



EMIRA

WARRANTY BOOKLET

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LIMITED WARRANTY

LIMITED WARRANTY

Lotus Cars U.S.A. Inc.; 47584 Galleon Dr., Plymouth, Michigan 48170-2467.

LOTUS CARS U.S.A. Inc., (the Company) provides this limited warranty on each new Lotus motor car sold by the Company or an authorized Lotus dealer* in the U.S.A., and each Lotus replacement part supplied by the Company or an authorized Lotus dealer* in the U.S.A., covering defects in material and workmanship under normal use and service, and subject to the terms and conditions in this Limited Warranty, for the applicable Warranty Period set forth in Paragraph 1. (*Authorized Lotus dealers are not owned by, or are agents of, the Company).

The following paragraphs are the only and exclusive remedies under the terms of the warranty.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO A CAR OR PART IS LIMITED IN DURATION TO THE TIME PERIODS SET FORTH IN PARAGRAPH 1 BELOW.

THE COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE RESULTING FROM THE BREACH OF ANY WARRANTY.

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 OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

If a dispute arises regarding your warranty coverage, Lotus provides an informal dispute settlement mechanism (mediation/arbitration) in all states, which is offered through Better Business Bureaus (BBB) AUTO LINE.

You may contact BBB AUTO LINE at the following phone number: 1-800-955-5100.

Unless superseded by applicable state law, you are required to use BBB AUTO LINE before exercising rights or seeking remedies created by Title I of the Federal Magnuson-Moss Warranty Act. If you choose to seek redress by pursuing rights and remedies not created by Title I of the Federal Magnuson-Moss Warranty Act, resort to BBB AUTO LINE would not be required by any provision of the Federal Magnuson-Moss Warranty Act.

Depending on your applicable state law, you may also be required to use BBB AUTO LINE and/or state-run arbitration programs before exercising certain rights or seeking certain remedies or asserting certain presumption provisions under your applicable state laws.

Additional information on the BBB AUTO LINE program can be found in materials accompanying this warranty manual. Please see the LOTUS supplement to the owner's New Vehicle Warranty manual for further information.

The Limited Warranty excludes certain parts and sets of circumstances which are set out in sections 4, 5 and 6.

1. SCOPE OF WARRANTIES

(a) LIMITED WARRANTY PERIOD - Cars.

Company warrants each new car for a period of thirty six (36) months or 58,000 km (36,000 miles), whichever first occurs, after the first occurring of the following dates:

- i) Date of delivery of the car to the retail original owner;
- ii) Registration as a dealer demonstrator or company car.

CONSULT YOUR SALES DOCUMENTS TO DETERMINE THE WARRANTY START DATE ON YOUR CAR; SPEAK TO YOUR DEALER OR LOTUS CARS USA IF YOU ARE IN DOUBT.

(b) LIMITED WARRANTY PERIOD - Replacement Parts.

Genuine Lotus replacement parts are warranted for 12 months from their date of purchase, or the date of installation by an authorized Lotus dealer, or until the expiration of the car's limited warranty term, whichever last occurs.

(c) LIMITED WARRANTY PERIOD- Corrosion Perforation.

The Company's Limited Corrosion Perforation Warranty (as set forth in Paragraph 4 (c)) runs for a period of 8 years from the commencement of the Car Limited Warranty as specified in paragraph 1(a).

(d) LIMITED WARRANTY PERIOD - Paint.

The Company warrants that the paint finish will be free from defects in material and workmanship for a period of 36 months or 58,000 km (36,000 miles), whichever first occurs, from the commencement of the Car Limited Warranty as specified in paragraph 1(a).

LIMITED WARRANTY

2. LIMITATIONS

THE COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE ANY OTHER OBLIGATION IN CONNECTION WITH ITS CARS.

3. EXCLUSIVE REMEDIES

THE PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS ARE THE EXCLUSIVE REMEDIES UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

4. EXTENT OF COMPANY OBLIGATIONS

(a) LIMITED WARRANTY - Vehicle.

This warranty extends to each original and subsequent owner of a Lotus motor car within the warranty period expressed in Paragraph 1(a). The obligations of the Company under this warranty are limited to the repair or, at its option, the replacement with a new or remanufactured part or assembly or component without charge for labor or part, of any part or assembly or component determined to be defective in material or workmanship during the applicable warranty period. All items which are replaced become the property of the Company to the fullest extent allowed under applicable law. All Service under this warranty must be performed by an authorized Lotus Dealer at its place of business.

(b) LIMITED WARRANTY - Replacement Parts.

The obligations of the Company during the warranty term are limited to the repair or, at its option, the replacement of any genuine Lotus part determined to be defective in material or workmanship during the warranty period expressed in paragraph 1(b). All replaced parts shall become the property of the Company.

(c) LIMITED WARRANTY - Corrosion Perforation.

The Company warrants to the original owner and each subsequent owner during the warranty period set forth in Paragraph 1(c), that if corrosion perforation occurs on the chassis or composite body structure of a Lotus motor car, within the warranty period expressed in Paragraph 1(c), the parts or components affected by such perforation shall be repaired or replaced, without charge for labor or parts. Provided, however, that:

- a) the Lotus car has been used and maintained in a normal and reasonable manner.
- b) corrosion perforation is not due to any or all of the following: an accident; abuse; damage; installation of a non-Lotus accessory; chemical substance; an act of nature; fire; or salvaged car.

