and breaks resulting from pothole impact, curb impact, or from other objects/road hazards is not covered. Damage from incorrect inflation, excessive axle load, high speed spinning (when stuck in ice, mud or snow), tire chains, racing or competitive driving events, incorrect mounting or demounting, improper puncture repair, misuse, negligence, alteration and misapplication is not covered. Rapid or irregular tire tread wear due to lack of tire rotation according to the recommended intervals specified in your vehicle's maintenance booklet or incorrect wheel alignment or tire balance is not covered. Tire tread wear is also not covered.

Damage to the rims resulting from pothole impact, curb impact, or from other objects/road hazards is not covered.

**WHEEL ALIGNMENT:** Adjustments for road crown issues are not covered.

**BRAKE PADS AND DISCS:** Replacement due to normal wear or as part of regular maintenance is not covered.

**WIPER BLADES AND INSERTS:** Damaged or worn wiper blades and wiper blade inserts are not covered.

**DAMAGE DUE TO ACCIDENTS, MISUSE OR NEGLIGENCE:** Accidents or damage from objects striking the vehicle. Misuse of the vehicle such as driving into or over potholes, curbs, or other objects/road hazards; overloading, improper operation, storage or transport (Proper use is described in the Operator's Manual).

**DAMAGE DUE TO LACK OF MAINTENANCE:** Lack of proper maintenance as described in the Maintenance Booklet. Use of service parts or fluids, such as paper oil filters or improper engine oil, which are nonapproved by MBUSA, will cause engine damage not covered by the warranty.

**NORMAL MAINTENANCE IS OWNER'S RESPONSIBILITY:** : Cleaning and polishing, fluids and filters, replacing worn wiper blades, wiper rubber inserts, brake pads and discs, and clutch discs and pressure plates are some of the normal maintenance services required and are not covered by this warranty. See Maintenance Booklet for details.

Damage caused by the use of improper filters (including oil filters), engine oils, fluids, cleaners, polishes, or waxes is not covered.



**Items Which Are Not Covered: (cont'd)****DAMAGE DUE TO ALTERATIONS:**

Alterations by changing or adding to the vehicle can adversely affect its performance, reliability and longevity and are not covered by this warranty.

**DAMAGE CAUSED BY REPAIR PARTS AND MISFUELING:**

MBUSA strongly warns against the introduction of fuels with an anti-knock index less than 91 octane or ethanol blends greater than E10 in non flex-fuel capable gasoline engine equipped vehicles, and in vehicles equipped with a diesel engine, strongly warns against the introduction of biodiesel blends greater than B5. Malfunctions caused by the use of other than Genuine smart parts and accessories and damages or malfunctions resulting from incorrect fuel usage, poor fuel quality (including biodiesel blends not meeting ASTM D6751 or EN590 quality standards) or from blending additional fuel additives other than those expressly approved for use in exceptional circumstances (see vehicle operator's manual) by MBUSA are not covered.

**DAMAGE CAUSED BY IMPROPER BODY**

**REPAIRS:** Damage or malfunctions caused by body repairs not performed in accordance with smart specified repair procedures or otherwise improperly performed are not covered by this warranty.

**ALTERED ODOMETER:** No warranty coverage shall apply to any vehicle on which the odometer has been altered and the actual mileage cannot be determined.

**DAMAGE FROM THE ENVIRONMENT:** Parts made from cloth or leather (upholstery, convertible tops, trim items), wood, paint or chrome which have been affected by airborne fallout, such as chemical and tree sap, or by road salt, hail, windstorm or other environmental factors are not covered by this warranty.

**DAMAGE TO GLASS:** Glass breakage or scratches are not covered unless positive physical proof of a manufacturing defect can be established.

**Items Which Are Not Covered: (cont'd)**

**EXTRA EXPENSES:** This warranty does not cover payment for loss of use of the vehicle during warranty repairs nor lodging bills, substitute transportation rentals, or other travel costs, telephone calls, loss of pay, or other economic loss or consequential damages.

**CHANGES IN DESIGN:** The manufacturer has reserved the right to make any changes in design, or to make additions to or upon its products without incurring any obligations to install the same equipment on motor vehicles previously built.

**RACING OR COMPETITIVE EVENTS:** This warranty does not cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

**DAMAGE TO INTERIOR SURFACES:** Damage to finished interior surfaces such as upholstery, wood, leather, suede, plastic, chrome, glass, rug, and paint caused by external influence, misuse, or negligence is not covered. Some examples include, but are not limited to, spills, chafe marks, scratches, and impressions from heavy objects or clamping force (such as a strap or mounting device). Damage from the use of third party accessories such as steering wheel locks or vent-mounted air fresheners is also not covered.

## General

Our intention is to repair under warranty, without charge to you, anything that goes wrong with your vehicle during the warranty period which is our fault. All we ask is that you properly maintain and care for the vehicle and that you have warranty repairs performed by an authorized smart Center.

