





>> Service and Warranty Information 2018

smart fortwo EQ

QUICK REFERENCE TO WARRANTY COVERAGE

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

BASIC WARRANTY	 4 Years/50,000 Miles
HIGH VOLTAGE BATTERY LIMITED WARRANTY	 8 Years/62,000 Miles

Years in Service

1 2 3 4 5 6 7 8

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: _____

Owner's Signature

NEW VEHICLE
PRE-DELIVERY
INSPECTION
PERFORMED

Month _____ Day _____ Year _____

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
 - Charging procedures, times, options

smart Sales Representative's Signature

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General

The subsequent pages of this Service and Warranty Information booklet describe the 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 32) 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. Mercedes-Benz does not warrant non-smart parts, units and accessories and their use may affect warranty coverage for certain repairs relating to such parts, units and accessories.

Consult your authorized smart Center for warranty and other details. Also ask your Center about the Genuine smart Remanufactured Parts portfolio. These parts typically 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)

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T H A N K Y O U . . . 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)

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.

Occasionally, delays in repairs occur due to back-ordered parts and other circumstances outside MBUSA's control. Delays occurring for such circumstances will not be considered an unreasonable performance of the repairs.

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 but no later than 18 months from the vehicle production date. Warranty coverage will be adjusted to reflect the actual warranty period start date.

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.

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 RETAIL DELIVERY OR INITIAL OPERATION AS AN AUTHORIZED SMART CENTER DEMONSTRATOR OR MERCEDES-BENZ USA, LLC OR MERCEDES-BENZ U.S. INTERNATIONAL, INC. OR MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. COMPANY VEHICLE, 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

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 OR PUT IN SERVICE AS AN AUTHORIZED SMART CENTER DEMONSTRATOR OR MERCEDES-BENZ USA, LLC OR MERCEDES-BENZ U.S. INTERNATIONAL, INC. OR MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. COMPANY VEHICLE. 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, use on a closed-circuit race track, 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 (a side-to-side arch for drainage) are not covered.

BRAKE PADS AND DISCS: Replacement due to normal wear or as part of regular maintenance is not covered. Driving usage and habits can impact brake wear.

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, driving through high standing water or flooded areas, 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 which are non-approved by MBUSA will cause damage not covered by the warranty.

NORMAL MAINTENANCE IS OWNER'S RESPONSIBILITY: Cleaning and polishing, checking, adding and, when necessary, changing 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, fluids, cleaners, polishes, or waxes is not covered.

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:

Malfunctions caused by the use of other than Genuine smart parts and accessories 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/or 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, driving through high water, flooded areas and extreme storm conditions, 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.

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: Improvements and changes in design or additions to smart vehicles occur regularly and in the normal course of product development. 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 or from use on closed-circuit race tracks, nor does it 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 make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period without charge to you. 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

This High Voltage Battery Limited Warranty ("Battery Coverage") supplements the warranty coverage for the high voltage battery under the New Vehicle Limited Warranty ("Vehicle's Warranty"). This Battery Coverage is separate from and in addition to the express conditions and warranties set forth in the Vehicle's Warranty and in no way alters or extends that coverage.

Items Which Are Covered:

BATTERY COVERAGE: Mercedes-Benz USA, LLC ("MBUSA") warrants the high voltage battery in your vehicle to the original and each subsequent owner for any repairs or replacements necessary to correct defects in material or workmanship, but not design, relating to the battery which may arise after the expiration of the Vehicle's Warranty.

DAMAGE: Please note the difference between "defects" and "damage." 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 to the high voltage battery for whatever reason is not covered by the warranty. Do not assume that an issue you may experience with the high voltage battery is due to a defect. Parts can fail for many different reasons not

attributable to a defect. MBUSA is committed to customer satisfaction, which is why it is important for you to take your vehicle to an authorized smart Center where trained professionals can make the appropriate diagnosis and, if necessary, repair.

OWNER'S RESPONSIBILITY: 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 Battery Coverage valid.

BATTERY COVERAGE PERIOD: The Battery Coverage begins on the same date as the Vehicle's Warranty (▷ Page 11). The length of this Battery Coverage is up to 8 years or 62,000 miles, whichever occurs first.

AVAILABILITY OF BATTERY COVERAGE: This Battery Coverage has the same geographic restrictions as the Vehicle's Warranty, including restrictions against the applicability of the Battery Coverage outside of the United States and Puerto Rico (▷ Page 11).