(d) OBTAINING REPAIRS.

All warranted repairs will be effected at authorized Lotus Dealers upon presentation of suitable evidence of eligibility. A reasonable time must be allowed for the dealership to perform necessary repairs, and customers are requested to allow such a reasonable amount of time.

5. EXCLUSIONS FROM WARRANTY COVERAGE

(see also section 6)

(a) TIRES.

The only provided warranty for tires is the written warranty issued by the tire supplier and included with the owner literature supplied with your car.

(b) VEHICLE SPECIFICATION.

The obligations of the Company under this Limited Warranty apply only to cars built by the manufacturer to USA specification for road use (i.e. not to race cars, gray market cars or cars imported into the USA which are not manufactured to a USA specification).

(c) MAINTENANCE; SERVICE ITEMS; WEAR & TEAR.

Maintenance services are not covered, these include (although this list is not exhaustive):

- I. body panel, glass and trim adjustments may intermittently be required to prevent excessive water ingress, or noise and vibration and so should be considered as routine maintenance.
- II. maintenance services such as tune-ups, cleaning, polishing, lubrication, wheel balancing and alignment, brake, clutch, belt and other normal adjustments,
- III. Battery - (Main 12 Volt DC lead – acid or lithium type) the repair or replacement of the battery is not covered.
- IV. the repair or replacement of service items such as lubricants, fluids, spark plugs, wiper blades, filters, belts, hoses, brake pads and linings clutch components, light bulbs or glass,
- V. after the first three months of service (unless as part of a warranty repair), the air conditioner refrigerant,
- VI. the deterioration of paintwork, upholstery (see paragraph 5n) or any other part, assembly or component as a consequence of normal wear and tear or exposure to the elements, including airborne fallout (chemicals, tree sap etc.).

LIMITED WARRANTY

(d) INCIDENTAL AND CONSEQUENTIAL DAMAGES.

UNLESS OTHERWISE EXPRESSLY PROVIDED BY LAW THIS WARRANTY NEITHER COVERS NOR EXTENDS TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE OR EXPENSE. SUCH DAMAGE AND EXPENSE INCLUDES (ALTHOUGH IT IS NOT AN EXHAUSTIVE LIST) INCONVENIENCE, HOTEL OR RESTAURANT EXPENSES, TOWING OR PARKING FEES, CAR RENTALS OR THE LOSS OF TIME OR USE OF THE CAR.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY.

(e) ACCIDENTS AND SIMILAR EVENTS.

Malfunctions or damage resulting from accidents, collision, fire, theft or climatic conditions are not covered under this warranty.

(f) ODOMETER ALTERATION.

Warranty coverages do not apply if the odometer has stopped, and not been promptly repaired/replaced, or been altered, or the car's correct mileage cannot accurately and easily be determined.

(g) EMISSION CONTROL SYSTEM.

This Limited Warranty excludes the emission control system, the Federal and California warranties for which are detailed on pages 11 through 26.

(h) NON-LOTUS PARTS.

If any non-Lotus part is fitted, such part is not covered by the Limited Warranty. Further, any original part affected or damaged by the fitment or usage of such non-Lotus part will not be covered by the Limited Warranty. Provided, however, that if such non-Lotus part is fitted by an authorized Lotus dealer as part of a warranty repair under this Limited Warranty, the foregoing exclusion shall not apply. Such non-Lotus part may or may not be covered by a warranty from someone other than Lotus in connection with the sale of that particular part.

(i) OFF-ROAD OR TRACK-USE PARTS.

If any after-market or original Lotus off-road or track use part is fitted to your car, such part is not covered by the Limited Warranty, regardless of from whom it was purchased. Such parts may or may not be covered by a warranty from someone other than Lotus in connection with the sale of that particular part. Any original Lotus part affected or damaged by the fitment or usage of such off-road or track-use part will not be covered by your Limited Warranty.

(j) COMPETITIVE USE OF VEHICLE.

Lotus will maintain vehicle warranty coverage for any reasonable NON-COMPETITIVE use, but any claims directly related to repairs required from using your car in racing, reliability trials, or otherwise in competition, including timed runs or laps will be denied.

(k) WIND NOISE AND WATER INGRESS.

Minor wind noise and minor water ingress.

NOTICE: The car is a speciality sports car not intended to be subjected to automatic car washes. If the car is so treated, any consequent damage is not covered by the warranty.

(l) PAINT.

If it is determined that paint on the car must be repaired because of an item covered under warranty the paint colour matching of repaired or replaced body panels will be achieved within practicable limits as determined by the Company. Painting of the entire car solely for the purpose of paint colour matching will not be covered under the warranty.

Limited Warranty for 'Soft Feel' Paint Finish

Special edition models may have specific individual panels, or be completely painted in a 'soft feel' matt paint finish. This special matt paint finish is not as durable as Lotus' standard paint finishes.