Please note the difference between “defects” and “damage” as used in the warranty. Defects are covered since we, the distributor, are responsible. Conversely, we have no control over damage caused by things including, but not limited to, collision, misuse, and lack of or improper maintenance. Therefore, damage for whatever reason is not covered by the warranty.

**It is the owner’s responsibility to maintain the vehicle according to the Maintenance Schedule provided. All maintenance services must be accomplished to keep your warranty coverage valid. When requesting service or repair work under warranty, the owner must present to the authorized smart Center evidence that the periodic servicing requirements have been accomplished. Receipts covering completion of required servicing should be retained in the event a question arises concerning maintenance.**

**These receipts should be transferred to each subsequent owner of the vehicle. For your convenience, the Maintenance Booklet has been designed to incorporate the signature of your authorized smart Center upon completion of the required maintenance services.**

**This signature is evidence of completion of the maintenance services and should be kept together with other receipts, repair orders and invoices.**

**If the owner has a warranty claim and can show through receipted invoices that the vehicle has received the required servicing, the authorized smart Center will perform the warranty work without charging for parts and labor. It is the responsibility of the owner to prove and the authorized smart Center to judge whether the required maintenance service has been performed.**

MBUSA’s obligation is limited to the authorization to exchange or repair at its option such parts which are acknowledged by it to be defective. In case of defective assemblies, Genuine smart Remanufactured Parts can be used in exchange instead of their repair. The replaced defective parts or assemblies shall become the property of MBUSA. Warranty repairs do not constitute an extension of the original warranty period for the vehicle or a part thereof.

**Insurance Write-Off; or Repaired or Replaced Parts**

Any vehicle which has been damaged to such an extent that the owner, insurer, financing institution or leasing company determined the vehicle to be a "total loss", "write off" or equivalent, is not covered by this warranty. This includes but is not limited to vehicles issued a "salvage", "scrap", "dismantled" or similar title under any state's law.

Any parts repaired or replaced under an insurance claim or required as a result of events which are not covered under this warranty (see "Items Which Are Not Covered", (▷ Page 14), for example, damages due to accidents, misuse, or negligence, and in either case, any subsequent consequential damage to the vehicle are not covered by this warranty.

**Paint and Other Appearance Items**

Defects in paint, trim or other appearance items are normally taken care of during our new vehicle preparation or by the authorized smart Center during new vehicle inspection. We suggest that if you find any paint or appearance problems that you advise your authorized smart Center as soon as possible since deterioration due to use and exposure is not covered by the warranty.

**The instructions in your Operator's Manual regarding the care of paint, upholstery, trim items and convertible tops, as applicable, must be followed explicitly to maintain your warranty coverage.**

## Body Repair Information

Due to the materials and assembly procedures used in the production of smart vehicles, it is strongly recommended that any paint work/body repairs be performed using Genuine smart parts by repair facilities which have been certified by MBUSA as having the tools, equipment and training necessary to perform such repairs. MBUSA has certified a network of body repair facilities which are qualified to perform both cosmetic and structural repairs to your vehicle.

While the vehicle owner may elect to have repairs (collision damage/paint repair work) performed by any automobile body repair establishment or individual, damage or malfunction caused by body repairs not performed in accordance with smart specified repair procedures are not covered by the smart New Vehicle Limited Warranty.

Should your vehicle need paint work/body repair or if you have any questions please contact your authorized smart Center or call 1-800-762-7887.

## Customer Repair Orders

MBUSA does not maintain copies of Repair Orders on warranty repairs performed. Your servicing authorized smart Center will give you a copy of the Repair Order on all warranty repairs performed. Please keep this copy with your vehicle records.

## General

The law requires your vehicle to conform to exhaust emission standards. To provide the best vehicle performance and lowest vehicle emissions, you are responsible to ensure that all recommended maintenance procedures detailed in the Maintenance Booklet are performed at the specified times and mileages. The emission control warranty does not cover failures due solely to owner abuse or lack of proper maintenance.

More frequent maintenance may be needed for vehicles under severe operating conditions such as dusty areas, very short trip driving or trailer towing.

While maintenance service can be performed by any qualified service outlet, we recommend that all maintenance services be performed by your authorized smart Center which is equipped with the tools, instruments, and literature necessary for correct and systematic performance of these services. Although warranty obligations are not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine smart parts for replacement purposes, we recommend the use of Genuine smart parts for service and repairs, since they have been made according to the manufacturer's specifications.

It is also important to use only fuels and lubricants meeting factory specifications, since the emission systems warranty does not cover repair or replacement of parts necessitated by failure of such items.

For detailed information concerning emission control system maintenance, please refer to your Maintenance Booklet. If you should desire further information concerning maintenance specifications or emission control system maintenance jobs, we recommend obtaining maintenance related literature. Such literature is available from either your authorized smart Center or directly from MBUSA.

