# THE

### 2022 NEW VEHICLE LIMITED WARRANTY

Owner/Driver Information:

Name		
Address		
Owner/D	river Telephones:	
Business		
Home		
Model	BMW 8 Series	Year 2022
VIN		
Retail/In-	-Service Date	
Trim Cod	e	Color Code
Productio	on Date	
License P	Plate Number	
BMW Cer	iter Telephone Numbers:	
Offices		
Services		

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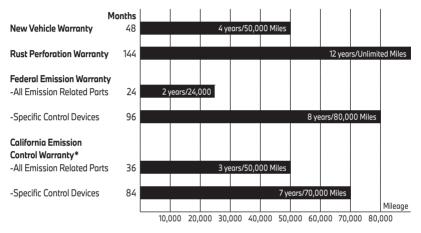
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#### 2022 MODEL YEAR VEHICLES

Series	Body Style	Models
8 Series	Coupe	840i, 840i xDrive, M850i xDrive
	Convertible	840i, 840i xDrive, M850i xDrive
	Gran Coupe	840i, 840i xDrive, M850i xDrive

#### **OVERVIEW OF BMW LIMITED WARRANTIES**



\*The California Emissions Control System Limited Warranty applies to all 2022 U.S.-specification BMW vehicles registered in California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington.

The BMW limited warranties apply only to U.S.-specification BMW vehicles and cover eligible warranty repair or replacement work when the warranty service is performed at an authorized BMW center in the United States (including Puerto Rico), subject to all applicable exclusions and/or limitations.

#### NEW VEHICLE LIMITED WARRANTY FOR PASSENGER CARS AND LIGHT TRUCKS — 2022 MODELS (VALID ONLY IN THE U.S.A. INCLUDING PUERTO RICO)

#### WARRANTOR

BMW of North America, LLC (BMW NA) warrants during the Warranty Period the 2022 U.S.-specification BMW vehicles distributed by BMW NA or sold through the BMW NA European Delivery Program against defects in materials or workmanship to the first retail purchaser, and each subsequent purchaser.

#### 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 PERIOD

The warranty period is 48 months or 50,000 miles, whichever occurs first, except as noted below.

#### WARRANTY COVERAGE

To obtain warranty service coverage, the vehicle must be brought, upon discovery of a defect in material or workmanship, to the workshop of any authorized BMW center in the United States (including Puerto Rico) during normal business hours.

The authorized BMW center will, without charge for parts and labor (including diagnosis), either repair or replace the defective part(s) using new or authorized remanufactured parts. The decision whether to repair or replace said part(s) is solely the prerogative of BMW NA. Parts for which replacements are made become the property of BMW NA. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the vehicle is received by the authorized BMW center.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

#### SAFETY BELT WARRANTY - KANSAS

Safety belts are covered under the BMW New Vehicle 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 car retailed in the State of Kansas and the repair performed by an authorized BMW center in Kansas.

#### **OTHER ITEMS**

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

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

Additionally, wood trim and leather upholstery have inherent variations in color and texture, dependent upon being properly cleaned and maintained. These items may lighten or darken due to age or exposure to sunlight; this is not a defect in materials or workmanship.

Battery performance and durability are temperature-dependent. While battery capacity increases in higher temperatures, colder temperatures will lower the battery's capacity. Extreme high and/or low temperatures may impact the battery's service life.

#### What is not covered:

Remote control transmitter battery replacement. Damage, including consequential, which results from negligence,

misuse/improper operation of the vehicle, improper repair, lack of or improper maintenance, environmental influences, flood, accident or fire damage, road salt corrosion, or the use of improper fuel as described in the Owner's Manual or contaminated fuel.

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

Damage to the paint finish due to stone chips, nicks, dents, acid rain, industrial fallout, other environmental influences, and normal deterioration, such as fading, discoloration, or loss of luster, improper care/repair of matte paint finishes, as well as damage caused by lack of maintenance, excessive rubbing, the use of improper cleaners, polishes and/or waxes. Maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters, coolant, and refrigerant.

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 results in damage to the other original components, electrical interference, electrical short, radio static, water leaks and wind noise.

Tires are warranted by their respective manufacturer. See the Tire Warranty Statement on page 23.

Driving over rough or damaged road surfaces, as well as debris, curbs and other obstacles can cause serious damage to wheels, tires and suspension parts. This is more likely to occur with low-profile tires that provide less cushioning between the wheel and the road. Be careful to avoid road hazards and reduce your speed, especially if your vehicle is equipped with low-profile tires.

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

This warranty shall be null and void for specific vehicle components that were previously replaced with used or salvaged automobile parts, including repairs of any damage resulting from the use of these parts.

This warranty shall be null and void if the odometer has been replaced or altered and the true mileage on the vehicle cannot be determined, and/or the Vehicle Identification Number (VIN) is altered and/or cannot be determined.

This warranty shall be null and void 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.

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.

