



2010 MINI
SERVICE & WARRANTY INFORMATION



Owner/Driver Information:

Name _____

Address _____

Owner/Driver Telephones:

Business _____

Home _____

Model **MINI** _____ Year **2010** _____

VIN

| | | | | | | | | | | | | | | | | | | | |
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Retail/In-Service Date _____

Trim Code _____ Color Code _____

Production Date _____

License Plate Number _____

MINI Dealer Telephone Numbers:

Offices _____

Services _____

Table of Contents

Page

| | |
|--|-----------|
| The MINI Maintenance Program | 1 |
| Coverage | 1 |
| Maintenance Upgrade Option | 2 |
| Intervals | 2 |
| Condition Based Service (CBS) | 2 |
| Service Interval Display | 3 |
| Possible service displays | 4 |
| Special Note | 5 |
| Quality Certification I | 6 |
| Maintenance Summary | 6 |
| Unscheduled maintenance | 6 |
| Standard operations | 6 |
| Engine oil | 6 |
| Front brake | 6 |
| Rear brake | 6 |
| Vehicle check | 7 |
| Brake fluid | 7 |
| Microfilter (not shown in CBS) | 7 |
| Spark plugs (not shown in CBS) | 7 |
| Automatic transmission (not shown in CBS) | 7 |
| Emission Control Maintenance Schedule | 8 |
| Evidence of maintenance work | 10 |
| Battery Care | 19 |
| Corrosion Protection | 19 |
| Restoring Corrosion Protection | 19 |
| Underbody Maintenance | 19 |
| MINI Roadside Assistance | 19 |
| Owner's Eligibility | 20 |
| Getting Started | 20 |
| Calling For Assistance | 20 |
| Services | 20 |
| Dispatch Service | 20 |
| On-Site Assistance | 20 |
| Lock-Out | 21 |
| Towing Service | 21 |
| Sign-and-Drive | 21 |
| Trip Interruption Benefits | 21 |
| Exclusions | 21 |
| Customer Assistance Information | 22 |
| Customer Assistance - Notification | 22 |
| BBB Auto Line | 23 |
| California Residents | 23 |

| | Page |
|--|-----------|
| Special Programs | 25 |
| Overview of the MINI New Passenger Car Limited Warranties | 26 |
| MINI New Passenger Car Limited Warranty — 2010 Models | |
| (Valid only in the U.S.A. and Puerto Rico) | 27 |
| Warrantor | 27 |
| Warranty Period | 27 |
| Warranty Begins | 27 |
| Warranty Coverage | 27 |
| Safety Belt Warranty - Kansas | 27 |
| Other Items | 27 |
| General | 28 |
| Limited Warranty - Rust Perforation 2010 Models | 28 |
| Federal Emissions System Defect Warranty | |
| (Valid only in the U.S.A. and Puerto Rico) | 29 |
| What Is Not Covered | 30 |
| General | 30 |
| Federal Emission Performance Warranty | |
| (Valid only in the U.S.A. and Puerto Rico) | 31 |
| California Emission Control Warranty Statement* | |
| Your Warranty Rights and Obligations | 33 |
| Manufacturer's Warranty Coverage: | 33 |
| Owner's Warranty Responsibilities: | 33 |
| California Emission Control System Limited Warranty* | 34 |
| What is not covered | 35 |
| General | 35 |
| California Emission Control System Limited Warranty Parts List | 36 |
| Notice | 37 |

2010 MINI Models covered in this Booklet

MINI Cooper Hardtop, Convertible and Clubman
MINI Cooper S Hardtop, Convertible and Clubman
MINI John Cooper Works Hardtop, Convertible and Clubman

The MINI Maintenance Program

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

MINI Cooper, MINI Cooper S and MINI John Cooper Works passenger cars purchased from any authorized MINI dealer in the United States are covered by the MINI Maintenance Program for 36 months or 36,000 miles, whichever occurs first. Coverage begins on the date of first retail sale or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier.

Any authorized MINI dealer in the United States will perform the scheduled or additional maintenance services on your vehicle at no expense to you.

Coverage

The MINI Maintenance Program covers all factory recommended maintenance, as determined by the Condition Based Service (CBS) system. Additional items that need replacement due to normal wear and tear, and that are not covered by the original MINI New Passenger Car Limited Warranty - such as brake pads, brake rotors, and wiper blades - are included, provided wear and tear exceeds MINI specifications. Any adjustments required due to normal operating conditions are also included. See pages 6 - 9 of this booklet for additional information.

Exclusions from coverage include the following:

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

Maintenance Upgrade Option

Please contact your authorized MINI dealer for information and availability on the optional Maintenance Program Upgrade for coverage up to 6 years or 100,000 miles, whichever occurs first.

Intervals

Time intervals should be followed using the maintenance interval as indicated by the Condition Based Service data.

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

The advanced technologies at MINI have led to the development of the Condition Based Service (CBS) system which computes the actual optimum maintenance requirements based not only upon the accumulated mileage, but taking into account important factors such as high or low engine speeds, short or long trip driving, and condition of the engine oil and brake pads.

Condition Based Service (CBS)

CBS is a further development of the Service Interval Indicator System. Sensors and sophisticated algorithms take even more detailed account of the various conditions of vehicle use.

The remaining times for selected maintenance tasks as well as any legally prescribed dates are displayed to you individually:

- ▷ Engine oil
- ▷ Brakes - front and rear separately
- ▷ Brake fluid
- ▷ Vehicle check
- ▷ Required State Inspection(s)

CBS thus determines the current and future maintenance requirements.

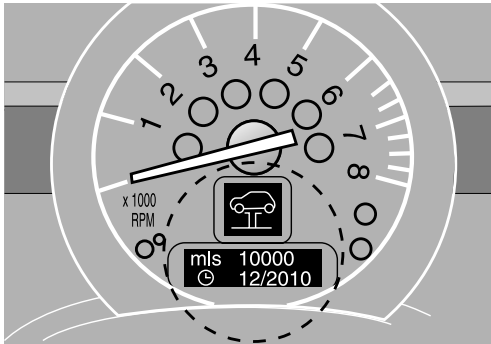
The vehicle's current service status is automatically saved in the remote control key. The MINI Service Advisor at your MINI dealer has a device called a key reader. When your MINI Service Advisor inserts your key into the key reader, all pertinent vehicle and servicing data will be available, and a customized maintenance checklist is printed out based on the specific operations called for by the Condition Based Service.

Have maintenance and repair work performed by your MINI dealer. Make sure that the maintenance work is stamped in this Service and Warranty Information Statement. These entries are the evidence of regular maintenance of your vehicle and a requirement for warranty claims.