## General

In accordance with the requirements of the Federal Clean Air Act as amended, MBUSA warrants to the original and each subsequent owner of a new smart vehicle that:

(1) the vehicle was designed, built and equipped so as to conform, at the time of sale to the original owner, with the then applicable regulations issued by the Federal Environmental Protection Agency under authority of the Federal Clean Air Act as amended; and

(2) the vehicle is free from defects in materials and workmanship at the time of sale which would cause it not to conform with those regulations within a period of two years or 24,000 miles from the date of initial operation of the vehicle, whichever occurs first; and

(3) is free from defects in material and workmanship in specific emission related parts as specified in the lists shown on (▷ Page 28) which would cause them not to conform with those requirements for a period of 8 years or 80,000 miles, whichever occurs first.

## This Warranty Does Not Apply To:

1. The repair or replacement of warranted parts which are scheduled to be replaced prior to 80,000 miles. These parts are no longer covered once they have been replaced at the first required replacement interval during a regular maintenance service.
2. Any vehicle on which the odometer mileage has been altered and the vehicle's actual mileage cannot be readily determined.
3. Loss of time, inconvenience, loss of the use of the vehicle or similar incidental or consequential damages.

This warranty will be performed by any authorized smart Center of the owner's choice - repairing, replacing or adjusting at the authorized smart Center's discretion, upon delivery of the vehicle to the authorized smart Center's place of business without charge for parts and labor (including diagnosis), using Genuine smart parts to assure compliance with applicable regulations. Parts replaced under this warranty become the property of the warrantor.

This warranty is available on a vehicle purchased in the United States or in any U.S. possession governed by U.S. law.

In all other countries, defective parts will be repaired or replaced free of charge only in accordance with the terms and limitations of the warranty for new smart vehicles in effect at the time in such countries.

WITH RESPECT TO EMISSION SYSTEMS, THIS WARRANTY AND THE EMISSIONS PERFORMANCE WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE SELLING AUTHORIZED SMART CENTER NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

See (▷ Page 28) for components covered by this warranty.



## General

You may present a claim under this warranty immediately after your vehicle has failed an EPA approved emission short test if, as a result of that failure, you are required by law to repair the vehicle to avoid the imposition of a penalty or sanction. You do not need to suffer the loss of the right to use the vehicle, pay a fine, or incur repair expenses before bringing this claim.

Your warranty claim may be presented to any authorized smart Center of your choice in the USA or its territories.

The authorized smart Center will honor or deny your claim within a reasonable time not to exceed 30 days, from the time at which your vehicle is initially presented for repair or within any time period specified by local, State or Federal Law, whichever is shorter, except when a delay is caused by events not attributable to MBUSA or your authorized smart Center. You will be notified in writing by your authorized smart Center of the reason for any denial of your claim.

Your authorized smart Center is required by law to honor your claim if such notice of denial is not received by you within said time period.

You may obtain further information concerning the emission performance warranty or report violations of the terms of the Emission Performance Warranty by contacting the Director, Field Operation and Support Division (EN-397F), Environmental Protection Agency, 401 "M" Street, SW., Washington, D.C. 20460.

**NOTE: The Emission Performance Warranty is required by Federal Law, and is effective only to the extent required by that law. To the extent the underlying law is suspended or amended, this Warranty is automatically altered in the same manner, without further notice.**

MBUSA warrants to the original and each subsequent owner of a new smart vehicle that:

- a. if the vehicle is maintained and operated in accordance with the written instructions for required maintenance and use, and
- b. if the vehicle fails to conform at any time during 8 years or 80,000 miles, whichever first occurs, to the applicable emission standards as ascertained by an EPA approved emission short test, and
- c. if such non-conformity results or will result in the vehicle owner having to bear any penalty or other sanction (including the denial of the right to use the vehicle) under local, State or Federal law, then any authorized smart Center during the first 24 months or 24,000 miles will make any repairs or replacements necessary to specified systems/components to correct the non-conformity or so that the vehicle will pass the smog check test at no charge for parts and labor (including diagnosis).

For the remainder of the 8 years or 80,000 miles the authorized smart Center will correct only those deficiencies directly related to the specified components in the attached list which have been installed in or on the vehicle for the sole or primary purpose of reducing vehicle emissions and that were not in general use prior to Model Year 1968.

Parts replaced under this warranty become the property of the warrantor. The warranty period starts on the date the vehicle is delivered to the first retail purchaser or put into service as an authorized smart Center demonstrator or MBUSA, MBUSI or MBRDNA company vehicle.

The emission control system of your new smart vehicle was designed, built and tested using Genuine smart parts and the vehicle is certified as being in conformity with Federal emission control regulations and requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission related components be Genuine smart Parts, including Genuine smart Remanufactured Parts.

The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use other than Genuine smart Parts, including Genuine smart Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty except in the case of an emergency.

Use of replacement parts which are not of equivalent quality and design may impair the effectiveness of the emission control systems.