Lotus warrants that the paint finish will be free from defects in material and workmanship for a period of 12 months or 20,000 km (12,000 miles), whichever occurs first, after the first occurring of the following events:-

- a. Date of delivery of the car to the retail owner; or
- b. First registration of the car, whether as a dealer demonstrator or otherwise.

LIMITED WARRANTY

This finish is resistant to most normal forms of atmospheric attack provided the special cleaning and maintenance requirements as specified by Lotus are strictly adhered to. However due to the textured matt finish, fading or discolouration of all or part of the matt paint finish may occur during the early life of the vehicle and this is considered normal and is specifically excluded from any warranty given by Lotus. Any damage to the car's paint finish will require specialist and skilled paint repairs.

In any event any repairs may result in a build up or 'stepping' between the matt and gloss finishes used on the car and shade variations in the paint finish as the car ages. Again this is considered normal and is excluded from the Limited Warranty.

(m) NOISE AND VIBRATION.

Noise and vibration are a normal and necessary feature of a mechanical device such as a motor car. The nature and extent of such noises, including brake squeal, engine and exhaust noise, gear whine, knocks, rattles and wind noise will differ from car to car, with the level of acceptability being determined by the Company.

(n) LEATHER.

Lotus cars are upholstered with premium quality leather specifically tanned and dyed for automotive use. As a natural material, leather ages in various ways and may, over time, exhibit signs of cracking, scuffing, shrinking, etc. Such wear is the natural maturing of the leather and is not covered under warranty.

(o) VOLTAGE POLARITY.

Damage caused by incorrect or reversed polarity connection of the battery during battery re-connection, battery charging, jump starting or any other reason.

(p) SALVAGE TITLE OR TOTAL LOSS.

The warranty does not cover any car which has salvage title or has been declared as an insurance write off (total loss) due to an accident or damage.

(q) CONTAMINATED OR POOR QUALITY FUEL

Despite the precautions taken by oil companies and filling stations, it is possible that dirty, contaminated or poor quality fuel may find its way into the vehicle's fuel tank. Lotus cannot accept claims for the cleaning of fuel tanks, pipes, filters and fuel injection equipment.

LIMITED WARRANTY

NOTICE: Lotus does not recommend any fuel additives.

6. OBLIGATIONS OF OWNERS

WARRANTY CLAIMS WILL NOT BE HONORED IF THE OWNER FAILS TO PROPERLY USE AND MAINTAIN THE CAR.

The Company has no obligation under this warranty in the following circumstances:

- If the car has not been driven in accordance with the ‘Running-in’ instructions detailed in the Owner’s Handbook;
- if the maintenance services and maintenance instructions specified in this Handbook are not performed and followed at the prescribed intervals. Car owners must keep up to date and accurate records of car service and maintenance in order for any warranty claim to be considered;
- if the car is used for commercial service, or for racing or reliability trials, or in a competitive manner, including timed runs or laps, or the utilisation of Launch Control;
- if the car is registered or used outside the Continental United States, Canada, Hawaii, Puerto Rico, Alaska, Guam and the United States Virgin Islands;
- if failure or malfunction of the car or of any warranted part, component or assembly results from an accident; or,
- if failure or malfunction is caused by misuse, abuse or negligence in use of the car, including, but not limited to, exceeding maximum engine speed by premature or incorrect gear changing, or where the car is not driven on road surfaces which have been maintained to a standard to allow regular vehicle traffic, or when the car is not used within legal speed limits, or by performance of service, repair, alteration or modification of the car other than in accordance with the recommended servicing and repair procedures of the Company, or;
- Failure or malfunction by fitting of a part, assembly, accessory or component not conforming to Lotus specifications.

7. EXCLUSIVE WARRANTY

This Limited Warranty and the Emission Control System Warranties are the only express warranties applicable to the car which are given by the Company or the manufacturer of the car. Subject to the provision of Paragraph 2 (Limitations of Warranties), this warranty and the emission control system warranties exclude all other obligations and liabilities of the Company and the manufacturer of the car, whether they arise in contract or tort, or otherwise to the fullest extent permitted by law. Any and all other express warranties, representations, promises or statements shall be of no force or effect as regards the Company, or the manufacturer of the car. If any provision of this warranty is declared or made ineffective or unenforceable by law, adjudication or otherwise, such ineffectiveness or unenforceability shall not affect

any of the other terms and conditions of this warranty. No person is authorized to change or modify this warranty, and under no circumstances may this warranty be changed or modified orally.

8. CUSTOMER ASSISTANCE

In order to obtain performance of any obligation under this Limited Warranty, bring the Lotus car to any authorized Lotus Dealer. Any such dealer is authorized to perform warranty obligations. If you are unhappy with work performed on your Lotus, speak first with the dealer's Service Manager, and then, if necessary, with the General Manager or owner. If you still cannot resolve a problem, contact: Lotus Cars U.S.A. Inc.; 47584 Galleon Dr., Plymouth, Michigan 48170-2467. Tel: 734 995 2544.

When contacting Lotus Cars USA, please have the following information available:

- Year and model of your Lotus;
- Your car's vehicle identification number (viewable through bottom edge of windshield, driver's side);
- Date of purchase of your Lotus;
- Name of dealer(s) from whom you purchased your Lotus and where you have it serviced.

