

# CATERHAM

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## WARRANTY TERMS & CONDITIONS

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Your new Caterham Seven has the protection of the Caterham Two Year Global Vehicle Warranty (“Warranty”). New vehicles manufactured by and sold by Caterham are subject to the Warranty, which covers any defect to your Caterham Seven caused directly by faulty components, faulty materials or negligent workmanship during manufacture that occurs **within 12,000 miles / 19,500km or 2 years from the date of delivery** (whichever occurs first). The faulty component will be, at Caterham’s option, replaced or repaired free of charge (excluding fuel) subject to certain exclusions set out below. In the case of Caterham Sevens completely built by the Caterham factory (i.e. not supplied in component form), the Warranty will also provide free of charge labour, exclusively to be carried out by a Caterham Authorised Dealer, to perform the replacement or repair.

In the unlikely event of a fault or defect you should notify an authorised Caterham Dealer immediately. Any preliminary advice given by Caterham or one of its dealers concerning the use of a vehicle after the discovery of a defect and before it has been repaired, must be strictly observed. In any event, the vehicle must not be driven in a manner that is likely to worsen the defect or potentially cause further faults. Any replaced or repaired parts will be covered by the unexpired portion of the two-year vehicle Warranty. This Warranty does not affect your Statutory Rights.

### **Making a Claim - Factory Built Sevens**

Making a claim is a simple procedure. Contact a Caterham Authorised Dealer and advise them of the concern. They will give you instructions for presenting your vehicle and will handle the warranty procedure with the Caterham Warranty department on your behalf.

### ***Over 100 miles distance***

**If a car is over 100 miles (in a straight line) from the nearest Authorised Caterham Cars Dealer, Caterham will consider use of a third party to undertake warranty work on behalf of the customer, with the following conditions:**

- Caterham Cars will only authorise and pay Caterham Cars Standard Warranty Labour Hours for any authorised work and will pay the Caterham Cars Authorised Dealer.
- Caterham Cars will only authorise and pay the Caterham Cars Standard Warranty Labour Rate for the standard Warranty Labour Hours for any authorised work.
- Caterham Cars or Caterham Cars Authorised Dealers cannot be held responsible for any repair work carried out by a non-Authorised Caterham Cars Dealer.
- Warranty claims will only be accepted with Caterham Cars prior written approval.
- Warranty claims must be submitted by the Authorised Caterham Cars Dealer managing the customers concern through the official Caterham Cars Warranty claim process.
- If approved by Caterham Cars, repairs must be carried out at a Tax Rated registered repair garage (Equivalent to a UK VAT registered garage).
- Photographic evidence of the Warranty Claim parts must be submitted, clearly showing the concern and supported by photographs of the car, it’s registration and VIN plates.
- All Warranty parts must be returned to the supplying Dealer / Caterham Cars in a clean, well packaged condition (Fluids excluded).
- All Warranty parts must be labelled correctly with the Warranty Claim and VIN details.
- Return costs for Warranty parts will be at the responsibility of the Customer / Caterham Cars Dealer.
- The cost of any Warranty parts supplied by Caterham Cars will remain the responsibility of the Caterham Cars Authorised Dealer submitting the Warranty claim until the Warranty claim is processed and complete.
- Subsequent Warranty Claims deemed as being the responsibility of the third-party repairer’s workmanship will not be accepted.
- Caterham Cars retain the right to require any Warranty repairs to be carried out at an Authorised Caterham Cars Dealer
- Warranty repairs refer to any Warranty repairs or Service Upgrade that Caterham Cars will pay for in full or in part and include labour and / or parts provision.
- No other costs or charges will be accepted other than those approved in writing prior to any repair being carried out
- If there is any Warranty Claim for transport costs, these will only be considered if the car is taken to the nearest Caterham Cars Authorised Dealer.