If other than Genuine smart Parts, including Genuine smart Remanufactured Parts are being used for maintenance, replacement or repair of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to Genuine smart parts in performance and durability.

MBUSA, however, assumes no liability under this warranty with respect to parts other than Genuine smart Parts, including Genuine smart Remanufactured Parts except for consequential damage to a nonsmart warranted part caused by a failure of a smart part. However, the use of nonsmart replacement parts does not invalidate the warranty on other components unless non-smart parts cause damage to warranted parts.

**MBUSA may deny an emission performance warranty claim if the failure of a part is the result of:**

- a. non-compliance with the written instructions for required maintenance and use. These written instructions, including time and mileage intervals at which maintenance is to be performed may be found in the Maintenance Booklet and Operator's Manual provided with your vehicle. You are advised to perform all recommended maintenance or repairs on your new smart vehicle. MBUSA may deny a warranty claim if your failure to perform the required maintenance resulted in the failure of the warranted part in question. Receipts and service records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and service records should be transferred to each subsequent owner of this vehicle.
- b. vehicle abuse or maintenance performed in such a manner that an emission component was improperly installed or adjusted substantially outside the manufacturer's specifications or which resulted in removing or rendering inoperative any component affecting the vehicle's emissions.
- c. using non-EPA certified replacement parts in the maintenance or repair of the vehicle which ultimately proved to be defective in material or workmanship or not equivalent from an emission standpoint to the original equipment part and the owner is unable to prove otherwise.

MBUSA strongly warns against the introduction of fuels with an anti-knock index less than 91 octane or ethanol blends greater than E10 in non flex-fuel capable gasoline engine equipped vehicles, and in vehicles equipped with a diesel engine, strongly warns against the introduction of biodiesel blends greater than B5 and/or not meeting ASTM D6751 or EN590 quality standards. MBUSA may deny an emission related warranty claim if it can establish that the failure or the malfunction of an emission control system part results directly from the use of:

- Gasoline engines
  - non-premium low octane gasoline with an anti-knock index of below 91 or ethanol blends greater than E10 for non flex-fuel vehicles.

### This Warranty Does Not Cover:

- a. Malfunctions in any part caused by any of the following: misuse, improper adjustments, modification, alteration, tampering, disconnection, improper or inadequate maintenance, or use of leaded gasoline for catalyst equipped vehicles.
- b. Damage resulting from accident, acts of nature or other events beyond the control of MBUSA.
- c. The repair or replacement of warranted parts which are scheduled for replacement prior to 80,000 miles once these have been replaced at the first replacement interval as part of regular maintenance service.
- d. Loss of time, inconvenience, loss of use of the vehicle, or other incidental or consequential damages.
- e. Any vehicle on which the odometer mileage has been altered so that the vehicle's actual mileage cannot be determined.

This warranty is available on a vehicle purchased in the United States or in any U.S. possession governed by U.S. law.

In all other countries, defective parts will be repaired or replaced free of charge only in accordance with the terms and limitations of the warranty for new smart vehicles in effect at the time in such countries.

EXCEPT FOR THE EMISSION CONTROL WARRANTY, THIS WARRANTY AND THE LIMITED WARRANTY FOR NEW smart VEHICLES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE SELLING AUTHORIZED SMART CENTER NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

The lists shown on (▷ Page 28) set forth the emission related components which may be covered by the emissions performance warranty.

**MY 2015 - Gasoline Engines**

**I. Air Induction System**

Air Cleaner Housing  
Intake Manifold

**II. Fuel Metering System**

Injection Valve  
Fuel Management System (with  
Integrated Pressure Regulator)  
Throttle

**III. Ignition System**

Ignition Coil  
Spark Plug

**IV. Fuel Evaporative Control**

EVAP Canister  
EVAP Canister Purge Valve  
Fuel Filler Cap  
Fuel Tank  
Fuel Tank Pressure Sensor

**V. Secondary Air Injection System**

Air Combination Valve  
Air Pump  
Air Switching Valve  
Air Vacuum Check Valve

**VI. Exhaust**

Three-Way-Catalyst\*

**VII. Engine Emissions Control Systems/  
Sensors**

Camshaft Position Sensor  
Crankshaft Position Sensor  
Engine Control Module\*  
Engine Coolant Temperature Sensor  
Engine Thermostat  
Intake Manifold Pressure Sensor  
Knock Sensor  
O<sub>2</sub> Sensor  
Transmission Control Module  
Vehicle Speed Sensor (Front Wheels)  
Vehicle Speed Sensor (Rear Wheels)

**VIII. On-Board Diagnostics**

Instrument Cluster (Malfunction  
Indicator Lamp)\*

\* These items are warranted for 8 years/80,000 miles (whichever occurs first).

All other items are warranted for (a) or (b):

(a) 3 years/50,000 miles (whichever occurs first) for new vehicles which are first sold by an authorized smart Center in CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA.

(b) 2 years/24,000 miles (whichever occurs first) for new vehicles which are first sold by an authorized smart Center in all other states.