STATE AND FEDERAL REPAIR-REPLACE-REFUND STATUTES

State Repair - Replace-Refund Statutes

Each state has a law providing new car purchasers with certain rights for repair, replacement of the car, or refund of the purchase price under certain circumstances (these laws are commonly called “lemon laws”). These laws vary from state to state. **To the extent permitted by an applicable state law, Lotus Cars USA requires that, before you seek a remedy, you provide Lotus Cars USA (at the address set forth above) with written notification of the defect or nonconformity.** In this way, Lotus Cars USA will be afforded an opportunity to perform any necessary repairs. Where appropriate, an additional lemon law information sheet is provided with this owner’s manual.

Federal Magnuson-Moss Warranty Act

You may also have rights provided by the Federal Magnuson-Moss Warranty Act. Please see the LOTUS supplement to the owner’s New Vehicle Warranty manual for further information. Additional information can be found by contacting the Better Business Bureau (BBB) AUTO LINE. See contact information below.

ARBITRATION PROGRAMS

Some states have state-run arbitration programs that you can use to pursue lemon law remedies. These programs are operated by, or on behalf of, state agencies, and such agencies can be contacted for additional information.

If a dispute arises regarding your warranty coverage, Lotus provides an informal dispute settlement mechanism (mediation/arbitration) in all states, which is offered through Better Business Bureaus (BBB) AUTO LINE.

You may contact BBB AUTO LINE at the following address, or phone number:

BBB AUTO LINE

Dispute Resolution Program

BBB National Programs

1676 International Drive Suite 550

McLean, VA 22102

You may call BBB AUTO LINE at 1-800-955-5100.

You may also consult <https://www.bbb.org/autoline/> for more information about the BBB AUTO LINE program.

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

The Lotus Emission Control System Warranties comprise an Emissions Defects Warranty and an Emissions Performance Warranty. In both cases, the warranty period shall begin on the date the car is delivered to its ultimate purchaser, or if the car is first placed in service as a 'demonstrator' or 'company' car prior to delivery, on the date it is first placed into service.

EMISSIONS DEFECTS WARRANTY

Lotus Cars Ltd. (Lotus), warrants to the owner of any new, USA specification, Lotus Emira that:-

- 1) The car was designed, built and equipped so as to conform at the time of sale, with applicable requirements of the U.S. Environmental Protection Agency; and
- 2) Any defects in materials and workmanship in Emission Related Components which could cause the car to fail to conform with these requirements will be covered for a period of 2 years, 38,000 km (or 24,000 miles), whichever first occurs, provided however, that in the case of specified Major Emission Control Components, the warranty period shall be 8 years 128,000 km (or 80,000 miles), whichever first occurs.

A list of the Emissions Related Components to which this Defects Warranty applies appears on page 18 (specified Major Emission Control Components are marked with an asterisk). This warranty does not cover failures caused by abuse, neglect, collision accidents, improper maintenance, unauthorized modifications; nor does it cover loss of time inconvenience, loss of use of the car or incidental or consequential damages.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO A CAR OR

PART IS LIMITED IN DURATION TO THE TIME PERIODS SET FORTH IN THIS WARRANTY. LOTUS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE RESULTING FROM THE BREACH OF ANY WARRANTY.

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 OR EXCLUSIONS MAY NOT APPLY TO YOU.

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

EMISSIONS PERFORMANCE WARRANTY

Some state or local governments require periodic inspection and maintenance programs to ensure that your car's emissions control system functions properly. If an EPA approved program is in force where you are, you are eligible for Performance Warranty coverage.

Lotus warrants to the owner of any new, USA specification, Lotus Emira that if:-

- 1) The car is maintained and operated in accordance with the written instructions for proper maintenance and use;
- 2) The car fails to conform to the applicable emission standards as judged by an EPA approved emission test; and
- 3) Such non-conformity results or will result in the car owner having to bear any penalty or other sanction (including denial or the right to use the car) under local, State or Federal law, then Lotus shall remedy the non conformity at no cost to the owner by adjusting, repairing or replacing emissions related components as is necessary in order for the car to conform to the applicable emission standard. This warranty is for a period of 2 years, 38,000 km (or 24,000 miles), whichever first occurs. However, specified Major Emission Control Components are covered for 8 years or 128,000 km (or 80,000 miles), whichever first occurs. Covered parts are listed on page 18 and specified Major Emission Control Components are followed by an asterisk.

Required Maintenance

The operations in the Maintenance Schedule (included in the Owner's Handbook package) must be undertaken at the mileages or time intervals specified to ensure the continued proper functioning of the emission control system, and to provide optimum car performance and reliability. More frequent maintenance may be needed for cars operating in dusty areas, on short trip driving, or in other severe conditions. Inspection and service should also be performed any time a malfunction is suspected.

MAINTENANCE, REPLACEMENT OR REPAIR OF THE EMISSION CONTROL DEVICES AND SYSTEMS MAY BE PERFORMED BY ANY AUTOMOTIVE REPAIR ESTABLISHMENT OR INDIVIDUAL USING ANY CERTIFIED PART.