Disconnecting the battery during periods of long-term storage will interrupt the calculation of time-based services. Have all items requiring time-based maintenance, such as brake fluid and coolant, and possibly also the engine oil brought up to date by your MINI dealer. Also see the section on battery care on page 19 of this Statement. ◀

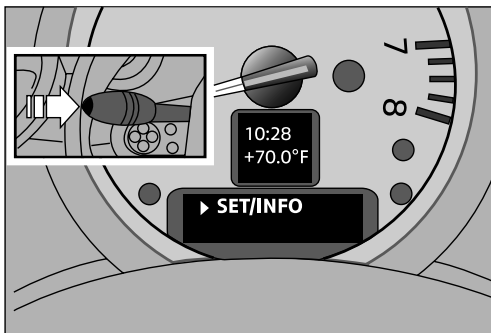
Service Interval Display



The remaining driving distance and the date of the next scheduled service are displayed briefly immediately after you start the engine or switch on the ignition.

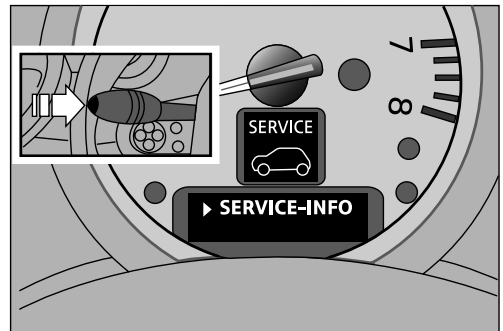
For specific maintenance operations, you can view the respective distance remaining or due date individually in the tachometer.

1. With the engine running, press the button in the turn indicator lever repeatedly until "SET/INFO" appears.



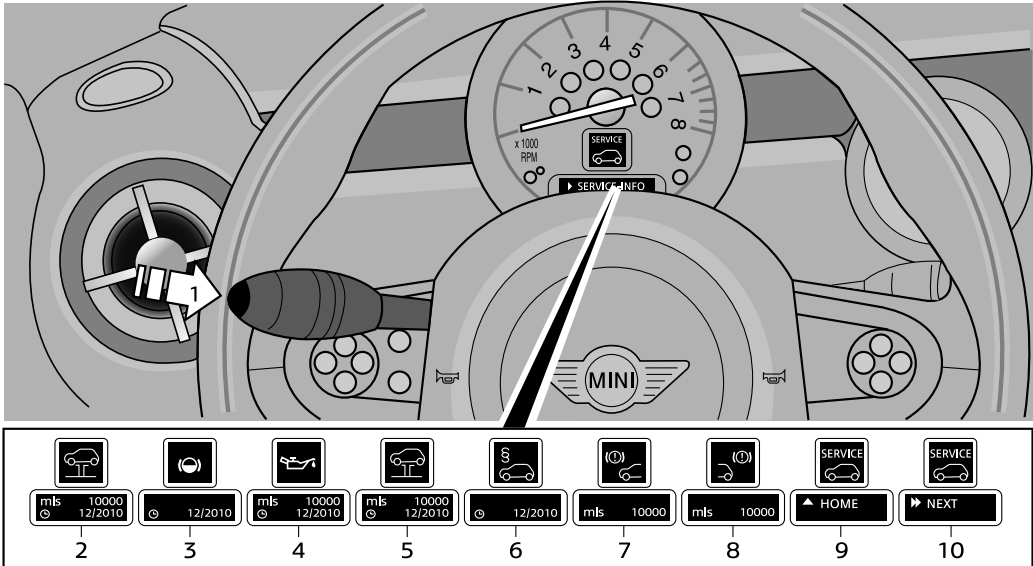
2. Keep the button pressed until the display changes.

3. Briefly press the button until the corresponding symbol and "SERVICE-INFO" appear.



4. Keep the button pressed until the display changes.
5. Briefly press the button to display the individual service requirements.

Possible service displays



1. Button for selecting information
2. Any service due/overdue
3. Brake fluid
4. Engine oil
5. Vehicle check
6. State required safety inspection*
7. Front brakes
8. Rear brakes
9. Exit display
10. Next setting/information

***Note:** The display icons for the state required safety and emissions inspections may be deactivated by your MINI dealer, if the state in which your MINI is registered does not require them.

The sequence of displayed service items may vary. The data for the next service appointment is shown first.

Special Note

The maintenance requirements for your vehicle are determined dynamically by the Condition Based Service (CBS) system. The maintenance items stated herein reflect the latest information available at the time of the printing of this Statement, and are subject to change. The most current maintenance recommendations are available from your authorized MINI dealer.

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

- ▷ Oil Service: Engine oil should be changed with the engine at operating temperature.

Note: Change oil at least once a year.

Your MINI is factory-filled with MINI High Performance Synthetic oils. We recommend MINI High Performance 5W-30 Synthetic Oil (MINI part number 07 51 0 143 829) for regular scheduled engine oil changes.

MINI recommends that you check your engine oil level whenever you add fuel to your vehicle. If you need to add oil between oil changes and MINI High Performance Synthetic Oil is unavailable, you may top up the oil level with one of the following approved synthetic oils. For information on checking your engine oil level refer to your vehicle's Owner's Manual.

The synthetic oils listed below meet MINI Division of BMW of North America, LLC's Long-life rating LL-01:

- ▷ Castrol Syntec European Formula SAE 0W-30
- ▷ Mobil 1 SAE 0W-40
- ▷ Pennzoil Platinum European Formula Ultra SAE 5W-30
- ▷ Valvoline SynPower SAE 5W-30

The choice of the right SAE grade is based on the climatic conditions in the region in which you normally drive your MINI. To best determine which SAE grade is best suited for your vehicle, contact an authorized MINI dealer.

If you are unable to obtain MINI High Performance Synthetic Oil or an approved

synthetic oil from the list above, use only a synthetic oil with an API rating of SM or higher.

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

- ▷ Brake Fluid Service: Change brake fluid every two years, or when specified by CBS. The ventilation system microfilter is also changed at the same time.
- ▷ Oxygen Sensor Service: The oxygen sensor deteriorates strictly on a mileage basis and must therefore be replaced at the following intervals to maximize vehicle fuel economy and minimize exhaust pollution. Replace at 120,000 miles (replace every 150,000 miles for the Cooper, Cooper Convertible and Cooper Clubman, if it is eligible for the California Emissions Warranty).
- ▷ Spark Plug Service (not shown in CBS): Replace at the following intervals:
Cooper and Cooper S: 60,000 miles
John Cooper Works: 30,000 miles
- ▷ The engine coolant has a long-term rating and does not need to be changed except for system repairs.

For your convenience, you may also wish to have your MINI dealer perform any necessary operations to fulfill any state inspection requirements in your area concurrent with the maintenance elements specified above during other repairs. **Should you request more frequent maintenance service, the cost of these services will not be covered by the MINI Maintenance Program.**

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

Quality Certification I

Quality Certification I

Performed by (selling MINI Dealer/Stamp with Code)

FREE OF CHARGE

Date _____ Mileage _____

Authorized
Signature of Service Manager _____

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

Maintenance Summary

The CBS system will determine the requirement for performance of the maintenance services described on this and the following page. These services may be required either individually or in conjunction with other maintenance services.