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### Making a Claim – Owner Built Sevens

For owners that purchased their Seven in component form, the claim process is as with a factory-built car with the exception that they will advise you on how to return a faulty part for replacement. The warranty only covers the cost of a replacement part(s) without the benefit of labour. However, it is at the sole discretion of Caterham to make a contribution in part or in full towards labour carried out through a Caterham Authorised Dealer, should mitigating circumstances be presented such as: a fault due to manufacture of; a sealed unit; a part pre-fitted to the vehicle before delivery to the owner; or where replacement will require additional tools or equipment than that it is reasonable to expect an owner who has built their Seven not to have readily available (for example an engine hoist).

### Exclusions

The Warranty does not cover defects caused by normal wear and tear. In particular, the Warranty does not cover wear and tear to the following non-exhaustive list: **filters, spark plugs, wiper blades, clutch plates, brake discs, brake pads**. The Warranty will not apply to any modification, addition, extension or alteration to the original factory specification of the vehicle, whether or not such is approved or recommended by Caterham, in respect of defects arising in the modification itself or defects which, in the opinion of Caterham, were caused by the modification. The Warranty does not include tyres except where the defect in the tyres results directly from negligence on the part of Caterham. Tyres are covered by separate warranty conditions issued by the tyre manufacturer or their representatives. Caterham will, however, use its reasonable endeavour to help you to enforce such warranties against tyre manufacturers or their representatives.

The Warranty does not apply to the following: Any part which in the opinion of Caterham has been damaged by: **neglect, accident, overloading, any form of improper use, lack of periodical and proper maintenance as detailed in the Caterham service schedule**. Furthermore, the Warranty will not cover any vehicle whose identification numbers have been altered or removed.

In addition to the list above, the warranty does not include: **any vehicle used for racing, trials rallies, competitive events, or for any purpose other than genuine private or commercial use as a motor car**. However, within these categories of exclusions, it is at the sole discretion of Caterham to make a contribution in part or in full towards parts and labour of a warranty claim presented to a Caterham Authorised Dealer should mitigating circumstances be presented.

The Caterham Seven is recognised as the benchmark for enjoyment when it comes to circuit driving and Caterham accepts that owners may, indeed Caterham encourages owners to, take their Sevens on to race circuits for the purpose of a 'trackday' (defined as a non-competitive, untimed leisure driving activity organised by a professional body associated to the ATDO (Association of Trackday Organisers)). One mile of track driving is approximately the equivalent of ten miles of road driving and owners should be mindful of this fact when considering the servicing requirements for their Seven. It is not unusual to cover 100-200 miles on a trackday. Caterham will inspect any vehicle presented for a Warranty claim for evidence of trackday use. Use of a vehicle on a trackday shall not automatically void a Warranty claim, but Caterham reserves the right to reject a Warranty claim for any vehicle or component that appears to have been subject to premature or circuit induced wear (such as vibration in electrical components) when in its reasonable opinion it considers the wear to be attributed predominantly to trackday use.

### Servicing Requirements

You must have your vehicle serviced in accordance with the frequency and content detailed in the Caterham Owners' Handbook specifically for your Seven variant. Caterham recommend that all servicing should be carried out in line with the manufacturer's recommendations from the date of first registration by a Caterham appointed dealer or by an independent registered service/repairer outlet. If you have your vehicle repaired or maintained by an independent repairer during the warranty period any claims against faulty components may be lost if the work carried out is deficient or the parts used are not of the same quality and specification as Caterham original parts. Failure to prove the vehicle has been serviced in accordance to the Caterham recommendations may result in a warranty claim not being paid.

**IMPORTANT NOTICE:** The Warranty, under the terms described above, is your sole remedy for supply by Caterham of a vehicle or components not conforming to the functions and facilities described in the Owners' Handbook. Caterham expressly excludes all other warranties and representations to the full extent they are permitted to be excluded at law. Nothing in this document shall operate to exclude Caterham's liability for fraud or for personal injury or death caused by Caterham's negligence. This document does not affect your remaining statutory rights.