No emission performance warranty claim will be denied on the basis of the use of a properly certified part in the maintenance or repair of a car.

In no case will Lotus deny an emission performance warranty claim on the basis of:

- i) Warranty work or pre-delivery service performed by any Lotus Dealer or

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

- ii) Work performed in an emergency situation to rectify an unsafe condition, including an unsafe driveability condition attributable to Lotus provided the car owner has taken steps to put the car back in a conforming condition in a timely manner or
- iii) The use of any uncertified part or non-compliance with the maintenance schedule or instruction for use (Owner's Handbook) which is not relevant to the reason that the car failed to comply with applicable emission standards or
- iv) Any cause attributable to Lotus.

What Is *Not* Covered

Lotus may deny an emission performance warranty claim on the basis of an uncertified replacement part used in the maintenance or repair of a car if Lotus 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, and the owner is unable to rebut the evidence.

A part not required to be replaced at a definite service interval (see Maintenance Schedule) shall be warranted for the applicable warranty period. Instructions to replace a component only if checked and found to be operating below specification shall have no bearing on warranty coverage unless the owner did not follow such an instruction prior to the short test failure and non-compliance with that instruction caused the failure of another car component relevant to the non-conformity. This warranty does not cover failures caused by abuse, neglect, collision, accidents, improper maintenance, unauthorized modification; nor does it cover loss of time, inconvenience, loss of use of the car or incidental or consequential damages.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO A CAR OR PART IS LIMITED IN DURATION TO THE TIME PERIODS SET FORTH IN THIS WARRANTY. LOTUS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE RESULTING FROM THE BREACH OF ANY WARRANTY. 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 OR EXCLUSIONS MAY NOT APPLY TO YOU.

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

Improper Maintenance and Use

- a) An emission performance warranty claim may be denied on the basis of non-compliance by a car owner with the Service Schedule or Owner's Handbook instructions for proper use.
- b) When determining whether an owner has complied with the written instructions for proper maintenance and use, Lotus may require an owner to submit evidence of compliance with those written maintenance instructions for which Lotus has an objective reason for believing:
 1. were not performed; and
 2. if not performed could be the cause of the particular car's exceeding applicable emission standards.
- c) Evidence of compliance with a maintenance instruction may consist of:
 1. a maintenance log book which has been validated at the appropriate time or mileage intervals specified for service by someone who regularly engages in the business of servicing automobiles for the relevant maintenance instruction(s);
or
 2. a showing that the car has been submitted for scheduled maintenance servicing at the approximate time or mileage intervals specified for service to someone who regularly engages in the business of servicing automobiles for the purpose of performing the relevant maintenance; or
 3. a statement by the car owner that he or she performed the maintenance at the appropriate time or mileage interval specified, including a showing
 - i) that the owner purchased and used proper parts, and
 - ii) upon request by Lotus, that the owner is able to perform the maintenance properly.
- d) The time/mileage interval for scheduled maintenance services shall be the service interval specified for that part in the Maintenance Schedule or Owner's Handbook.
- e) For certified parts having a maintenance or replacement interval different from that specified in the written instructions for proper maintenance and use, the time/mileage interval shall be the service interval for which the part was certified.

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

- f) The owner may perform maintenance or have maintenance performed more frequently than required in the maintenance instructions.
- g) Lotus may deny an emission performance warranty claim on the basis of non-compliance with the written instructions for proper maintenance and use only if:
 - 1. an owner is not able to comply with a request by Lotus for evidence pursuant to paragraph (c) of this section; or
 - 2. notwithstanding the evidence presented pursuant to paragraph (c) of this section, Lotus is able to prove that the car failed an emission short test because
 - i) the car was abused; or
 - ii) unscheduled maintenance was performed on a vehicle which resulted in the removing or rendering inoperative of any component affecting the car's emissions.

Warranty Claim Procedure

- a) A claim under the emission performance warranty may be raised immediately upon the failure of an EPA approved emission short test, if as a result of that failure, an owner is required to take action of any kind in order to avoid imposition of a penalty or sanction. An owner need not suffer the loss of the right to use a car, be fined, incur repair expenses, or actually bear any penalty or sanction to satisfy the requirement (see 'Emissions Performance Warranty' paragraph (3)). That requirement shall be met if a test failure sets a procedure in motion under which the owner will bear a penalty or sanction if a car is not brought into conformity or repaired to some specified extent within some specified period of time.
- b) A warranty claim may be submitted by bringing a car and a copy of the EPA approved emission test report to
 - 1. any repair facility authorized by Lotus to service that model car, or
 - 2. any repair facility authorized by Lotus to perform emission performance warranty repairs for that model car.
- c) To the extent required by any Federal or State Law, whether statutory or common law: if an authorized repair facility is not reasonably available, Lotus will provide means for a suitably competent non-franchised repair facility to perform emission performance warranty repairs.