Depending on the vehicle's use, CBS may calculate service intervals which are different from the guidelines listed.

Unscheduled maintenance

Only use fuels advertised to have adequate detergency and low alcohol content. Use of fuels with insufficient detergent and/or excess alcohol can cause driveability problems that necessitate cleaning intake valves and fuel injection valves, and when applicable, adjusting the engine idle. We suggest having this work performed by your authorized MINI dealer, perhaps while regular maintenance is performed. Your MINI dealer can also recommend a gasoline additive that will provide sufficient detergency. While this recommended unscheduled maintenance is not required in order to maintain the emission warranty, cleaning of intake valves or, when applicable, fuel injection valves, or adjustment of engine idle, necessitated by use of inappropriate fuel, is not covered by warranty because no defect in material or workmanship or component failure is involved.

Standard operations

Maintenance work:

- ▷ Verify Check Control messages.
- ▷ Check indicator and warning lights.
- ▷ Reset CBS display.
- ▷ Lubricate tailgate hinges.
- ▷ Inspect tires, adjust tire pressures and reset Tire Pressure Monitor.

Engine oil

Maintenance work:

- ▷ Change the engine oil and oil filter. We recommend MINI High Performance 5W-30 Synthetic Oil P/N 07 51 0 143 829.
- ▷ At every 2nd engine oil change: Intake air cleaner: replace air filter element (reduce replacement interval in dusty operating conditions).
- ▷ Parking brake: check function and burnish pads.

Front brake

Maintenance work:

- ▷ Replace brake pads, clean brake pad contact points in calipers.
- ▷ Brake discs: Check surface and thickness, if necessary replace at extra charge.*

Rear brake

Maintenance work:

- ▷ Replace brake pads, clean brake pad contact points in calipers.
- ▷ Brake discs: Check surface and thickness, if necessary replace at extra charge.*
- ▷ Parking brake: Check condition, brake lining thickness and function, if necessary replace at extra charge.*

*Unless covered by Maintenance Program.

Vehicle check

Maintenance work:

- ▷ Check operation of horn, headlight flasher and hazard warning flashers.
- ▷ Check instrument and control lighting, and heater/air-conditioning blower.
- ▷ Check lighting system: turn signals, back-up, license plate, interior (incl. map, reading lights), glovebox, luggage area lights.
- ▷ Safety belts: check condition and function.
- ▷ Check windshield wiper and washer jet positions.
- ▷ Tires: check tread depth, wear pattern, outer condition, inflation pressure. If necessary, correct pressure.
- ▷ Battery: check state of charge (magic eye) and charge if required.
- ▷ Visually inspect all SRS airbag units for torn covers, obvious damage or attachment of stickers.
- ▷ Convertible: Open the convertible top. Activate automatic rollover protection system via OBD diagnostic link.
- ▷ Rear-view mirrors.
- ▷ Coolant: check fluid level and concentration.
- ▷ Windshield washer and intensive cleaning system: check protection level, fluid level, top if necessary.
- ▷ Brake system connections and lines: check for leaks, damage and correct positioning.
- ▷ Underbody, incl. all visible parts (i.e., transmission, rear axle, fuel lines, exhaust system), check for damage, leaks and corrosion.
- ▷ Steering components: check for clearance, damage and wear.
- ▷ MINI Mobility System: check expiration date on sealant bottle. Change sealant bottle if necessary.
- ▷ Final Inspection: Road test with check of:
 - Brakes
 - Steering
 - Shock absorbers (visual)
 - Transmission

Brake fluid

Maintenance work:

- ▷ Replace brake fluid.

Microfilter (not shown in CBS)

Maintenance work:

- ▷ Replace microfilter every 2 years based on the vehicle production date or in connection with scheduled brake fluid change.

Spark plugs (not shown in CBS)

Maintenance work:

- ▷ Replace spark plugs at the following intervals:
 - Cooper and Cooper S: 60,000 miles
 - John Cooper Works: 30,000 miles

Automatic transmission (not shown in CBS)

Maintenance work:

- ▷ Replace ATF at intervals of 100,000 miles

Emission Control Maintenance Schedule

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

Basic Engine

Engine oil As specified by CBS

Engine oil filter As specified by CBS

Fuel System

Air filter As determined by CBS

Ignition System

Spark plugs 60,000 miles
(Cooper and Cooper S)

Spark plugs 30,000 miles
(John Cooper Works)

Emission Control Components

Oxygen sensor 120,000 miles

Oxygen sensor 150,000 miles for the
Cooper, Cooper
Convertible and Cooper
Clubman, if it is eligible
for the California
Emissions Warranty

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

| | | | | | | | |
|---|------|---------|--|---------|---|---|--|
| <p>Record of Spark Plug Replacement Cooper and Cooper S: Every 60,000 miles John Cooper Works: Every 30,000 miles</p> | Date | Mileage | Record of Oxygen Sensor Replacement [Every 120,000 miles for the Cooper, Cooper Convertible and Cooper Clubman, if it is eligible for the California Emissions Warranty]] | | Record of Brake/Clutch Fluid changes (Every 2 years) | Record of Ventilation Microfilter Change (Every 2 years) | Record of MINI Mobility cartridge (Every 4 years) |
| | | | Date | Mileage | Date | Date | Date |
| <p>Speedometer (Odometer Memory) changed:</p> <p>Mileage _____</p> <p>Date _____</p> | | | | | | | |
| | | | | | | | |
| <p>Speedometer (Odometer Memory) changed:</p> <p>Mileage _____</p> <p>Date _____</p> | | | | | | | |
| | | | | | | | |

Evidence of maintenance work

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

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| | <input type="radio"/> <input type="radio"/> Microfilter | | | |
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Battery Care

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

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

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

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

Corrosion Protection

Extensive corrosion protection measures now make it possible to offer a 12-year unlimited mileage anti-corrosion warranty against rust perforation on your vehicle provided that the vehicle is maintained in accordance with the provisions of the MINI New Passenger Car Limited Warranty as outlined in the Warranty Section of this Statement (page 27).

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

During manufacture, exterior body parts receive an additional corrosion protection coat. Hood, trunk, doors and other body parts with metal folds are coated with PVC and sealed from the outside.

All floor panels receive a resilient coating of PVC for maximum protection against damage due to stones, etc.

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

Requirements for maintaining the twelve-year unlimited mileage anti-corrosion warranty are outlined in the Warranty Section of this Statement (page 28).

Restoring Corrosion Protection

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

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

Underbody Maintenance

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

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



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

MINI Roadside Assistance

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

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

It is a valuable benefit provided to you at no additional cost. (Subject to certain limitations and exclusions noted on pages 21).

Services provided by a third-party business partner.

Telephone: 1 866 646-4772 (MINIRSA).

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

Owner's Eligibility

You are covered if your vehicle is:

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

The vehicle itself is covered when driven by any authorized driver. Protection is concurrent with the MINI New Passenger Car Limited Warranty.