Items Which Are Not Covered:

EXCLUSIONS FROM BATTERY

COVERAGE: In addition to the Items Which Are Not Covered under the Vehicle's Warranty (▷ Page 14), the Battery Coverage does not cover damage or failures to the battery or its components resulting from or caused by:

- Physically damaging or intentionally attempting to reduce the life of the high voltage battery
- Exposing the high voltage battery to a direct flame
- Immersing any portion of the high voltage battery in water or fluids
- Opening the high voltage battery enclosure or having it serviced by someone other than an authorized smart Center
- Neglecting to follow correct charging procedures as recommended in the Operator's Manual
- Using incompatible charging devices
- Failing to repair an existing problem, or otherwise properly maintain the battery

EXCLUSIONS FOR GRADUAL CAPACITY

LOSS: The vehicle's battery, like all batteries, will experience gradual capacity loss with time and use. Loss of capacity due to or resulting from gradual capacity loss is not covered beyond the terms and limits of this Battery Coverage. See the Operator's Manual for recommendations on how to maximize the life and capacity of the vehicle's high voltage battery.

OTHER EXCLUSIONS: In addition to the exclusions set forth above, this Battery Coverage does not cover the costs of repairing damage or conditions caused by:

- Accident, collision, or any object striking the vehicle
- Towing of the vehicle (Flatbed recommended)
- Abuse or negligence
- Failure to operate the vehicle in accordance with the Operator's Manual
- Misuse – such as towing, driving over curbs, overloading, using the vehicle as a power source, or for any other purpose for which the vehicle is not designed
- Use of replacement parts other than Genuine smart parts
- Use of used parts, even if supplied by an authorized smart Center
- Improper repair or maintenance
- Fire, explosion, earthquake, windstorm, lightning, hail, flood
- Normal wear and tear
- Failure to repair an existing problem or otherwise properly maintain the vehicle

NO COVERAGE FOR INSURANCE WRITE-OFF; OR REPAIRED OR REPLACED PARTS: Like the Vehicle's Warranty coverage, this Battery Coverage provides no coverage of any kind if the owner, insurer, financing institution or leasing company determined the vehicle to be a "total loss," "write off," or equivalent, or for any parts repaired or replaced under an insurance claim, which are not required under the Vehicle's Warranty or Battery Coverage (▷ Page 18).

Warranty Service:

ANY AUTHORIZED SMART CENTER:
To make a warranty claim under this Battery Coverage you must present your vehicle to an authorized smart Center so a diagnosis can be performed to determine whether it is necessary to correct a defect in material or workmanship. Any authorized smart Center of the owner's choice will perform warranty repairs or replacements. The location of the nearest authorized smart Center may be obtained by visiting www.mbusa.com or calling 1-800-FOR-MERCEdes. In the event a warranty or service matter is not handled to your satisfaction, see (▷ Page 29) for suggested steps.

Your satisfaction is our primary concern; and MBUSA will do everything it can to assist your authorized smart Center in resolving your warranty problem or provide you with an explanation of MBUSA's position.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS

LIMITATION OF DAMAGES: This Battery Coverage does not cover incidental or consequential damages such as damage or injury to person or property or any loss of revenue which might be paid, incurred or sustained by reason of the failure of the battery covered by this warranty.

ANY IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long any implied warranties last, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Daimler AG, Mercedes-Benz USA, LLC, Mercedes-Benz U.S. International, Inc., Mercedes-Benz Research & Development North America, Inc., and authorized smart Centers do not authorize anyone to create for them any other warranty or any other liability in connection with your vehicle.

General

The smart EQ is a Zero Emissions Vehicle (ZEV). As such, federal or state emission related warranty coverages for these models are not applicable.

If you have questions, please contact:

Mercedes-Benz USA, LLC
Customer Assistance Center
One Mercedes Drive
Sandy Springs, GA 30328

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-Benz Drive, Sandy Springs, GA 30328.

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-Benz Drive, Sandy Springs, GA 30328.

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 Mercedes-Benz USA, LLC Customer Assistance Center One Mercedes Drive Sandy Springs, GA 30328

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 may be 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

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Internet

For further information you can find us on the smart web-site www.smartusa.com

Service and Literature

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Models

smart fortwo EQ