#### THE BMW ULTIMATE CARE SCHEDULED MAINTENANCE PROGRAM — AVAILABLE AT: WWW.BMWUSA.COM/ EXPLORE/BMW-VALUE/BMW-ULTIMATE-SERVICE/ SERVICE-AND-WARRANTY-BOOKS/.HTML

The BMW Ultimate Care Scheduled Maintenance Program is provided for the exclusive benefit of the first purchaser, owner, or lessee of a new vehicle, sales demonstrator vehicle, Aftersales Mobility Program (AMP) vehicle, or BMW Group company vehicle from an authorized BMW center in the United States (including Puerto Rico).

Accordingly, the BMW Ultimate Care Scheduled Maintenance Program, with one exception, is not transferable to subsequent purchasers, owners, or lessees. The sole exception to the non-transferability of the BMW Ultimate Care Scheduled Maintenance Program is that household transfers – transfers within the United States (including Puerto Rico) to members of the household of the initial purchaser, owner, or lessee of the vehicle from an authorized BMW center – will not terminate the BMW Ultimate Care Scheduled Maintenance Program. Household transfers are limited solely to transfers to a current or former spouse or spousal equivalent, child, sibling, parent, grandparent, or grandchild from the initial purchaser, owner, or lessee of the vehicle. In the event of a household transfer, please promptly advise your authorized BMW center to document and confirm the household transfer for purposes of the BMW Ultimate Care Scheduled Maintenance Program. The payoff of a loan on a vehicle by the initial purchaser and the purchase of a leased vehicle by the initial lessee are not considered transfers for purposes of the BMW Ultimate Care Scheduled Maintenance Program.

Absent a vehicle transfer, a 2021 vehicle purchased from an authorized BMW center in the United States (including Puerto Rico) is covered by the BMW Ultimate Care Scheduled 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 BMW Group company vehicle, whichever is earlier (the vehicle's original in-service date).

For eligible maintenance services and other maintenance related items, please view the Maintenance Book at:

www.bmwusa.com/explore/bmw-value/bmw-ultimate-service/service-and-warranty-books/.html

or by scanning the following QR code:

Alternatively, you may request a printed copy of the Maintenance Book using the contact information listed below.

BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, NJ 07675-12271 Telephone: 1 (800) 831-1117 Email: customerrelations@bmwusa.com

## LIMITED WARRANTY — RUST PERFORATION 2022 MODELS

BMW of North America, LLC (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, unlimited mileage. 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 warranty service coverage, the vehicle must be brought, upon discovery of any rust perforation, to the workshop of any authorized BMW center. The authorized BMW center will, without charge for parts or labor, either repair or replace the defective part(s). The decision whether to repair or replace said part(s) is solely the prerogative of BMW NA. Parts for which replacements are made become the property of BMW NA.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

BMW of North America, LLC (BMW NA) makes no other express warranty on this product except for the new car warranty, rust perforation or the emission system warranties.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN.

BMW OF NORTH AMERICA, LLC (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.

#### WHAT IS NOT COVERED

This warranty does not apply to damage, including consequential, which results from negligence, misuse/improper operation of the vehicle, improper repair, lack of or improper maintenance, environmental influences, flood, accident or fire damage and road salt corrosion.

Non-genuine BMW Parts — While you may elect to use non-genuine BMW parts for repair services, BMW NA is not obligated to pay for repairs of the non-genuine BMW parts or for repairs of any damage resulting from the use of non-genuine parts.

This warranty shall be null and void for specific vehicle components that were previously replaced with used or salvaged automobile parts, including repairs of any damage resulting from the use of these parts.

This warranty shall be null and void if the odometer has been replaced or altered and the true mileage on the vehicle cannot be determined, and/or the Vehicle Identification Number (VIN) is altered and/or cannot be determined.

This warranty shall be null and void if the vehicle has been declared a total loss, 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. INCLUDING PUERTO RICO)

This warranty applies only to U.S.-specification vehicles distributed by BMW of North America, LLC (BMW NA) or sold through the BMW NA European Delivery Program.

In accordance with the defect warranty provisions of section 207(b) of the Clean Air Act, BMW NA warrants to the first retail purchaser, and each subsequent purchaser, that the 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 munifacture 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 14), 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 BMW center during normal business hours.

The authorized BMW center will, without charge for parts and 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 BMW NA and must be expected to correct the failure of the warranted part. Parts for which replacements are made become the property of BMW NA. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the car is received by the authorized BMW center.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

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

It is the owner's responsibility to have all scheduled inspection and maintenance services performed (at the owner's expense when applicable), as prescribed in the maintenance schedule for the BMW Emission Control System. Service intervals are computed by the onboard BMW Condition Based Service system and displayed on the instrument panel. The instructions for proper maintenance and use can be found in the Owner's Manual. It is stronaly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be certified BMW Service Parts or BMW 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 BMW 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 BMW center 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. BMW NA will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed BMW NA 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 BMW center as a condition of reimbursement for emergency repairs not performed by an authorized BMW center.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of the emission control system. If other than certified BMW 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 BMW parts in performance and durability. BMW NA assumes no liability under this warranty with respect to parts other than genuine BMW parts.