Protection:

New MINI — Protection is provided for 4 years/ unlimited miles. NOTE: This does not affect warranty coverage which remains at 4 years/50,000 miles.

Getting Started

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

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

Calling For Assistance

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

Be prepared to give:

- ▷ Your name and address
- ▷ Your complete Vehicle Identification Number (found on your vehicle registration, or on the bottom driver's side of your windshield)
- ▷ Model description of your vehicle
- ▷ License plate number of your vehicle
- ▷ Vehicle location (including nearby crossroads/ intersections, highway mile markers, street numbers, landmarks, etc.)
- ▷ Location you are calling from (including a telephone number where you can be reached). If you are calling from a public phone wait there for the return call. Do not leave this location without informing the Roadside Assistance service representative.
- ▷ A description of your vehicle's problem. Specific and accurate information will enable the Roadside Assistance service representative to provide the proper help.

Services

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

Dispatch Service

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

On-Site Assistance

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

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

Lock-Out

Please contact MINI Roadside Assistance for lockout situations. MINI Roadside Assistance will attempt to reunite the owner with a spare key by calling someone at customer's residence or by sending a taxicab to pick you up. (Cost of taxi is not reimbursable.) Be sure the vehicle is in a safe location in the above situations. As a last resort, we will have your MINI towed to a dealership. The MINI dealership can assist with key replacement. Towing services will be provided up to a maximum of \$100.00 per incident. The cost for replacement keys is the responsibility of the owner/driver.

Towing Service

In the event of a mechanical breakdown normally covered under the MINI New Passenger Car Limited Warranty, your vehicle will be transported (at no cost) to the nearest authorized MINI dealer, or to the MINI dealer of your choice, provided that the dealer is within a 50 mile radius of the closest dealer. Your vehicle is also covered in the event of an accident or collision.

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

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

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

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

Assistance is not contacted for "prior" authorization, the maximum coverage for towing situations is \$50.00.

Sign-and-Drive

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

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

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

Trip Interruption Benefits

Trip interruption benefits are provided for mechanical breakdowns as follows:

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

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

Trip interruption coverage is limited to \$1,000.00 per incident, for a maximum of five days per incident.

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

Exclusions

Specifically excluded from coverage are:

- ▷ Fines, taxes, or impound towing fees caused by a violation of local or state law.
- ▷ Expenses related to extreme adverse weather conditions, including, but not limited to, floods, hurricanes and tornadoes (removal from water, snow, ice, etc.).
- ▷ Expenses for the removal of snow tires, and mounting or removal of snow chains.

Customer Assistance Information

Your satisfaction with our product and the services provided by authorized MINI dealers is of great importance to us. We take pride in our product, as does the MINI dealer who services it. If you should ever have a question regarding your MINI dealer's service or your MINI's performance, we recommend that you contact your authorized MINI dealer.

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

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

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

When contacting us, we ask that you provide the following information:

- ▷ Your name, address and telephone number
- ▷ Vehicle Identification Number (last seven digits)
- ▷ Vehicle's delivery date
- ▷ Vehicle mileage
- ▷ Selling MINI dealer's name
- ▷ Servicing MINI dealer's name
- ▷ Description of the problem

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

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

Customer Assistance - Notification

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

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

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

You should send written notification directly to the MINI Division of BMW NA of the existence of an alleged defect. Send written communication to the Customer Relations and Services Department address listed below.

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

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

BBB Auto Line

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

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

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

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

- ▷ Your name and address
- ▷ The Vehicle Identification Number (VIN)
- ▷ The make, model and year of your vehicle
- ▷ A description of the problem with your vehicle

BBB AUTO LINE will also ask you for other information that may help resolve your concerns, such as the purchase price of your vehicle, any mileage at the time of purchase, the current mileage, and copies of repair orders.

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

The decision is binding on MINI if you decide to accept it. MINI must comply with the decision within the time frame specified by the arbitrator.

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

California Residents

1. MINI Division of BMW NA participates in **BBB AUTO LINE**, a mediation/arbitration program administered by the Council of Better Business Bureaus [4200 Wilson Boulevard, Arlington, Virginia 22203] through local Better Business Bureaus. The Arbitration Certification Program of the California Department of Consumer Affairs has certified **BBB AUTO LINE** and BMW.
2. If you have a problem arising under a MINI written warranty, we encourage you to bring it to our attention. If we are unable to resolve it, you may file a claim with **BBB AUTO LINE**. Claims must be filed with **BBB AUTO LINE** within six (6) months after the expiration of the warranty.
3. To file a claim with **BBB AUTO LINE**, call 1 800 955-5100. There is no charge for the call.
4. In order to file a claim with **BBB AUTO LINE**, you will have to provide your name and address, the brand name and Vehicle Identification Number (VIN) of your vehicle, and a statement of the nature of your problem or complaint. You will also be asked to provide: the approximate date of your acquisition of the vehicle, the vehicle's current mileage, the approximate date and mileage at the time any problem(s) were first brought to the attention of MINI or one of our dealers, and a statement of the relief you are seeking.

5. **BBB AUTO LINE** staff may try to help resolve your dispute through mediation. If mediation is not successful, or if you do not wish to participate in mediation, claims within the program's jurisdiction may be presented to an arbitrator at an informal hearing. The arbitrator's decision should ordinarily be issued within 40 days from the time your complaint is filed; there may be a delay of 7 days if you did not first contact MINI about your problem, or a delay of up to 30 days if the arbitrator requests an inspection/report by an impartial technical expert or further investigation and report by **BBB AUTO LINE**.
6. You are required to use **BBB AUTO LINE** before asserting in court any rights or remedies conferred by California Civil Code Section 1793.22. You are not required to use **BBB AUTO LINE** before pursuing right and remedies under any other state or federal law. "You are also required to use **BBB AUTO LINE** before exercising rights or seeking remedies created by Title I of the Magnuson-Moss Warranty Act, 15 U.S.C. sec. 2301 et seq. If you choose to seek redress by pursuing rights and remedies not created by California Civil Code Section 1793.22 or Title I of the Magnuson-Moss Warranty Act, resort to **BBB AUTO LINE** is not required by those statutes."
7. California Civil Code Section 1793.3(d) requires that, if MINI or its representative is unable to repair a new motor vehicle to conform to the vehicle's applicable express warranty after a reasonable number of attempts, BMW NA may be required to replace or repurchase the vehicle. California Civil Code 1793.22(b) creates a presumption that MINI has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or

18,000 miles on the vehicle's odometer, whichever occurs first, **one or more of the following occurs:**

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

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

**MINI Division of BMW of North America, LLC
Customer Relations and Services Department
P.O. Box 1227
Westwood, NJ 07675-1227
1 866 ASK-MINI (275-6464)
MINI.assistance@askMINIUSA.com**