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

- d) 1. Lotus will make a final decision on an emission performance warranty claim within a maximum time limit of 30 days from the time at which the car is initially presented for repair or within the time during which an owner is required by local, state or federal law to have the car repaired without incurring further penalties or sanctions (whichever is shorter), unless a delay
- i) is requested by the car owner, or
 - ii) is caused by an event not attributable to Lotus or the warranty repair facility.
2. If the facility at which the car is initially presented for repair is unable for any reason to honour the particular claim, then, unless this requirement is waived in writing by the car owner, the repair facility shall forward the claim to; Lotus Cars U.S.A. Inc.; 47584 Galleon Dr., Plymouth, Michigan 48170-2467, in order for a decision to be made.
- e) Within the time period specified in paragraph (d) of this section, Lotus shall:
- 1. notify the owner that it will honour the claim; or
 - 2. provide the owner, in writing, with an explanation of the basis upon which the claim is being denied.
- f) Failure to notify an owner within the required time period (as determined under paragraph (d) of this section) for reasons that are not attributable to the car owner or events which are not beyond the control of Lotus or the repair facility, shall result in Lotus being responsible for repairing the car free of charge to the car owner.
- g) Lotus shall incur all costs associated with a determination that an emission performance warranty claim is valid.

FURTHER INFORMATION

Further information concerning the emission performance warranty is available from the Director Field Operation & Support Division (6406 J), Environmental Protection Agency, 401 'M' Street, SW, Washington DC 20460 (attention: Warranty Claim). Violations of the Emission Performance Warranty may also be reported to this office. Also contact Lotus Cars U.S.A. Inc.; 47584 Galleon Dr., Plymouth, Michigan 48170-2467.

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

EMISSIONS WARRANTY PARTS LIST

Exhaust System

- Pipe Assembly, downpipe to silencer (includes underfloor cat)
- Gasket, downpipe to manifold cat
- Gasket, exhaust manifold to cylinder head
- Exhaust Manifold Cat Assy, LH
- Exhaust Manifold Cat Assy, RH (includes primary heat shield)

Fuel Injection

- Throttle Body
- Gasket, throttle body to intake plenum
- Fuel Rail Assembly
- Fuel Injector, high flow (includes 'O' ring)

Ignition

- Ignition Coil LH bank (all or one)
- Ignition Coil RH bank (all or one)
- Spark Plug RH bank
- Spark Plug LH bank

Air Induction System

- Intake Manifold
- Gasket, inlet manifold, LH
- Gasket, inlet manifold, RH
- Gasket, supercharger to inlet manifold
- Supercharger Assembly
- Supercharger Assembly Complete (includes Intercooler, gasket and cover)

Positive Crankcase Ventilation

- Oil Filler Cap, with gasket
- Hose, ventilation No. 1, LH bank to inlet tank
- Hose, ventilation No. 2, RH bank to intake plenum
- Valve Assembly, ventilation, LH bank
- Differential Pressure Sensor

Fuel System

- Assy Fuel Tank (inc pump & clamp)
- Tank Pressure Sensor
- Fuel Filler Neck & Hose Assembly
- Fuel Pump
- Pipe Assembly, fuel pipe feed
- Evaporative Emissions Charcoal Canister ORVR
- Fuel pump seal
- Fuel pressure regulator O ring
- Fuel pressure regulator
- Pipe Assembly, tank to canister
- Hose, purge valve to plenum
- Pipe Assembly, canister to purge valve
- Hose, canister vent
- Hose, canister to purge valve
- Canister Close Valve
- Purge Valve

LOTUS FEDERAL EMISSION CONTROL SYSTEM WARRANTIES

Engine Management

- Sensor, crankshaft position
- Sensor, oxygen, pre-catalyst
- Sensor, oxygen, post-catalyst
- Sensor, camshaft position
- Wheel Speed Sensor (one) (hub bearing assy) Front
- Wheel Speed Sensor (one) (hub bearing assy) Rear
- Switch, oil pressure
- Sensor, knock control (one or both)
- Thermostat, cooling system
- Sensor, coolant temperature (inc, air bleed)
- Meter, air intake flow
- Electronic Control Module (ECM) uncalibrated
- Transmission Control Module (TCM)
- Sensor, ambient air temperature
- Valve Assembly, Ventilation, LH Bank
- Valve Assembly, Cam timing Control, LH/RH No.1 intake (includes O ring)

Engine Management

- Valve Assembly, Cam timing Control, LH No.2 Exhaust (includes O ring)
- Valve Assembly, Cam timing Control, RH No.2 Exhaust (includes O ring)
- Instrument Pack
- Electronic throttle pedal assembly
- Clutch potentiometer
- Manifold Pressure Sensor

Related Parts

- Main Harness (MT)
- Main Harness (Auto)
- Harness, engine (MT)
- Harness, engine (Auto)

CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and Lotus Cars Limited are pleased to explain the emission control system warranty on your new, USA specification, Lotus Emira. In California, new motor cars must be designed, built and equipped to meet the State's stringent anti-smog standards. Lotus must warrant the emission control system on your Emira for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your car. Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic convertor, and engine computer. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, Lotus will repair your car at no cost to you including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE

- For 3 years or 80,000 km or 50,000 miles (whichever first occurs):

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

-For 7 years or 112,000 km or 70,000 miles (whichever first occurs):

- 1) If an emission related part listed in this warranty booklet specially noted with coverage for 7 years or 112,000 km or 70,000 miles is defective, the part will be repaired or replaced by Lotus. This is your long term emission control system DEFECTS WARRANTY.