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

#### WHAT IS NOT COVERED

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

Malfunctions, including consequential, caused by negligence, misuse/ improper operation of the vehicle, environmental influences, flood, accident or fire damage.

Malfunctions, including consequential, caused by improper adjustment/repair, modification, alteration, tampering, disconnection, improper or inadequate maintenance except if one or more of these occurred as a result of repair work that was performed by an authorized BMW center under warranty. For gasoline engines, malfunctions caused by the 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 and/or as specified in the Owner's Manual).

Spark plugs, filters, and similar maintenance items are not covered under this warranty at or beyond the first replacement interval, or if the part has been replaced earlier for reasons other than it being defective.

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

Any car on which the Vehicle Identification Number (VIN) is altered and/or cannot be determined.

#### 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.

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 your vehicle is either registered in the State of California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington, your vehicle is also eligible for the California Emissions Warranty coverage beginning on page 15.

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 EMISSIONS PERFORMANCE WARRANTY (VALID ONLY IN THE U.S.A. INCLUDING PUERTO RICO)

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

- 1. The car was distributed by BMW of North America, LLC (BMW NA), or sold through the BMW NA European Delivery Program; 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, 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 BMW NA to proper specifications, in order to make the car comply with applicable emissions standards. The decision whether to adjust, repair or replace parts is solely the prerogative of BMW NA 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 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 14), for which the warranty period is 8 years or 80,000 miles, whichever occurs first.

This warranty is made subject to the terms and conditions that apply to the Emission Control System Warranty and the New Vehicle Limited Warranty.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

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 BMW center. The authorized BMW center 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 authorized BMW center will notify you in writing of the reason(s). The authorized BMW center 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:

U.S. Environmental Protection Agency Office of Transportation and Air Quality Compliance Division, Light-Duty Vehicle Group Attn: Warranty Complaints 2000 Traverwood Drive Ann Arbor, MI 48105 Email: complianceinfo@epa.gov

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 authorized BMW center.

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 systems are covered under the Federal Emission 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 authorized BMW center.

#### 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.

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 your vehicle is either registered in the State of California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington, your vehicle is also eligible for the California Emissions Warranty coverage beginning on page 15.

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.

#### CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT\* YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and BMW of North America, LLC (BMW NA) are pleased to explain the emission control system warranty on your 2022 vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. 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 of your vehicle.

\*The California Emissions Control System Limited Warranty applies to all 2022 U.S.-specification BMW vehicles registered in California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington. Vehicles covered by this warranty are also covered by the Federal Emission Warranty.

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, BMW NA 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:
- If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by BMW NA 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 BMW NA. 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 21 as having coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by BMW NA. This is your long-term emission control system DEFECTS WARRANTY.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

#### **OWNER'S WARRANTY RESPONSIBILITIES**

- As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Maintenance booklet. BMW NA recommends that you retain all receipts covering maintenance on your vehicle, but BMW NA 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 BMW center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- As the vehicle owner, you should also be aware that BMW NA 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:

BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, NJ 07675-9868 Telephone: 1 (800) 831-1117 Email: customerrelations@bmwusa.com Website: www.bmwusa.com or the

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

## CALIFORNIA EMISSION CONTROL SYSTEM LIMITED WARRANTY\*

This warranty applies to California certified vehicles distributed by BMW of North America, LLC (BMW NA) or sold through the BMW NA European Delivery Program, registered and operated primarily in California.

\*The California Emissions Control System Limited Warranty applies to all 2022 U.S.-specification BMW vehicles registered in California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington. Vehicles covered by this warranty are also covered by the Federal Emission Warranty.

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 Warranty Parts List on page 21, 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 BMW center, during normal business hours. The authorized BMW center will honor or deny your claim within 30 days. If the claim is denied, the authorized BMW center will notify you in writing of the reason(s). The authorized BMW center is required by law to honor the claim if notice is not given to the owner within 30 days.

The authorized BMW center 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 BMW NA 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 BMW Maintenance booklet. BMW NA may repair a part in lieu of replacing it when performing warranty repairs. Parts for which replacements are made become the property of BMW NA. 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 Emissions Warranty List.

Vehicles sold in California are also subject to Federal emission warranty provisions that run concurrently. For California vehicles, the specific emission control components listed on page 14 are also covered under the Federal Emission System Defect Warranty of 8 years or 80,000 miles, whichever occurs first.

If, within 7 years or 70,000 miles, whichever occurs first, the vehicle fails a Smog Check because of a defect in a part listed in the California Emission Warranty Parts List on page 21, repair or replacement will be performed under this 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.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

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 authorized BMW center.

It is the owner's responsibility to have all required maintenance services performed (at the owner's expense when applicable), as prescribed in the maintenance schedule for the BMW Emission Control System. Service intervals are computed by the Condition Based Service system and displayed on the instrument panel.

However, BMW NA will not deny your warranty repair claims solely because you do not have maintenance records or you did not perform the required maintenance unless BMW NA demonstrates that such lack of required maintenance is a direct cause of the emission control system failure. Instructions for required maintenance and use can be found in the Owner's Manual and in the BMW Maintenance booklet.