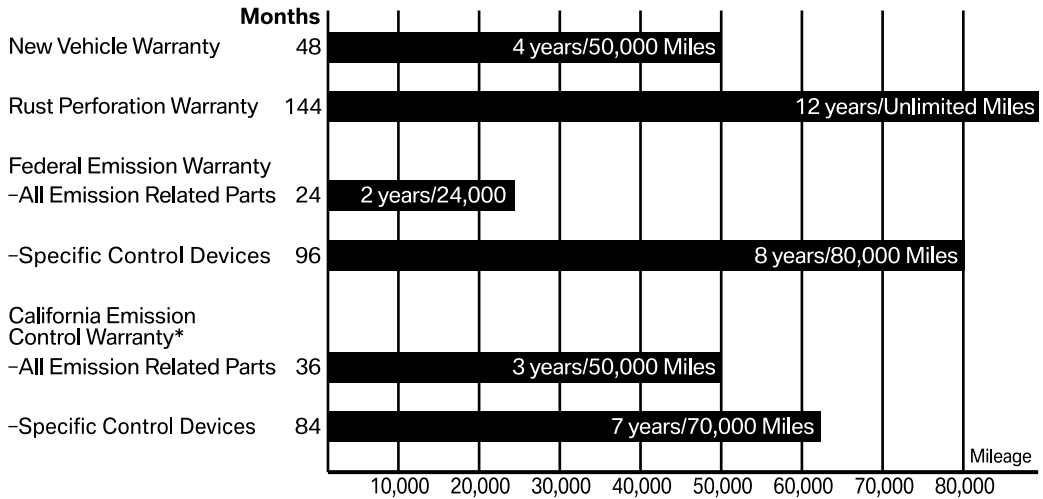
8. The following remedies may be sought in **BBB AUTO LINE**: repairs, reimbursement for money paid to repair vehicle or other expenses incurred as a result of a vehicle nonconformity, repurchase or replacement of your vehicle and compensation for damages and remedies available under MINI's written warranty or applicable law.

9. The following remedies may **not** be sought in **BBB AUTO LINE**: punitive or multiple damages, attorneys' fees, or consequential damages other than as provided in California Civil Code Section 1794(a) and (b).
10. You may reject the decision issued by a **BBB AUTO LINE** arbitrator. If you reject the decision, you will be free to pursue further legal action. The arbitrator's decision and any findings will be admissible in a court action.
11. If you accept the arbitrator's decision, MINI will be bound by the decision, and will comply with the decision within a reasonable time not to exceed 30 days after we receive notice of your acceptance of the decision.
12. Please call **BBB AUTO LINE** at 1 800 955-5100 for further details about the program. IDAHO Residents **IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER THE STATE'S LEMON LAW TO REPLACEMENT OF IT OR A REFUND OF ITS PURCHASE PRICE OR YOUR LEASE PAYMENTS. HOWEVER, TO BE ENTITLED TO REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER, ITS AGENT, OR ITS AUTHORIZED DEALER OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE. YOU ALSO HAVE A RIGHT TO SUBMIT YOUR CASE TO THE CONSUMER ARBITRATION PROGRAM WHICH THE MANUFACTURER MUST OFFER IN THIS STATE.**

Special Programs

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

Overview of the MINI New Passenger Car Limited Warranties



* The California Emissions Control System Limited Warranty applies to all 2010 U.S. specification MINI vehicles sold, leased, and/or registered in California, Connecticut, Maine, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont or Washington.

Your vehicle has been specifically adapted and designed to meet the particular operating conditions and homologation requirements in your country and continental region in order to deliver the full MINI driving pleasure while the vehicle is operated under those conditions. If you wish to operate your vehicle in another country or region, you may be required to adapt your vehicle to meet different prevailing operating conditions and homologation requirements. You should also be aware of any applicable warranty limitations or exclusions for such country or region. In such case, please contact the Customer Relations and Services Department for further information.

The MINI limited warranties apply only to U.S. specification MINI vehicles and is valid only when repairs are performed at an authorized U.S. MINI dealer, subject to all applicable exclusions or limitations. All other U.S. specification programs such as Roadside Assistance and the Maintenance Programs are also valid only in the U.S.

MINI New Passenger Car Limited Warranty — 2010 Models (Valid only in the U.S.A. and Puerto Rico)

Warrantor

The MINI Division of BMW NA warrants 2010 U.S. specification vehicles distributed by the MINI Division against defects in materials or workmanship to the first retail purchaser, and each subsequent purchaser.

Warranty Period

The warranty period is 48 months or 50,000 miles, whichever occurs first.

Warranty Begins

Coverage begins on the date of first retail sale, or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier.

Warranty Coverage

To obtain service under this warranty, the vehicle must be brought, upon discovery of a defect in material or workmanship, to the workshop of any authorized MINI dealer in the United States or Puerto Rico, during normal business hours. The MINI dealer will, without charge for parts or labor, either repair or replace the defective part(s) using new or authorized remanufactured parts. The decision to repair or replace said part(s) is solely the prerogative of the MINI Division. Parts for which replacements are made become the property of the MINI Division.

In all cases, a reasonable time must be allowed for warranty repairs to be completed after the vehicle is received by the authorized MINI dealer.

Safety Belt Warranty - Kansas

Safety belts are covered under the MINI New Passenger Car Limited Warranty for defects in material or workmanship for a period of 10 years, unlimited mileage from the date of purchase. In order to be eligible for this coverage, the vehicle must be a new vehicle retailed in the State of Kansas and the repair must be performed by an authorized MINI dealer in Kansas.

Other Items

Wheel alignment, balancing and wiper blade inserts are covered up to 2,000 miles.

Items which are subject to wear and tear or deterioration due to driving habits or conditions, such as brake pads/linings, brake discs, clutch disc, pressure plate, filters, upholstery, trim and chrome items, paint finish, drive belts, glass, and similar items, are specifically limited to defects in material or workmanship.

This warranty does not apply to the following:

Damage which results from negligence, improper operation of the vehicle, improper repair, lack of or improper maintenance, environmental influences, flood, accident or fire damage, road salt corrosion, or use of improper or contaminated fuel.

Damage to the engine, transmission or any related component caused by improper shifting of the transmission.

Maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters, coolant, and refrigerant.

Failure to maintain the vehicle properly in accordance with the instructions in the Owner's Manual or the Service section of this Statement, that results in the failure of any part of the vehicle.

Modification of the vehicle or installation of any performance accessories or components attached to the vehicle which alters the original engineering and/or operating specifications or which result in damage to the other original components, electrical interference, electrical short, radio static, water leaks, or wind noise.

Tires are warranted by their respective manufacturer as detailed in the applicable tire manufacturer's warranty statements. Instructions for proper tire care and maintenance are contained in the Owner's Manual. Should you experience difficulty in obtaining warranty service from a tire manufacturer, your authorized MINI dealer will assist you in resolving the difficulty.

Non-genuine MINI Parts - While you may elect to use non-genuine MINI parts for maintenance or repair services, the MINI Division is not obligated to pay for repairs that include non-genuine MINI parts or for any damage resulting from the use of non-genuine parts.