OWNER'S WARRANTY RESPONSIBILITIES:

- As the car owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Lotus recommends that you retain all receipts covering maintenance on your car, but Lotus 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 car to a Lotus dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days..

CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

- As the car owner, you should also be aware that Lotus may deny you warranty coverage if your car or a 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: Lotus Cars U.S.A. Inc.; at 47584 Galleon Dr., Plymouth, Michigan 48170-2467, or the California Air Resources Board at 9528 Telstar Avenue, El Monte CA 91731.

LOTUS CALIFORNIA EMISSION CONTROL SYSTEM WARRANTIES

LOTUS CALIFORNIA EMISSION CONTROL SYSTEM WARRANTIES

The Lotus California Emission Control System Warranties comprise the California Emissions Performance Warranty, and two levels of the California Emission Control System Defects Warranty. Your car may also be eligible for additional warranty coverage under the Federal Emissions warranty (see previous section).

CALIFORNIA EMISSION CONTROL SYSTEM DEFECTS WARRANTY

Lotus Cars Ltd. (Lotus) warrants to the owner of any new, California specification, Lotus Emira, that the car was designed, built and equipped so as to conform with requirements of the California Air Resources Board (CARB), and that if the car is maintained and operated in accordance with the written instructions for proper maintenance and use, then:

- i) if, during a period of 3 years or 80,000 km (or 50,000 miles), whichever first occurs, any part of the car which could affect emissions is broken or does not function as designed (including adjustments), provided the car does not qualify for an exclusion as described on page 22 & 24, Lotus shall be responsible for repair or replacement of any such part or parts, including diagnosis and labour charges.
- ii) if, during a period of 7 years or 112,000 km (or 70,000 miles), whichever first occurs, one or more of a certain group of emission related parts listed on page 26 is broken or does not function as designed (including adjustments), provided the car does not qualify for an exclusion as described on pages 24 & 25, Lotus shall be responsible for repair or replacement of any such part or parts, including diagnosis and labour charges.

The warranty period shall begin on the date the car is delivered to the first retail purchaser, or, if the car is first placed in service as a demonstrator or company car prior to sale at retail, on the date the car is first placed in such service.

The emission control systems of your new, California specification, Lotus Emira, were designed, built and tested using genuine Lotus Service Parts and the car is certified as being in conformity with Federal and California emission control requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be Lotus Service Parts or Lotus Authorized Remanufactured Parts. The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use parts other than Lotus Service or Authorized Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty, except in emergency situations.

LOTUS CALIFORNIA EMISSION CONTROL SYSTEM WARRANTIES

Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems. If other than Lotus Service Parts or Authorized Remanufactured Parts are used for maintenance, replacement or repair of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to genuine Lotus parts in performance and durability. Lotus, however, assumes no liability under this warranty with respect to failure of such parts other than Lotus Service Parts or Authorized Remanufactured Parts. However, the use of non-Lotus replacement parts does not invalidate the warranty on other components. If a non-Lotus emission related part causes damage to other components, then the liability for the subsequent damage shall not be assumed by Lotus. If, however, a Lotus Service Part or Authorized Remanufactured Part causes damage to a non-Lotus part, such non-Lotus part will be repaired.

Repairs and service covered by this warranty will be performed by any authorized Lotus Dealer at his place of business with no charge for parts or labour (including diagnosis), using Lotus Service or Authorized Remanufactured Parts for any part of the emission control system covered by this warranty. In the case of an emergency, where an authorized Lotus dealer is not available, or a Lotus part is not available within 30 days; repairs may be performed at any available service establishment or by any individual using any replacement part. Lotus will reimburse the owner for such repairs (including diagnosis) that are covered under this warranty, but such reimbursement will not exceed the Lotus suggested retail price for all warranted parts replaced, and labour charges based on Lotus's recommended warranty repair times, and the geographically appropriate hourly rate. A repair not being complete within 30 days constitutes an emergency. Replaced parts and paid invoices must be presented at a Lotus dealership as a condition of reimbursement for emergency repairs not performed at a Lotus dealer.

You are advised to perform all recommended maintenance or repairs on your new, California specification, Lotus Emira. You are responsible for the performance of the required maintenance. Lotus will not deny a warranty claim solely because you have no record of maintenance; however, Lotus may deny a warranty claim if your failure to perform required maintenance resulted in the failure of a warranted part. Receipts and maintenance records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and maintenance records should be transferred to each subsequent owner of this car.

CALIFORNIA EMISSION PERFORMANCE WARRANTY

CALIFORNIA EMISSIONS PERFORMANCE WARRANTY

Lotus Cars Ltd. (Lotus) warrants to the owner of any new, California specification, Lotus Emira, that if, during a period of 3 years or 80,000 km (or 50,000 miles), whichever first occurs, the car should fail to pass an Inspection/Maintenance test, for reasons other than those detailed on pages 24 & 25 ('What is not covered by the California Emission Warranty'), then the car will be repaired at no cost to the owner. The car is to be repaired so that it will pass the I/M test, and these repairs shall include diagnosis, replacement, repair, and adjustment of those defective parts affecting emissions.

