



MINI WARRANTY CERTIFICATE.

This MINI Warranty Certificate (“Certificate”) sets out the terms, conditions, and exclusions governing the MINI Manufacturing Warranty (“Warranty”) provided to the purchaser (“Owner”) of a new MINI vehicle (“Vehicle”) acquired from an authorised MINI dealership in Malaysia. The purpose of this Certificate is to ensure legal clarity and establish the scope of coverage. This Certificate applies exclusively to Vehicles registered for the first time in Malaysia and sold by MINI Authorised Dealers in Malaysia.

Warranty Coverage

Duration and Scope

The Warranty is valid for a period of twenty-four (24) months commencing on the date of the Vehicle’s first registration in Malaysia. There is no mileage limitation during the Warranty period. The Warranty applies solely to technical defects arising from manufacturing or assembly faults and does not extend to routine maintenance, wear and tear, or damage caused by external influences.

Transferability

The Warranty is fully transferable to subsequent Owners in the event of a change of ownership within the Warranty period. All rights and obligations under this Certificate transfer automatically to the new Owner upon such change.

Service Commitments

Repair of Defects

MINI Authorised Dealers undertake to rectify, free of charge, any technical defect in the Vehicle attributable to manufacturing or assembly faults, provided such defects are reported within the Warranty period.

Towing Costs

If the Vehicle becomes inoperable due to a defect covered under this Warranty, MINI Malaysia will reimburse the reasonable cost of towing the Vehicle from the location of breakdown to the nearest MINI Authorised Dealer service centre in Malaysia. Reimbursement is subject to the provision of valid receipts and is limited to towing for defects covered by this Warranty.

Rust Perforation Rectification

Where rust perforation occurs as a result of manufacturing or assembly faults, MINI will rectify such defects within twelve (12) years from the commencement of the Warranty period.

Exclusions

The following are expressly excluded from Warranty coverage:

- **Normal Maintenance:** Routine maintenance, adjustments, and associated costs, including services necessitated by unusual usage or routine vehicle operation, are excluded.
- **Wear and Tear or External Damage:** Replacement or repair of parts due to wear and tear or external damage is not covered unless such defects are determined to result from manufacturing or assembly faults.
- **Operational Fluids and Consumables:** Costs for consumables (e.g., coolant, oil, lubricants) and damages caused by improper, insufficient, or incorrect fuel are excluded, except where such items are defective due to manufacturing or assembly faults.
- **Glass:** Damage to glass components caused by stone chips, cracks, breakage, scratches, or similar external influences is excluded.
- **Non-MINI Options and Modifications:** Any items not supplied as part of the original Vehicle, including accessories, modifications, tuning, coding, or items fitted by unauthorised workshops, are excluded. Warranty claims cannot be made if identification numbers or marks are defaced or tampered with. MINI Malaysia and MINI Authorised Dealers disclaim liability for any damage arising from non-MINI modifications.
- **Environmental Damage:** Damage resulting from environmental influences (e.g., natural disasters, stone chips, storms, lightning, bird droppings, tree sap, acid rain, fallout, industrial dust, water, flood, fire, pollen, or other natural deterioration), as well as normal ageing, discolouration, fading, deformation, or blurring, is excluded.
- **Incidental or Consequential Damages:** The Warranty does not cover incidental or consequential injury to persons, damage to property, loss of use, time, inconvenience, car rental, accommodation, taxi service, telephone charges, loss of earning/profits, or depreciation.
- **Existing Faults:** The Warranty does not apply to components or assemblies damaged due to continued operation after the existence of a fault should reasonably have become apparent to the driver.
- **Causes Beyond MINI's Control:** Loss, damage, or defects arising from collision, accident, theft, riot, war, acts of God, terrorism, or other causes beyond the reasonable control of MINI are excluded.

Modifications required due to changes in local legislation or conditions after original registration are not covered.

- Misuse: Damage or impairment of performance caused directly or indirectly by misuse, including but not limited to exceeding manufacturer specifications (speed, load, revolutions), improper storage, neglect, lack of usage, competitive events, e-hailing, or delivery services, is excluded.
- Production Tolerances: Variations within manufacturer specifications are deemed acceptable and do not constitute defects.
- Radio Signal Interference: Repairs necessitated by interference from high-frequency radio signals are excluded.

Limitations of Liability

MINI Malaysia and MINI Authorised Dealers expressly disclaim any liability for incidental or consequential damages, including but not limited to personal injury, property damage, loss of use, inconvenience, or loss of earnings, except as expressly provided in this Certificate.

Transfer of Rights

Upon any change of ownership during the Warranty period, all rights to defect rectification and related service commitments described herein transfer automatically to the new Owner. The new Owner is subject to all terms, conditions, and exclusions set forth in this Certificate.

Definitions and Interpretations

- Owner: The purchaser or any subsequent owner of the Vehicle during the Warranty period.
- Vehicle: The MINI automobile purchased from an authorised MINI dealership in Malaysia and registered for the first time in Malaysia.
- MINI Authorised Dealer: An official MINI dealership recognised by MINI Malaysia for the sale and servicing of MINI vehicles.
- Technical Defect: A fault attributable to manufacturing or assembly errors, excluding defects resulting from maintenance, external influences, or misuse.
- Warranty Period: Twenty-four (24) months from the date of first registration and vehicle sold by a MINI Authorised Dealer.

BMW Malaysia Sdn Bhd reserves the right to modify or amend the terms of this Warranty Certificate at any time, without the necessity of providing prior written notice.