It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be genuine BMW Service Parts or BMW 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 BMW Authorized Remanufactured or genuine BMW 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 BMW center 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. BMW NA will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed BMW 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 BMW center as a condition of reimbursement for emergency repairs not performed by an authorized BMW center.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of emission control systems. If other than genuine BMW 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 BMW parts in performance and durability. BMW NA assumes no liability under this warranty with respect to parts other than genuine BMW parts.

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

#### WHAT IS NOT COVERED

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

Malfunctions, including consequential, caused by negligence, misuse/ improper operation of the vehicle, environmental influences, flood, accident or fire damage.

Malfunctions, including consequential, caused by improper adjustment/repair, modification, alteration, tampering, disconnection, improper or inadequate maintenance except if one or more of these occurred as a result of repair work that was performed by an authorized BMW center under warranty. For gasoline engines, malfunctions caused by the 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 and/or as specified in the Owner's Manual).

Spark plugs, filters, and similar maintenance items are not covered under this warranty at or beyond the first replacement interval, or if the part has been replaced earlier for reasons other than it being defective.

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

Any car on which the Vehicle Identification Number (VIN) is altered and/or cannot be determined.

#### 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.

BMW OF NORTH AMERICA, LLC (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.

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.

For assistance in determining which parts are covered by this warranty, please contact your authorized BMW center or the BMW NA Customer Relations and Services Department at 1 (800) 831-1117. You may obtain further information concerning the emissions warranty or report violations of warranty terms by contacting Air Resources Board (ARB), Mobile Source Operations Division, 9528 Telstar Avenue, El Monte, CA 91731. Please include the title of the BMW service department head and telephone number.

#### CALIFORNIA EMISSION 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.

840i	840i Coupe, 840i xDrive Coupe, 840i Convertible, 840i xDrive Convertible, 840i Gran Coupe, 840i xDrive Gran Coupe
M850i	M850i xDrive Coupe, M850i xDrive Convertible, M850i xDrive Gran Coupe

Models:	840i	M850i
Air Flaps	•	•
Brake System Control Module [Power Brake]	•	•
Camshaft Position Adjustment Unit	•	•
Catalytic Converter	•	•
Charge Air Cooler (CAC)		•
Charge Air Duct (Turbocharger to Throttle)	•	
Charge Air Duct Gasket (CAC to Throttle)		•
Coupling Fitting (CAC to Throttle)		•
Coupling Ring (CAC to Throttle)		•
Engine Control Module (ECM) [Control Unit DME]	•	•
Evaporative Emission Canister [Activated Charcoal Filter]	•	•
Exhaust Manifold		•
Exhaust Manifold Clamp (to Turbocharger)		•
Exhaust Manifold Gasket (Cylinder Head)	•	•
Exhaust Manifold Gasket (to Turbocharger)		•
Fuel Filler Pipe	•	•
Fuel Injector	•	•

Models:	840i	M850i
Fuel Line (Underbody)	•	•
Fuel Line to High Pressure Fuel Pump		•
Fuel Pump [Delivery Unit]	•	•
Fuel Rail	•	•
Fuel Tank	•	•
Heat Management Module	•	
High-Pressure Fuel Pump	•	•
High-Pressure Fuel Pump Gasket		•
Intake Manifold		•
Intake Manifold w/Charge Air Cooler	•	
Intake Manifold Gasket	•	•
Knock Sensor [Ping Sensor]	•	•
Malfunction Indicator Lamp (MIL)	•	•
Middle Fuel Hose		•
PCV Valve	•	
Rear Heated Oxygen Sensor [Lambda Monitor Sensor]		•
Scavenge Air Line (Front Part)	•	•
Sucking Jet Pump		•
Temperature Sensor (Cylinder Head)	•	
Temperature Sensor (Engine Block)	•	•
Thermostat		•
Throttle Body	•	•
Throttle Body Gasket (from CAC)		•
Throttle Body Gasket (to Intake Manifold)		•
Timing Chain	•	•
Torque Converter	•	•
Transmission Control Module [Mechatronic]	•	•
Turbocharger	•	•

Models:	840i	M850i
Turbocharger Blow-Off Valve		•
Turbocharger Clamp (to Catalytic Converter)	•	•
Turbocharger Gasket (to Catalytic Converter)	•	•
Turbocharger Wastegate Actuator	•	•
Valve Cover Gaskets [Gasket Set for Cyl Head Cover]	•	•
Valvetronic Actuator	•	•
Valvetronic Actuator Gasket		•
VANOS VVT Actuator		•
VANOS VVT Central Valve	•	•

#### TIRE WARRANTY STATEMENT

Original equipment tires on new BMW vehicles are warranted by their respective manufacturer as detailed in the applicable tire manufacturer's warranty statement available at:

www.bmwusa.com/explore/bmw-value/bmw-ultimate-service/ service-and-warranty-books/.html

or by scanning the following QR code:

## 

Alternatively, you may request a printed copy of the tire manufacturers' warranties using the contact information listed below.

#### BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, NJ 07675-12271 Telephone: 1 (800) 831-1117 Email: customerrelations@bmwusa.com

The terms and conditions of the tire manufacturers' warranties are independently determined by the tire manufacturers without input from BMW. We recommend either contacting orvisiting the specific tire manufacturer's website to ensure that you have the most current tire warranty information that applies to your tires.

Should you have difficulty in obtaining the applicable warranty service from a tire manufacturer, your authorized BMW center will assist you in resolving the situation.

Instructions for proper tire care and maintenance are contained in the Wheels and Tires section of your vehicle's Owner's Manual.

Notice: Driving over rough or damaged road surfaces, as well as debris, curbs and other obstacles can cause serious damage to wheels, tires and suspension parts. This is more likely to occur with low-profile tires that provide less cushioning between the wheel and the road. Be careful to avoid road hazards and reduce your speed, especially ifyour vehicle is equipped with low-profile tires.

#### **12 VOLT BATTERY CARE**



Battery posts, terminals and related accessories contain lead and lead compounds; chemicals known to the State of California to cause cancer.

If your vehicle 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 your vehicle will not be operated for several 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 authorized BMW center or another qualified service center 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 authorized BMW center or another qualified service center for further guidance and information.

#### CORROSION PROTECTION

Extensive corrosion protection measures implemented by BMW 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 properly maintained. Information on proper maintenance is available in this Booklet and your vehicle's Owner's Manual.

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, metal exterior body parts receive an additional corrosion protection coat. Hood, doors, trunk lid or tailgate, and other body parts 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.

For additional information on the 12-year unlimited mileage anti-corrosion warranty, see the Warranty section of this Booklet on page 7.

#### **RESTORING CORROSION PROTECTION**

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

#### 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 on metal components.

Your authorized BMW center can 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.

#### GASOLINE ENGINES — FUEL QUALITY

Use fuels advertised to have adequate detergency and low alcohol (such as ethanol) content. Please refer to your Owner's Manual for important information on the fuel recommended for use in your vehicle. The recommended fuel grade is also found on the fuel filler flap. 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 recommend having this work performed by your authorized BMW center or another qualified service center, perhaps while regular maintenance is performed. Your authorized BMW center can also recommend a gasoline additive that will provide sufficient detergency. This recommended, unscheduled maintenance, which may be necessitated by use of inappropriate fuels, is not required in order to maintain the emission warranty. It also is not covered by your vehicle's warranty because no defect in material or workmanship or component failure is involved.

#### NOTICE

The "National Traffic and Motor Vehicle Safety Act of 1966" requires manufacturers to be in a position to contact vehicle owners when a correction of a safety-related defect or noncompliance issue with an applicable federal motor vehicle safety standard becomes necessary.

Please see the Correcting, Updating or Changing Your Address and/or Vehicle Ownership Status Information section that follows.

#### CORRECTING, UPDATING OR CHANGING YOUR ADDRESS AND/OR VEHICLE OWNERSHIP STATUS INFORMATION

To enable BMW to contact you with important vehicle product and safetyrelated information, including vehicles with expired warranty coverage, please update your address and/or the vehicle's ownership status information by either:

- Going to www.bmwusa.com to log in to your existing account or by creating a new "My BMW" account
- $\triangleright~$  Contacting the BMW Customer Relations and Services Department at 1 (800) 831-1117
- Completing and mailing the Information Change Card, located at the back of this Booklet

Please have your vehicle's 17-character Vehicle Identification Number (VIN) available.

#### EXPORTING YOUR BMW VEHICLE

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 BMW 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.

#### CUSTOMER ASSISTANCE INFORMATION

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

When contacting an authorized BMW center, 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 authorized BMW center 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 authorized BMW Center Operator.

Despite the best intentions of all parties, a misunderstanding may occur between you and your authorized BMW center. Should this occur and you require further assistance, please contact the BMW NA Customer Relations and Services Department at:

Telephone: 1 (800) 831-1117

Email: customerrelations@bmwusa.com

Website: www.bmwusa.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 delivery date
- ▷ Vehicle mileage
- ▷ Selling authorized BMW center's name
- ▷ Servicing authorized BMW center's name
- ▷ Description of the problem

A BMW NA 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 authorized BMW center. Please remember: the first step in resolving a complaint is to contact the authorized BMW center 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 BMW center, 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 varies 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 BMW of North America, LLC of the existence of an alleged defect. Send written communication to the Customer Relations and Services Department address listed below.

BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, NJ 07675-9868 Telephone: 1 (800) 831-1117

#### Email: customerrelations@bmwusa.com

IMPORTANT: IF THIS VEHICLE HAS A DEFECT THAT SUBSTANTIALLY AFFECTS ITS USE, VALUE OR SECURITY, OR THAT MAY CAUSE DEATH OR SERIOUS BODILY INJURY IF DRIVEN, AND WAS PURCHASED, LEASED OR REGISTERED IN NEW JERSEY, YOU MAY HAVE THE RIGHT UNDER THE LEMON LAW IN THE STATE OF NEW JERSEY TO A REFUND OF THE PRICE OF PURCHASE OR TO YOUR LEASE PAYMENTS. Here is a summary of your rights:

- 1. To qualify for compensation under the New Jersey lemon law, you must give the manufacturer or your dealer opportunity to repair or correct the defect of the vehicle within the terms of protection under the lemon law, which are the first 24,000 miles of operation or two years after the date of original date of delivery or whichever comes first.
- 2. If the manufacturer or your dealer cannot fix or correct the defect within a reasonable amount time, you may have the right to return the vehicle and receive a full refund, less a discount for the use of the vehicle.
- 3. If it is assumed that the manufacturer or your dealer cannot repair or correct the defect and if the same defect continues to substantially exist after that the manufacturer has received a notice of the defect, sent by certified mail with return receipt, and has had a final chance to correct the defect or condition within 10 days of receiving the notice. This notice must be received by the manufacturer within the terms of protection and can only be given after (i) the manufacturer or your dealer has attempted two or more times to correct the defect; (ii) the manufacturer or your dealer has attempted, at least once, to correct the defect if the defect is one which can cause death or serious bodily injury if the vehicle is operated; or (iii) the vehicle has been out of service for repairs by a total of 20 calendar days accumulation or more, or in the case of a rolling motorized house (motorhome) 45 days or more.
- 4. If the same defect substantially continues to exist after the manufacturer has had the last opportunity to repair or correct the defect, you may file a claim for compensation under the New Jersey lemon law.

FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS AND RESOURCES UNDER THIS LAW, INCLUDING THE MANUFACTURER'S ADDRESS FOR NOTIFICATION OF THE DEFECT, PLEASE CONTACT: NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, PHONE NUMBER: 1 (973) 504-6226.

IMPORTANTE: SI EL VEHÍCULO TIENE UN DEFECTO QUE AFECTE DE MANERA SUSTANCIAL SU USO, VALOR O SEGURIDAD, O QUE PUEDA CAUSAR LA MUERTE O LESIONES CORPORALES GRAVES SI SE MANEJA, Y SE COMPRÓ, ARRENDÓ O REGISTRÓ EN NUEVA JERSEY, PUEDE TENER DERECHO EN LOS TÉRMINOS DE LA LEY SOBRE DEFECTOS CONOCIDA COMO LEMON LAW DEL ESTADO DE NUEVA JERSEY A UN REEMBOLSO DEL PRECIO DE COMPRA O DEL PAGO DEL ARRENDAMIENTO.

Aquí le damos un sumario de sus derechos:

- Para tener derecho a una indemnización en los términos de la Lemon Law de Nueva Jersey, debe dar el fabricante o a su concesionaria la oportunidad de reparar o corregir el defecto del vehículo dentro de los plazos de protección que establece esta ley, que son las primeras 24,000 millas de operación o dos años a partir de la fecha de entrega original, lo que ocurra primero.
- Si el fabricante o su concesionaria no pueden arreglar o corregir el defecto en un plazo razonable, puede tener derecho a devolver el vehículo y recibir un reembolso íntegro, menos un descuento por el uso del vehículo.
- 3. Se da por sentado que el fabricante o su concesionaria no pueden reparar o corregir el defecto si el mismo defecto continúa existiendo de manera sustancial después de que el fabricante ha recibido una notificación del defecto enviada por correo certificado con acuse de recibo, y ha tenido un última oportunidad de corregir el defecto o problema en los 10 días posteriores a la recepción de la notificación. Esta notificación debe ser recibida por el fabricante dentro de los plazos de proteccióny sólo se puede dar después de que (i) el fabricante o su concesionaria han intentado dos o más veces corregir el defecto, (ii) el fabricante o su concesionaria han intentado, al menos una vez, corregir el defecto si este puede causar la muerte o lesiones corporales graves si se maneja el vehículo, o (iii) el vehículo ha estado fuera de servicio por reparaciones un total de 20 días calendario o más, o en el caso de una casa rodante motorizada (casa rodante), 45 días o más.
- 4. Si el mismo defecto sigue existiendo de manera sustancial después de que el fabricante ha tenido la última oportunidad de reparar o corregir dicho defecto, puede presentar una reclamación de indemnización en los términos de la Lemon Law de Nueva Jersey.

SI DESEA MÁS INFORMACIÓN ACERCA DE SUS DERECHOS Y RECURSOS EN LOS TÉRMINOS DE ESTA LEY, INCLUIDA LA DIRECCIÓN DEL FABRICANTE PARA NOTIFICACIONES DE DEFECTOS, ESTOS SON LOS DATOS DE CONTACTO: NEW JERSEY DEPARTAMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, TELÉFONO: 1 (973) 504-6226.