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

This warranty shall be null and void if the Vehicle Identification Number (VIN) has been altered or cannot be read, if the odometer has been replaced or altered and the true mileage cannot be determined, if the vehicle has been declared a total loss or sold for salvage purposes, or if the vehicle has been used in any competitive event.

General

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. THE MINI DIVISION OF BMW NA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

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

Limited Warranty - Rust Perforation 2010 Models

The MINI Division of BMW NA warrants this original vehicle against defects in materials or workmanship which will result in rust perforation of the vehicle body for a period of 12 years, without mileage limitation, commencing on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

To obtain service under this warranty, the vehicle must be brought, upon discovery of any rust perforation, to the workshop of any authorized MINI dealer. This MINI dealer will, without charge for parts or labor, either repair or replace the defective part(s). The decision to repair or replace said part(s) is solely the prerogative of the MINI Division of BMW NA. Parts for which replacements are made become the property of the MINI Division.

The MINI Division of BMW NA makes no other express warranty on this product except the new vehicle warranty or the warranty as to the emission control system. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. THE MINI DIVISION OF BMW NA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

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

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any legal claim or action arising from any express or implied warranty contained herein must be brought within 12 months of the date it arises.

This warranty does not apply to damage caused by negligence, improper accident damage repairs, or improper use.

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

This warranty shall be null and void if the Vehicle Identification Number (VIN) has been altered or cannot be read, if the odometer has been replaced or altered and the true mileage cannot be determined, if the vehicle has been declared a total loss or sold for salvage purposes, or if the vehicle has been used in any competitive event.

Federal Emissions System Defect Warranty (Valid only in the U.S.A. and Puerto Rico)

This limited warranty applies only to U.S. specification vehicles distributed by the MINI Division of BMW NA.

In accordance with the defect warranty provisions of section 207(b) of the Clean Air Act, MINI warrants to the first retail purchaser, and each subsequent purchaser, that the passenger car: (a) was designed, built and equipped so as to conform, at the time of sale, with all regulations of the U.S. Environmental Protection Agency applicable at the time of manufacture; and (b) is free from defects in materials and workmanship which would cause it to fail to conform with applicable regulations for a period of 2 years or 24,000 miles, whichever occurs first, except for specific emission control components (as listed on page 32), for which the warranty period is 8 years or 80,000 miles, whichever occurs first.

Coverage begins on the date of first retail sale or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier.

Warranty claims must be made as soon as reasonably possible after a defect is discovered. To make a claim, the car must be brought to any authorized MINI dealer during normal business hours.

The MINI dealer will, without charge for parts or labor (including diagnosis), either repair or replace the defective part, if any. The decision

whether to repair or replace said parts is solely the prerogative of the MINI Division of BMW NA and must be expected to correct the failure of the warranted part. Parts for which replacements are made become the property of the MINI Division. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the car is received by the MINI dealer.

For assistance in determining which specific parts or components of your vehicle are covered under this warranty, please contact your MINI dealer.

It is the owner's responsibility to have all scheduled inspection and maintenance services performed (at the owner's expense), as prescribed in the maintenance schedule for the MINI Emission Control System. Service intervals are computed by the onboard MINI service interval indicator and displayed on the instrument panel. The instructions for proper maintenance and use can be found in the Owner's Manual. It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be certified MINI Service Parts or MINI Authorized Remanufactured Parts. Without invalidating this warranty, the owner may elect to have maintenance, repair or replacement of the emission control systems performed by any automotive repair establishment, or elect to use parts other than certified MINI Service Parts. However, the cost of such service or parts will not be covered under this warranty, except in emergency situations. In an emergency situation, where an authorized MINI dealer or a warranty replacement part is not reasonably available (within 30 days), repairs may be performed at any available service establishment using any equivalent part. The MINI Division of BMW NA will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed the MINI Division's rates for labor, parts, and diagnosis in said area) that are covered under this warranty. Replaced parts and paid invoices must be presented at an authorized MINI dealer as a condition of reimbursement for emergency repairs not performed by an authorized MINI dealer.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of the emission control system. If other than

certified MINI Service Parts or MINI Authorized Remanufactured Parts are used for maintenance, repair or replacement of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to genuine MINI parts in performance and durability. The MINI Division of BMW NA assumes no liability under this warranty with respect to parts other than genuine MINI parts.

However, the use of non-genuine MINI replacement parts or non-EPA certified parts does not invalidate the warranty on other components, unless non-genuine MINI parts or non-EPA certified parts cause damage to warranted parts.

What Is Not Covered

This warranty does not cover malfunctions caused by any of the following: accident, flood, misuse, improper adjustment, modification, alteration, tampering, disconnection, improper or inadequate maintenance, use of leaded fuel or fuels containing more than 10% ethanol, or other oxygenates with more than 2.8% oxygen by weight (i.e., more than 15% MTBE or more than 3% methanol plus an equivalent amount of co-solvent).

The replacement of maintenance parts, such as spark plugs, filters and similar items used in required maintenance services, the repair or replacement of maintenance parts beyond the first required inspection/maintenance, or if the part has been replaced earlier for reasons other than it being defective.

The car or any part of the car unless a failure causes the car to fail to conform to applicable emission regulations.

Any car on which the odometer has been replaced or altered and the true mileage cannot be determined.

The car, if the Vehicle Identification Number (VIN) is altered or cannot be read, or if the car has been declared a total loss or sold for salvage purposes.

General

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. THE MINI DIVISION OF BMW NA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. Additionally, if you are a California, Connecticut, Maine, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont or Washington resident and your vehicle is registered in that state, your vehicle is eligible for California Emissions Warranty coverage.

These federal warranty provisions also apply to all vehicles sold in all U.S. states and territories regardless of whether a state has enacted state warranty provisions that differ from the federal provisions.

Federal Emission Performance Warranty (Valid only in the U.S.A. and Puerto Rico)

In those states and jurisdictions that have established periodic vehicle emissions tests to encourage proper vehicle maintenance and require the vehicle to pass an emissions test approved by the U.S. Environmental Protection Agency and:

1. The passenger car was distributed by the MINI Division of BMW NA; and
2. The car has been maintained and operated in accordance with the instructions for proper maintenance and use set forth in the Owner's Manual supplied with the car; and
3. The car fails to conform to the applicable emissions standards of the EPA as judged by an EPA approved emissions test; and
4. The failure to conform results or will result in the owner of the car having to bear a penalty or other sanction (including the denial of the right to use the car) under local state or federal law if the non-conformity is not remedied within a specified period of time.

Then, in accordance with the provisions of section 207(b) of the Clean Air Act, MINI Division of BMW NA warrants that if the car is eligible for coverage under this warranty, any non-conformities in the car, which cause it to fail an EPA-approved emissions test will, without charge for parts or labor (including diagnosis), be adjusted, repaired, or replaced, at the option of the MINI Division of BMW NA to proper specifications, in order to make the car comply with applicable emissions standards. The decision to adjust, repair or replace parts is solely the prerogative of the MINI Division and must reasonably be expected to correct the failure of the warranted part.