Please reference the previous pages for additional emission warranty coverage.

CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA

### Your Warranty Rights and Obligations:

The California Air Resources Board and MBUSA are pleased to explain the emission control system warranty on your smart vehicle. In California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington, new motor vehicles must be designed, built and equipped to meet these states' stringent anti-smog standards. MBUSA must warrant the emission control system on your smart 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 such parts as the fuel injection system, ignition system, catalytic converter and engine computers. Also included may be hoses, belts, connectors and other emission related assemblies.

Where a warrantable condition exists, MBUSA will repair your smart 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 smart vehicle fails a Smog Check Inspection, all necessary repairs and adjustments will be made by MBUSA to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.
2. If any emission related part on your MB vehicle is defective, the part will be repaired or replaced by MBUSA. 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 MBUSA. This is your long-term emission control system DEFECTS WARRANTY.

CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA

### Owner's Warranty Responsibilities:

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Maintenance Booklet. MBUSA recommends that you retain all receipts covering maintenance on your vehicle, but MBUSA cannot deny emission control system warranty solely for the lack of receipts or for your failure to ensure the performance of all required maintenance.

You are responsible for presenting your smart vehicle to an authorized 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 MBUSA may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.



**CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA**

If you have any questions regarding your warranty rights and responsibilities, you should contact:

Mercedes-Benz USA, LLC  
Customer Assistance Center  
One Mercedes Drive  
Montvale, NJ 07645-0350  
1-800-762-7887, or

State of California  
Air Resources Board  
Mobile Source Operations Division  
P.O. Box 8001  
El Monte, CA 91731-2990

State of Connecticut  
Department of Environmental  
Protection  
79 Elm Street  
Hartford, CT 06106-5127

Delaware Department of Natural  
Resources and Environmental Control  
Division of Air Quality  
156 South State Street  
Dover, DE 19901

State of Maine  
Department of Environmental  
Protection  
17 State House Station Augusta,  
ME 04333

State of Maryland  
Department of the Environment Air &  
Radiation Management Administration  
Mobile Sources Control Program  
1800 Washington Blvd.  
Baltimore, MD 21230

Commonwealth of Massachusetts  
Department of Environmental  
Protection  
Division of Air Quality Control  
One Winter Street, Boston, MA 02108

State of New Jersey  
New Jersey Department of  
Environmental Protection, 401 East  
State Street, Trenton, NJ 08625

State of Oregon  
Department of Environmental Quality  
811 S.W. Sixth Avenue  
Portland, OR 97204

Commonwealth of Pennsylvania  
Department of Environmental  
Protection  
Bureau of Air Quality  
Rachel Carson State Office Building  
12th Floor, P.O. Box 8468  
Harrisburg, PA 17105-8468

State of Rhode Island  
Department of Environmental  
Management, 235 Promenade Street  
Providence, RI 02908

State of Vermont  
Agency of Natural Resources  
Department of Environmental  
Conservation, Air Pollution Control  
Division  
Building 3 South, 103 Main Street,  
Waterbury, VT 05671-0402,

State of Washington  
Washington State Department of  
Ecology, P.O. Box 47600  
Olympia, WA 98504-7600

**CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA****General**

MBUSA warrants to the original and each subsequent owner of a 2015 smart vehicle which is first sold by an authorized smart Center in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington that:

(1) such vehicle is free from defects in material and workmanship which would cause it to fail to conform with requirements of the California Air Resources Board (CARB) or to fail to pass a smog check test for a period of use of 3 years or 50,000 miles, whichever first occurs; and

(2) if any part which affects any regulated emission from your vehicle is defective during 3 years or 50,000 miles, whichever first occurs, the part will be repaired or replaced; and

(3) is free from defects in material and workmanship in specific emission related parts as specified in the attached list which would cause them not to conform with those requirements for a period of use of 7 years or 70,000 miles, whichever first occurs.

MBUSA further warrants that:

- a. if the vehicle is maintained and operated in accordance with the written instructions for required maintenance and use, and
- b. if a part is defective during 3 years or 50,000 miles, whichever first occurs, which causes the vehicle not to conform to the applicable CARB requirement or to fail a smog check test, or
- c. if an emission-related part covered by the 7 year or 70,000 mile, whichever first occurs, warranty term is defective during the warranty period,

then any authorized smart Center of the owner's choice will make any adjustments, repairs or replacements (including diagnosis) necessary to correct the defect or so that the vehicle will pass the smog check test at no charge for parts, labor or diagnosis.

If your vehicle is between 3 to 8 years old and has been driven less than 80,000 miles, then your vehicle may be eligible for additional coverage under the Federal Emissions Warranty.

**CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA**

These warranty provisions shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a retail demonstrator or MBUSA, MBUSI or MBRDNA company vehicle prior to sale at retail, on the date the vehicle is first placed in such service.