The warranty period shall begin on the date the car is delivered to the first retail purchaser, or, if the car is first placed in service as a demonstrator or company car prior to sale at retail, on the date the car is first placed in such service.

If your car fails a Smog Check test or a Federal Emissions Short test, you may choose to have diagnosis of the failure and repairs made at a Lotus dealer or at another service facility. You may take your car to a Lotus dealer for warranty repairs and diagnosis without charge. You will have to pay for diagnostic costs and repairs if performed at another service facility except in the case of emergency repairs (see page 22). If your car fails a Smog Check test or a Federal Emissions Short test after the 3 years/80,000 km (or 50,000 miles) performance warranty period has expired, but before 7 years/112,000 km (or 70,000 miles) is reached, those parts listed on page 26 are still covered by the defects warranty.

If the warranty station demonstrates that the test failure was caused by one or more of the conditions excluded from warranty coverage (see below), the car owner shall be liable for all diagnostic and repair expenses. Such expenses shall not exceed the maximum repair costs permissible under the California Car Inspection Programme. Failure to notify the owner within 30 days that a performance warranty claim is invalid, shall render Lotus liable for the repair costs. If the warranty station identifies that the test failure was caused by one or more defects covered under warranty, and in combination with one or more of the conditions excluded from warranty coverage (see below), then the car owner shall be responsible only for that proportion of the diagnostic and repair costs that is not covered by warranty.

WHAT IS NOT COVERED BY THE CALIFORNIA EMISSION WARRANTIES

The warranty does not cover:

- Malfunctions in any part caused by any of the following: misuse, abuse, neglect, improper modification or alteration, tampering, disconnection, improper or inadequate maintenance, or use of leaded gasoline.
- Damage resulting from accident, acts of nature or other events beyond the control of Lotus.

CALIFORNIA EMISSION PERFORMANCE WARRANTY

- The repair or replacement of warranted parts which are scheduled for replacement prior to 80,000 km or 50,000 miles (such as spark plugs, filters) once these parts have been replaced at the first recommended replacement interval as part of required maintenance services.
- Incidental and consequential damages, such as loss of time, inconvenience, loss of use of the car, or commercial loss.
- Any car on which odometer mileage has been changed so that mileage cannot be readily determined.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO A CAR OR PART IS LIMITED IN DURATION TO THE TIME PERIODS SET FORTH IN THIS WARRANTY. THE COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE RESULTING FROM THE BREACH OF ANY WARRANTY. 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 OR EXCLUSIONS MAY NOT APPLY TO YOU.

CUSTOMER ASSISTANCE

Lotus Cars Ltd. wishes to help assure that the Emission Control Systems Warranty is properly administered. In the event that you do not receive the warranty service to which you believe you are entitled under the Emission Control Systems Warranty, or if you need additional assistance or information concerning this warranty, you should contact: Lotus Cars U.S.A. Inc.; at 47584 Galleon Dr., Plymouth, Michigan 48170-2467. If you cannot obtain satisfaction, you may contact: Air Resources Board, Mobile Source Division, 9528 Telstar Avenue, El Monte, CA. 91731.

CALIFORNIA EMISSION PERFORMANCE WARRANTY

7 YEAR/112,00 KM (70,000 MILE) EMISSIONS DEFECTS WARRANTY PARTS LIST

- Assy Fuel Tank (inc pump & clamp)
 - Tank Pressure Sensor
 - Fuel Pump
 - *Pipe Assembly, downpipe to silencer (includes underfloor cat)
 - *Exhaust Manifold Cat Assy, LH
 - *Exhaust Manifold Cat Assy, RH (includes primary heat shield)
 - Throttle Body
 - Fuel Rail Assembly
 - Fuel Injector, high flow (includes 'O' ring)
 - Sensor, crankshaft position
 - Sensor, camshaft position
 - Sensor, knock control (one or both)
 - Thermostat, cooling system
 - *Electronic Control Module (ECM) uncalibrated
 - *Transmission Control Module (TCM)
 - Valve Assembly, Cam timing Control, LH/RH No.1 intake (includes O ring)
 - Valve Assembly, Cam timing Control, LH No.2 Exhaust (includes O ring)
 - Valve Assembly, Cam timing Control, RH No.2 Exhaust (includes O ring)
 - Instrument Pack
 - Clutch potentiometer
 - Intake Manifold
 - Gasket, inlet manifold, LH
 - Gasket, inlet manifold, RH
 - Supercharger Assembly Complete (includes Intercooler, gasket and cover)
 - Main Harness (MT)
 - Main Harness (Auto)
 - Harness, engine (MT)
 - Harness, engine (Auto)
- * Specified Major Emissions Control Component (warranty 8 years / 80K miles)

The information included in this publication for the Canadian market was correct at the time of printing as shown below. Lotus has a policy of continuous product improvement and reserves the right to discontinue or change specification, design or equipment at any time without notice and without incurring any obligation whatsoever relative to the shown in this publication. You should keep in regular contact with your Lotus dealer to ensure that you are kept informed of any technical developments which may improve the specification, performance or safety of your vehicle.