Coverage begins on the date of first retail sale, or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier. This limited warranty continues for a period of 2 years or 24,000 miles, whichever occurs first, except for specific emissions control components (as listed on Page 32), for which the warranty period is 8 years or 80,000 miles whichever occurs first.

This limited warranty is made subject to the terms and conditions that apply to the Emission Control System Warranty and the MINI New Passenger Car Limited Warranty.

No claim under this warranty will be denied on the basis of use of a properly installed EPA certified emission part for maintenance and repair.

A vehicle manufacturer may deny an emission performance warranty claim on the basis of an uncertified replacement part used in the maintenance or repair of a vehicle only if the vehicle manufacturer presents evidence that the uncertified replacement part is either defective in materials or workmanship or not equivalent from an emission standpoint to the original equipment part.

Maintenance, replacement, or repair of emission control devices and systems may be performed by any automotive repair establishment or individual using any certified part.

Immediately after the car has failed an EPA approved emission short test, your claim can be made at any authorized MINI dealer. The MINI dealer will honor or deny your claim within the time period specified by local or state laws (not to exceed 30 days), to avoid further penalties or sanctions. If the claim is denied, the MINI dealer will notify you in writing of the reason(s). The authorized MINI dealer is required by law to honor the claim if notice of denial is not received by the owner within the specified time period.

You may obtain further information concerning the emission warranties, or report violations of warranty terms, by contacting the Director, Field Operations and Support Division (6406J), Environmental Protection Agency, 401 M Street, Washington, DC 20460 (Attn: Warranty Claim).

The following systems are covered by the Federal Emission Performance Warranty for a period of 2 years or 24,000 miles, whichever occurs first. The specific systems may vary according to model, therefore, all of the systems listed may not be used on your vehicle. For assistance in determining which systems and specific components within these systems apply to your vehicle, please contact your MINI dealer.

AIR INDUCTION SYSTEM

FUEL METERING SYSTEM

IGNITION SYSTEM

POSITIVE CRANKCASE VENTILATION SYSTEM (PCV)

FUEL EVAPORATIVE CONTROL SYSTEM

EXHAUST SYSTEM

ENGINE EMISSION CONTROL SYSTEM

SENSORS/DEVICES

ONBOARD DIAGNOSTIC SYSTEM (OBD)

RELATED PARTS ASSOCIATED WITH THE ABOVE SYSTEMS

The following components and/or systems are/is covered under the Federal Emission Performance Warranty for a period of 8 years or 80,000 miles, whichever occurs first.

CATALYTIC CONVERTER

ENGINE CONTROL MODULE (INCLUDING ONBOARD DIAGNOSTIC SYSTEM)

For assistance in determining coverage of the specific components of the Onboard diagnostic system, please contact your MINI dealer.

California Emission Control Warranty Statement* Your Warranty Rights and Obligations

The California Air Resources Board and the MINI Division of BMW NA are pleased to explain the emission control system warranty on your 2010 vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. The MINI Division of BMW NA must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance to your vehicle.

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

Where a warrantable condition exists, the MINI Division will repair your vehicle at no cost to you including diagnosis, parts and labor.

Manufacturer's Warranty Coverage:

– For 3 years or 50,000 miles, whichever occurs first:

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

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

If an emission-related part, specially noted on page 36 as having coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by the MINI Division. This is your long-term emission control system **DEFECTS WARRANTY**.

Owner's Warranty Responsibilities:

- As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. The MINI Division recommends that you retain all receipts covering maintenance on your vehicle, but the MINI Division cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- You are responsible for presenting your vehicle to an authorized MINI dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- As the vehicle owner, you should also be aware that the MINI Division may deny your warranty coverage if your vehicle or part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

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

MINI Division of BMW of North America, LLC
Customer Relations and Services Department
P.O. Box 1227
Westwood, NJ 07675-1227
Telephone: 1 866 ASK-MINI (275-6464)
Email: MINI.assistance@askMINIUSA.com

or the

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

*The California Emissions Control System Limited Warranty applies to all 2010 U.S. specification MINI vehicles sold, leased, and/or registered in California, Connecticut, Maine, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont or Washington.

California Emission Control System Limited Warranty*

This limited warranty applies to California certified vehicles distributed by the MINI Division of BMW NA registered and operated primarily in California.

The MINI Division of BMW NA warrants to the original purchaser and each subsequent owner that the vehicle is:

- a. designed, built and equipped so as to conform with the applicable California Air Resources Board emission standards.
- b. free from defects in materials and workmanship which cause any part that can affect emissions to fail to conform with applicable requirements or to fail a California Smog Check test or EPA approved short test for a period of 3 years or 50,000 miles, whichever occurs first.
- c. free from defects in materials and workmanship in emission related parts, which are contained in the California Emission Control System Limited Warranty Parts List on page 36, for a period of 7 years or 70,000 miles, whichever occurs first.

Coverage begins on the date of first retail sale or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier.

To obtain service under this warranty, the vehicle must be brought, upon failure of a Smog Check test or upon discovery of the defect, to the workshop of any authorized MINI dealer, during normal business hours. The MINI dealer will honor or deny your claim within 30 days. If the claim is denied, the MINI dealer will notify you in writing of the reason(s). The MINI dealer is required by law to honor the claim if notice is not given to the owner within 30 days.

The MINI dealer will, without charge for parts or labor (including diagnosis), either adjust, repair or replace the defective part and other parts affected by the failure of the warranted part, if any. If your vehicle failed the California Smog Check test or an EPA approved short test, then

the MINI Division will repair your vehicle so that it will pass this test. Items that require scheduled replacement are warranted up to the replacement interval specified in the Service section of this Statement. The MINI Division may repair a part in lieu of replacing it when performing warranty repairs. Parts for which replacements are made become the property of the MINI Division. After 3 years or 50,000 miles, and in accordance with paragraph (c) above, such repairs are limited to the repair or replacement of those parts identified in the California Emission Control System Limited Warranty List.

If your California registered vehicle is between 7 and 8 years old and has been driven less than 80,000 miles, then your vehicle is eligible for additional warranty coverage under the Federal Emissions Warranty.

A repair performed as the result of a smog check test failure due to a defect in a part, which is warranted for 7 years/70,000 miles, is covered.

In all cases, a reasonable time, not to exceed 30 days, must be allowed for a warranty repair to be completed, after the car is received by the MINI dealer.

It is the owner's responsibility to have all required maintenance services performed (at the owner's expense), as prescribed in the maintenance schedule for the MINI Emission Control System. Service intervals are computed by the service interval indicator and displayed on the instrument panel.

*The California Emissions Control System Limited Warranty applies to all 2010 U.S. specification MINI vehicles sold, leased, and/or registered in California, Connecticut, Maine, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont or Washington.