The emission control system of your new smart vehicle was designed, built and tested using Genuine smart parts and the vehicle is certified as being in conformity with Federal, California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington emission control regulations and requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission related components be Genuine smart Parts, including Genuine smart Remanufactured Parts.

The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use other than Genuine smart Parts, including Genuine smart Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty except in the case of an emergency.

Use of replacement parts which are not of equivalent quality and design may impair the effectiveness of the emission control systems. If other than Genuine smart Parts, including Genuine smart Remanufactured Parts are being used for maintenance, replacement or repair of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to Genuine smart parts in performance and durability.

MBUSA, however, assumes no liability under this warranty with respect to parts other than Genuine smart Parts, including Genuine smart Remanufactured Parts except for consequential damage to a nonsmart warranted part caused by a failure of a smart part. However, the use of nonsmart replacement parts does not invalidate the warranty on other components unless non-smart parts cause damage to warranted parts.

**CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA**

Repairs covered by this warranty will be performed by any authorized smart Center at its place of business with no charge for parts or labor (including diagnosis), using Genuine smart Parts, including Genuine smart Remanufactured Parts for any part covered by this warranty.

In the case of an emergency, when and where an authorized smart Center is not available, repairs may be performed at any available service establishment or by the owner using any replacement part. The non-availability of a replacement part for warranty repair or a repair not completed within 30 days constitutes an emergency.

MBUSA will reimburse the owner for such repairs (including labor and diagnosis) that are covered under this warranty. Such reimbursement shall not exceed MBUSA suggested retail prices for warranted parts replaced and labor charges based on MBUSA recommended time allowances for warranty repairs at a geographically appropriate hourly labor rate. Replaced parts and paid invoices must be presented at an authorized smart Center as a condition of reimbursement for emergency repairs not performed at an authorized smart Center. Parts replaced under this warranty become the property of the warrantor.

The enclosed list sets forth some of the emission related components covered by the emission control system defects warranty. You are advised to perform all recommended maintenance or repairs on your new smart vehicle. MBUSA will not deny an emissions system warranty claim solely because you have no record of maintenance; however, you are responsible for the performance of the required maintenance. MBUSA may deny a warranty claim if your failure to perform the required maintenance resulted in the failure of a warranted part. Receipts and service records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and service records should be transferred to each subsequent owner of this vehicle.

## CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA

MBUSA strongly warns against the introduction of fuels with an anti-knock index less than 91 octane or ethanol blends greater than E10 in non flex-fuel capable gasoline engine equipped vehicles, and in vehicles equipped with a diesel engine, strongly warns against the introduction of biodiesel blends greater than B5 and/or not meeting ASTM D6751 or EN590 quality standards. MBUSA may deny an emission related warranty claim if it can establish that the failure or the malfunction of an emission control system part results directly from the use of:

- Gasoline engines non-premium low octane gasoline with an anti-knock index of below 91 or ethanol blends greater than E10 for non flex-fuel vehicles

### What is not covered by the Emission Warranty

#### This warranty does not cover:

1. The repair or replacement of any "warranted part" otherwise eligible for warranty coverage shall be excluded from such warranty coverage if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the part.
2. Malfunctions in any part caused by any of the following: improper adjustments except for those done by an authorized smart Center during warranty service work, modification, alteration, tampering, disconnection, or use of leaded gasoline (for catalyst equipped vehicles).
3. Damage resulting from accident, acts of nature or other events beyond the control of MBUSA.
4. The repair or replacement of warranted parts which are scheduled to be replaced prior to 50,000 miles once these have been replaced at the first replacement interval during a regular maintenance service.
5. Incidental or consequential damages such as loss of time, inconvenience, or loss of use of the vehicle.
6. Any vehicle on which the odometer mileage has been altered so that the vehicle's actual mileage cannot be determined.

**CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA**

This warranty is applicable to new vehicles which are first sold by an authorized smart Center in the States of California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington. In all other states or countries, defective parts will be repaired or replaced in accordance with the terms and limitations of the warranty applicable to new smart vehicles in effect at the time in such states or countries.

You may present a claim under the performance warranty immediately after your vehicle has failed a smog check test. You do not need to suffer the loss of the right to use the vehicle, pay a fine, or incur repair expenses before bringing this claim.

After the 3 year/50,000 mile performance warranty period has passed, a smog check test failure due to a defect in a part which is warranted for 7 years/70,000 miles, is covered.

Your warranty claim may be presented to any authorized smart Center of your choice. The authorized smart Center will honor or deny your claim within a reasonable time not to exceed 30 days, from the time at which your vehicle is initially presented for repair. Exceptions are when you, the owner, request a delay, or a delay is caused by events not attributable to MBUSA or your authorized smart Center.

You will be notified in writing by your authorized smart Center of the reasons for any denial of your claim.

Your authorized smart Center is required by law to honor your claim if such notice of denial is not received by you within said time period.