#### **BBB AUTO LINE**

If your concern is still not resolved to your satisfaction, BMW NA offers additional assistance through BBB AUTO LINE in ARKANSAS, CALIFORNIA, GEORGIA, IDAHO, IOWA, KENTUCKY, MARYLAND, MASSACHUSETTS, MINNESOTA, PENNSYLVANIA, and VIRGINIA. BBB AUTO LINE is a dispute resolution program administered by the BBB National Programs, Inc. 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 3033 Wilson Boulevard, Suite 600 Arlington, VA 22201 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:

- Designation 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 BMW NA if you decide to accept it. BMW NA 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**

- BMW OF NORTH AMERICA, LLC (BMW NA) participates in BBB AUTO LINE, a mediation/arbitration program administered by the BBB National Programs, Inc. [3033 Wilson Boulevard, Arlington, Virginia 22201] 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 BMW NA 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 BMW NA or one of our dealers, and a statement of the relief you are seeking. There is no charge to the customer in bringing this claim.
- 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 BMW NA 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 rights 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 1793.2(d) requires that, if BMW NA 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 Section 1793.22(b) creates a presumption that BMW NA 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 BMW NA or its agents AND the buyer or lessee has directly notified BMW NA of the need for the repair of the nonconformity; OR
  - The same nonconformity has been subject to repair 4 or more times by BMW NA or its agents AND the buyer has notified BMW NA of the need for the repair of the nonconformity; OR
  - The vehicle is out of service by reason of repair of nonconformities by BMW NA or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

# NOTICE TO BMW NA AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:

BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, NJ 07675-9868 1 (800) 831-1117 customerrelations@bmwusa.com

- 8. The following remedies may be sought in **BBB** AUTO LINE: repairs, reimbursement for money paid to repair a 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 BMW NA's written warranty or applicable law.
- 9. The following remedies may not be sought in **BBB** AUTO LINE: punitive or multiple damages, attorney's 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, BMW NA 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 BMW OF NORTH AMERICA, LLC (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 AUTHORIZED BMW CENTER TO DETERMINE WHETHER ANY ADJUSTMENT PROGRAM IS APPLICABLE TO YOUR MOTOR VEHICLE.

### **BMW ROADSIDE ASSISTANCE**

# The BMW Roadside Assistance Program reflects BMW's commitment to your satisfaction with the BMW ownership experience.

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

It's a valuable benefit provided to you at no additional cost. (Subject to certain limitations and exclusions noted on page 41.)

The BMW Roadside Assistance Program is not a warranty and does not affect your rights under the New Vehicle Limited Warranty.

Services provided by a third-party business partner.

### ELIGIBILITY

You are covered if your vehicle is:

- A new BMW distributed by BMW NA, and purchased at an authorized BMW center.
- $\,\triangleright\,$  A new BMW automobile, purchased under the BMWNA European Delivery Plan.
- A new, U.S. version, BMW automobile 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. Eligibility as determined by the vehicle's original in-service date:

New BMWs — Protection is provided for 4 years/unlimited miles.

Certified Pre-Owned BMWs — 5 years or 6 years (as applicable)/unlimited miles.

NOTE: This protection does not affect the new vehicle limited warranty coverage, which remains at 4 years/50,000 miles, or the applicable Certified Pre-Owned BMW time and mileage coverage.

### **GETTING STARTED**

For your convenience, a decal showing Roadside Assistance information has been affixed in the rear compartment area and on the driver's side of the windshield when viewing from outside the vehicle.

#### CONTACTING ROADSIDE ASSISTANCE

The best way to contact a BMW Roadside Assistance specialist is to select Roadside Assistance in the BMW ConnectedDrive menu of the iDrive display (an active BMW Assist account is required). When requesting assistance via this process the specialist may be able to receive data from the vehicle to help determine the correct service together with your location.

You can also reach us by pressing the BMW Assist ecall (SOS) button and requesting a transfer to roadside assistance. Service may also be requested directly using the BMW Connected App\* or by telephone with the toll-free number 1 (800) 332-4269.

\*Download the BMW Connected App for iOS or Android from the App Store or Google Play.

In order to receive quick and reliable services, it is essential that you provide detailed and accurate information to the specialist.

Be prepared to provide:

- $\triangleright$  Driver's name.
- Complete 17 digit Vehicle Identification Number (found in your vehicle registration/insurance card, or on the bottom driver's side of your windshield).
- $\triangleright$  Year and Model.
- > Vehicle location information (necessary only if calling by telephone).
- ▷ A call-back cell-phone number where you can be reached if disconnected and receive a service vehicle tracking web link.
- A description of your vehicle's problem. Specific and accurate information will enable the Roadside Assistance specialist to provide the proper help.
- > Your preferred BMW center if towing is required.

# SERVICES

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

### **ON-SITE ASSISTANCE**

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

The cost for parts, fluids and fuel when used on-site is the responsibility of the owner/driver. The New Vehicle Limited Warranty does not cover any of the above on-site services. Complimentary fuel delivery service for out of fuel condition is limited to 4 events per year.