However, the MINI Division will not deny your warranty repair claims solely because you do not have maintenance records or you did not perform the required maintenance unless the MINI Division demonstrates that such lack of required maintenance is a direct cause of the emission control system failure. The instructions for required maintenance and use can be found in the Owner's Manual and in the Service section of this Statement.

It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be genuine MINI Service Parts or MINI Authorized Remanufactured Parts. Without invalidating this warranty, the owner may elect to have maintenance, repair or replacement of the emission control systems performed by any automotive repair establishment, or elect to use parts other than MINI Authorized Remanufactured or genuine MINI Service Parts. However, the cost of such service or parts will not be covered under this warranty, except in emergency situations. In an emergency situation, where an authorized MINI dealer is not reasonably available or a warranty replacement part is not available within 30 days, repairs may be performed at any available service establishment or by any individual using any replacement part.

A repair not completed within 30 days constitutes an emergency. The MINI Division of BMW NA will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed MINI suggested retail price for all warranted parts replaced and labor charges based on the manufacturer's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate) that are covered under this warranty. Replaced parts and paid invoices must be presented to an authorized MINI dealer as a condition of reimbursement for emergency repairs not performed by an authorized MINI dealer.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of emission control systems. If other than genuine MINI Service Parts or Authorized Remanufactured Parts are used for maintenance, repair or replacement of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to genuine MINI parts in performance and durability. The MINI Division of BMW NA assumes no liability under this warranty with respect to parts other than genuine MINI parts.

However, the use of non-genuine MINI replacement parts does not invalidate the warranty on other components, unless non-genuine MINI parts cause damage to warranted parts.

What is not covered

This limited warranty does not cover malfunctions caused by any of the following: accident, flood, misuse, modification, alteration, tampering, disconnection, improper or inadequate maintenance, except if performed by an authorized MINI dealer doing warranty repair work, use of leaded fuel or fuel other than as specified in the Owner's Manual.

The replacement of maintenance parts, such as spark plugs, filters and similar items used in required maintenance services or the repair or replacement of maintenance parts beyond the first replacement interval.

Any car on which the odometer has been replaced or altered and the true mileage cannot be determined.

The car, if the Vehicle Identification Number (VIN) is altered or cannot be determined, or if the car has been declared a total loss or sold for salvage purposes.

General

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

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. THE MINI DIVISION OF BMW NA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

For assistance in determining which parts are covered by this warranty, please contact your authorized MINI dealer or the MINI Division of BMW NA Customer Relations and Services Department at 1 866 ASK-MINI (275-6464). You may obtain further information concerning the emissions warranty or report violations of warranty terms, by contacting Air Resources Board (ARB), Mobile Source Division, 9528 Telstar Avenue, El Monte, CA 91731. Please include the title of the MINI service department head and telephone number.

California Emission Control System Limited Warranty Parts List

The following components are covered for defects by the California Emission Control System Limited Warranty for a period of 7 years or 70,000 miles, whichever comes first.

| Models: | MINI Cooper Cooper Clubman Cooper Convertible | MINI Cooper S Cooper S Clubman Cooper S Convertible | MINI JCW Hardtop JCW Clubman JCW Convertible |
|---|--|--|---|
| Coverage: | 8 Years 100,000 miles | 7 Years 70,000 miles | 7 Years 70,000 miles |
| Catalytic Converter | • | • | |
| Charge Air Cooler | | • | • |
| Engine Control Module | • | • | • |
| Exhaust Manifold | | • | • |
| Exhaust Manifold Gasket | • | • | • |
| Exhaust Manifold with Catalyst | • | • | • |
| Exhaust Manifold-to-Turbocharger Gasket | | • | • |
| Fuel Filter with Level Sensor, Right | • | • | • |
| Fuel Injection Valve | | • | • |
| Fuel Rail | | • | • |
| Fuel Tank | • | • | • |
| High Pressure Fuel Pump | | • | • |
| Intake Manifold | • | • | • |
| Thermostat with Housing | • | • | • |
| Torque Converter | • | • | |
| Transmission Control Unit (EGS) | • | • | |
| Transmission Speed Sensor | • | • | |
| Turbocharger | | • | • |
| Vacuum Pump | | • | • |
| VANOS (VVT) Adjustment Unit | • | • | • |

Notice

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

Notes:

Information Change Card

Please print new owner or update your customer information

For immediate updates please contact the BMW Customer Relations Center at 1-800-831-1117

Please Check One: Address Change Ownership Change

Mr. Mrs. Ms. Last Name First Name Middle Initial

Address: Number Street Apt./Suite

City State Zip AM Phone PM Phone

Email Cell Phone

Comments

VIN _____

Current Date: ____/____/____

Date of Change of Status: ____/____/____

Sold Privately (Print name & address of new owner above, if known)

The information provided by you will be used by BMW to update new owner and customer information. Rest assured that we will not rent or sell your personal information to anyone. To see our privacy policy please go to www.bmwusa.com/about/privacy.html or call 800-831-1117 to request a copy.

Purchased Privately Exported
Traded Destroyed
Lease Ended Stolen
Gifted Never Owned

Information Change Card

Please print new owner or update your customer information

For immediate updates please contact the BMW Customer Relations Center at 1-800-831-1117

Please Check One: Address Change Ownership Change

Mr. Mrs. Ms. Last Name First Name Middle Initial

Address: Number Street Apt./Suite

City State Zip AM Phone PM Phone

Email Cell Phone

Comments

VIN _____

Current Date: ____/____/____

Date of Change of Status: ____/____/____

Sold Privately (Print name & address of new owner above, if known)

The information provided by you will be used by BMW to update new owner and customer information. Rest assured that we will not rent or sell your personal information to anyone. To see our privacy policy please go to www.bmwusa.com/about/privacy.html or call 800-831-1117 to request a copy.

Purchased Privately Exported
Traded Destroyed
Lease Ended Stolen
Gifted Never Owned

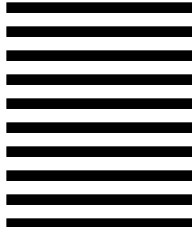
For immediate updates or if there are no cards left, please contact the
BMW Customer Relations Center at: 1-800-831-1117.

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BMW Customer Relations Center at: 1-800-831-1117.



NO POSTAGE
NECESSARY
IF MAILED IN
THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST CLASS MAIL PERMIT NO.131 WESTWOOD,NJ



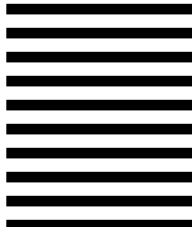
BMW of North America, LLC
P.O. Box 1227
Westwood, NJ 07675-9868

Attn: Customer Satisfaction



NO POSTAGE
NECESSARY
IF MAILED IN
THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST CLASS MAIL PERMIT NO.131 WESTWOOD,NJ



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

Attn: Customer Satisfaction





2010 MINI
SERVICE & WARRANTY INFORMATION



MD20061