**WITH RESPECT TO EMISSION SYSTEMS, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE AUTHORIZED SMART CENTER NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.**

**MY 2015 - Gasoline Engines**

**CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA**

Part Description	Model
	smart
Engine Control Module*	•
Fuel Management System (with Integrated Pressure Regulator)	•
Fuel Tank	•
Instrument Cluster (Malfunction Indicator Lamp)*	•
Intake Manifold	•
Three-Way-Catalyst*	•
Throttle	•
Transmission Control Module	•

>> Service and Warranty.

\* These items are warranted for 8 years / 80,000 miles (whichever occurs first).

Laws in many states and federal law permit owners and/or lessees to obtain a replacement vehicle or a refund of the purchase or lease price under certain circumstances. The provisions of these laws vary from state to state and vary from the federal law. To the extent allowed or not prohibited by applicable law, MBUSA requires that you first provide us with direct written notification of any alleged unrepaired defect or malfunction, or any other dissatisfaction you have experienced with your vehicle so that we have the opportunity to cure the problem or dissatisfaction ourselves. Giving MBUSA itself this direct notice and opportunity to cure enables us to supplement prior efforts by our authorized smart Center so any ongoing problem can be resolved or the dissatisfaction addressed by us. In states that do not require it, we also require, without constituting any liability beyond the smart new vehicle warranty, that you give us direct written notice of any service difficulty you have experienced. Written notifications, either required under an applicable Lemon Law or other written notifications should be sent to us, not one of our authorized smart Center, at Mercedes-Benz USA, LLC, Customer Assistance Center, One Mercedes Drive, Montvale, New Jersey, 07645-0350.



## **NEW JERSEY LEMON LAW DISCLOSURE**

**IMPORTANT: IF THIS VEHICLE HAS A DEFECT THAT SUBSTANTIALLY IMPAIRS ITS USE, VALUE OR SAFETY, OR THAT IS LIKELY TO CAUSE DEATH OR SERIOUS BODILY INJURY IF DRIVEN, AND WAS PURCHASED, LEASED OR REGISTERED IN NEW JERSEY, YOU MAY BE ENTITLED UNDER NEW JERSEY'S LEMON LAW TO A REFUND OF THE PURCHASE PRICE OR YOUR LEASE PAYMENTS.**

Here is a summary of your rights:

1. To qualify for relief under the New Jersey Lemon Law, you must give the manufacturer or its dealer the opportunity to repair or correct the defect in the vehicle within the Lemon Law's term of protection, which is the first 24,000 miles of operation or two years after the vehicle's original date of delivery, whichever is earlier.
2. If the manufacturer or its dealer is unable to repair or correct a defect within a reasonable time, you may be entitled to return the vehicle and receive a full refund, minus a reasonable allowance for vehicle use.
3. It is presumed that the manufacturer or its dealer is unable to repair or correct the defect if substantially the same defect continues to exist after the manufacturer has received written notice of the defect by certified mail, return receipt requested, and has had a final opportunity to correct the defect or condition within 10 calendar days after receipt of notice. This notice must be received by the manufacturer with the term of protection and may be given only after (i) the manufacturer or its dealer has had two or more attempts to correct the defect, (ii) the manufacturer or its dealer has had at least one attempt to correct the defect if the defect is one that is likely to cause death or serious bodily injury if the vehicle is driven; or (iii) the vehicle has been out of service for repair for a cumulative total of 20 or more calendar days, or in the case of a motorhome, 45 days or more.
4. If substantially the same defect continues to exist after the manufacturer has had the final opportunity to repair or correct the defect, you may file an application for relief under New Jersey's Lemon Law.

**FOR COMPLETE INFORMATION REGARDING YOUR RIGHTS AND REMEDIES UNDER THE RELEVANT LAW, INCLUDING THE MANUFACTURER'S ADDRESS TO GIVE NOTICE OF THE DEFECT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, AT POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, TEL. NO. (973) 504- 6226.**

## NEW JERSEY LEMON LAW DISCLOSURE

**IMPORTANTE: SI ESTE VEHICULO TIENE UN DEFECTO QUE SUBSTANCIALMENTE AFECTA SU USO, VALOR O SEGURIDAD, O QUE PUEDE CAUSAR MUERTE O SERIO DAÑO CORPORAL SI SE MANEJA, Y FUE COMPRADO, ARRENDADO O REGISTRADO EN NUEVA JERSEY, USTED PUEDE TENER EL DERECHO BAJO LA LEY DE LIMÓN DEL ESTADO DE NUEVA JERSEY A UN REEMBOLSO DEL PRECIO DE COMPRA O A LOS PAGOS DE SU ARRENDAMIENTO.**

Aqui le damos un sumario de sus derechos:

1. Para calificar por compensación bajo la Ley de Limon de Nueva Jersey, usted debe darle al fabricante o a su concesionario la oportunidad de reparar o corregir el defecto del vehículo dentro del término de protección bajo la Ley de Limón, que son las 24,000 millas primeras de operación o dos años después de la fecha original de la entrega del vehículo o lo que suceda primero.
2. Si el fabricante o su concesionario no puede arreglar o corregir el defecto dentro de un tiempo razonable, usted puede tener el derecho de devolver el vehículo y recibir un reembolso completo, menos un descuento por el uso del vehículo.
3. Si se supone que el fabricante o su concesionario no puede reparar o corregir el defecto y si substancialmente el mismo defecto continúa existiendo después que el fabricante ha recibido un aviso del defecto, mandado por correo certificado con recibo de retorno, y ha tenido una oportunidad final para corregir el defecto o condición dentro de los 10 días naturales después de recibir el aviso. Este aviso tiene que ser recibido por el fabricante dentro del término de protección y solo se puede dar después que (i) el fabricante o su concesionario ha intentado dos o más veces de corregir el defecto; (ii) el fabricante o su concesionario ha intentado por lo menos una vez de corregir el defecto si el defecto es uno que puede causar la muerte o serio daño corporal si el vehículo se maneja; o (iii) el vehículo ha estado fuera de servicio por reparos por una acumulación total de 20 días naturales o más, o en el caso de una casa rodante motorizada (motorhome) de 45 días o más.
4. Si substancialmente el mismo defecto continua existiendo después que el fabricante ha tenido la ultima oportunidad de reparar o corregir el defecto, usted puede presentar una solicitud para compensación bajo la Ley de Limón de Nueva Jersey.

**PARA INFORMACION COMPLETA ACERCA DE SUS DERECHOS Y RECURSOS BAJO ESTA LEY, INCLUYENDO LA DIRECCIÓN DEL FABRICANTE PARA NOTIFICARLE EL DEFECTO, PÓNGASE EN CONTACTO CON: NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, NÚMERO DE TELÉFONO (973) 504-6226.**

Under California law you may be entitled to a replacement of your vehicle or a refund of the purchase price or lease price, if MBUSA and/or its authorized repair or service facilities fail to fix one or more substantial defects or malfunctions in the vehicle that are covered by its express warranty after a reasonable number of repair attempts. During the period of 18 months from original delivery of the vehicle or the accumulation of 18 000 miles on the odometer of the vehicle, whichever first occurs, a reasonable number of repair attempts is presumed for a retail buyer or lessee if one or more of the following occurs: (1) the same substantial defect or malfunction results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, that defect or malfunction has been subject to repair two or more times, and you have directly notified MBUSA in writing of the need for its repair, (2) the same substantial defect or malfunction of a less serious nature than category (1) has been subject to repair four or more times and you have directly notified us in writing of the need for its repair, or (3) the vehicle is out of service by reason of repair of the same or different substantial defects or malfunctions for a cumulative total of more than 30 calendar days. Written direct notification should be sent to us, not an authorized smart Center, at Mercedes-Benz USA, LLC, Customer Assistance Center, One Mercedes Drive, Montvale, NJ 07645-0350.

### **If You Have Questions Regarding Warranty or Service**

The satisfaction and goodwill of smart owners is of primary concern to authorized smart Centers and MBUSA. In the event a warranty or service matter is not handled to your satisfaction, the following steps are suggested:

#### **FIRST -**

Discuss the problem with your authorized smart Center management. Talk to the Service Manager, then if you still have questions, discuss them with the authorized smart Center's owner.

#### **Then -**

Request Clarification - If unanswered questions remain, contact MBUSA, Customer Assistance Center, One Mercedes Drive, Montvale, New Jersey 07645-0350. 1-800-762-7887.

When you contact MBUSA please be sure to include the MODEL, and VEHICLE IDENTIFICATION NUMBER (VIN) of your vehicle. This is important to assure fast, efficient handling of your inquiry.

### **If You Have Lost the Service and Warranty Information Booklet**

Should you lose your Service and Warranty Information booklet, have your local authorized smart Center arrange for a replacement.

### **If You Have Changed Your Address**

Should your address change, please do not fail to notify us by using the "Notice of Address Change" coupon also contained in the centerfold of this booklet, or you may call 1-800-762-7887 to provide the information.

If you have purchased a pre-owned smart vehicle before the expiration of its original warranty, you are entitled to any unexpired portion of the warranty provided you establish your ownership and the purchase date of the vehicle. Please mail the coupon contained in the centerfold of this booklet to the address shown, or you may call 1-800-762-7887 to provide the information.

Such notification is likewise necessary for your own safety after expiration of the original warranty.

The "National Traffic & Motor Vehicle Safety Act of 1966" requires MBUSA to be in a position to contact smart owners when a correction of a product defect becomes necessary

## Internet

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For further information you can find us on the smart web-site  
[www.smartusa.com](http://www.smartusa.com)

## Service and Literature

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Reprinting, translation and copying, even of excerpts, are not permitted without our prior authorization in writing.

Press time May, 2014

Printed in U. S. A.

## Models

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fortwo coupe  
fortwo cabriolet