## LOCK-OUT

Your BMW is equipped with an advanced entry system which cannot be bypassed by traditional roadside service methods without significant risk of damage to your vehicle. The recommended procedure for a lock-out is to use the BMW Connected App to initiate a remote door unlock. You must have a valid BMW Assist account with user name and password (call BMW Assist toll-free at 1 (888) 333-6118 if you are unsure of your user name or password). In case the app is not available the Connected Drive specialist may initiate the remote door unlock request by confirming your account. In the event the remote door unlock service is not successful, Roadside Assistance will help try to you get back on the road. A roadside specialist can attempt to arrange alternate transportation (where available) to the nearest authorized BMW center, home or office. You, or the person driving your vehicle are responsible for any expenses related to replacement keys if required.

### **TOWING SERVICE**

In the event of a mechanical breakdown, a collision or road hazard event, your vehicle will be transported (at no cost) to the nearest authorized BMW center. However, you may request for your vehicle to be taken to your servicing BMW center as long as it is within 50 additional miles or less of the "nearest" authorized BMW center. Any additional mileage charges beyond this limit will be your responsibility.

If the breakdown occurs after normal business hours and the designated authorized BMW center cannot accept after-hours deliveries, your vehicle will be transported to a secure storage location and delivered on the next business day. If you request that the vehicle be taken to a location other than an authorized BMW center, the entire expense will be your responsibility.

Towing requests for vehicles disabled because of casualty, fire, act of God, or violation of law (Federal, State or local) will be at the complete expense of the owner/driver.

If it is necessary for you to have your vehicle towed through your own arrangements, you must contact BMW Roadside Assistance for an authorization number and instructions on claim reimbursement procedures.

All claims must be submitted within sixty (60) days of the disablement or occurrence and accompanied by the original receipts. Claims received after that time period may not be honored and are subject to the full discretion of BMW Roadside Assistance. Your servicing BMW center can assist with this process.

#### **ONWARD MOBILITY**

If towing is required, onward mobility utilizing ride share services (e.g. Lyft/ Uber, etc.) may be requested from the Roadside Assistance specialist to pick up a driver, passengers and luggage from the disablement point to travel back home, hotel, work, school, dealership, etc. A maximum trip distance of 90 miles distance is allowed and covered under the program. Additional distance and resulting costs are the responsibility of the driver.

#### **ROADSIDE TRAVEL SUPPORT**

In the event you are in an unfamiliar area and experience an unexpected mechanical breakdown or accident that requires towing of your vehicle, if you have 24/7 Concierge Support as part of your Connected Drive contract\* this service will provide assistance in this situation to help reduce your stress and assist with any services required.

If your vehicle does not have 24/7 Concierge Support, as part of your Roadside Assistance coverage you will have access to Roadside Travel Support directly from the Roadside Assistance specialist working your case. This service will help to search and arrange reservations for alternate individual mobility, lodging or public transportation. He or she will also be able to contact another individual to relay emergency information.

\*To discover all your Connected Drive benefits sign in to your My BMW account, and if you haven't already, add your new BMW to the vehicles section of your profile. www.bmwusa.com

#### TRIP INTERRUPTION BENEFITS

Trip interruption benefits are provided for mechanical breakdowns as follows:

- Breakdowns must be caused by a defect covered under the terms of the limited warranty.
- $Descript{Must}$  occur in excess of 100 miles from the owner's primary residence.
- Repairs that cannot be completed during normal business hours on the same day of breakdown.

# Breakdowns caused by flat tires or accidents do not qualify for trip interruption benefits.

Reimbursements will be allowed for meals, lodging, car rentals, and alternate transportation to bring the driver and the BMW automobile together after the vehicle has been repaired by an authorized BMW center. Original receipts must accompany all reimbursement requests.

Trip interruption benefit is limited to \$1,000.00 per incident, for expenses incurred a maximum of five days after the breakdown and roadside service date.

Always contact your BMW center for trip interruption benefit claims. They will assist in confirming eligibility and making all the necessary arrangements.

#### **REUNITE TRANSPORTATION**

After towing for a breakdown and a confirmed repair completed by an authorized BMW center for a mechanical defect covered by the limited warranty, the vehicle may qualify for a reunite service back to your home location. At the appropriate time the authorized BMW center will assist in creating the request to BMW Roadside Assistance for a reunite transportation and provide supporting documentation to confirm eligibility.

# EXCLUSIONS

Specifically excluded from Roadside Assistance coverage are:

- Fines, taxes, impound, storage or towing fees incurred due to a collision, violation of local or state law or movement of the vehicle by law enforcement.
- Expenses related to adverse weather conditions including, but not limited to, floods, hurricanes, tornadoes (removal of a parked vehicle from water, snow, ice, etc.)
- $\,\triangleright\,$  Expenses for the removal and mounting of snow tires or removal of snow chains.
- $\,\triangleright\,$  Towing to an independent repair facility that is not an authorized BMW center.

# **CALIFORNIA PROPOSITION 65**

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Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

#### NOTES:

▲ WARNING: Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



#### **BMW DRIVER'S GUIDE APP**

Your customized Owner's Manual as an app. Optimized for smartphones & tablets. Can be used offline. Download at the App Store® or get it on Google Play® Store

#### More about BMW

bmwusa.com 1-800-334-4BMW

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