



EMIRA

WARRANTY BOOKLET

NEW VEHICLE WARRANTY

1. Warranty3
 (a) Vehicle3
 (b) Replacement Parts3
2. Intended Purpose3
3. Change of Ownership..... 4
4. Obtaining Repairs..... 4
5. Ownership of Displaced Parts..... 4
6. Exclusions from Warranty Coverage..... 4
7. Obligations of Owners6
8. Loan Cars6
9. Exclusive Remedy6
10. Lotus Retailers and Authorised Repairers7
11. Severability7
12. Adjudication.....7
13. Customer Assistance.....7
14. Warranty Notes.....8

NEW VEHICLE WARRANTY

New Vehicle Warranty

This Warranty is provided by Lotus Cars Limited of Hethel, Norwich, Norfolk, NR14 8EZ, England (Company Registration Number: 00895081) (“the Company”).

IN ADDITION TO THIS WARRANTY CONSUMERS HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS. YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THIS WARRANTY.

This Warranty applies to each new Lotus Emira vehicle sold by the Company or an authorised Lotus Retailer and each new Lotus replacement part for the Lotus Emira supplied by the Company, an authorised Lotus Retailer or authorised repairer.

The Warranty does not apply to certain parts or in certain circumstances which are set out in sections 6 and 7.

Australian Consumer Law Regulations require Lotus to include the following verbatim statement in this handbook:

The benefits conferred under our warranty are in addition to other rights and remedies under a law in relation to the product. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

To claim on these Warranties, the vehicle and this Warranty Book must be delivered by the owner at their expense to a Retail Centre of the LOTUS Official Retail Network and delivery of the vehicle after completion of the repair shall be taken by the owner at their expense at the workshop in question.

Please visit www.simplysportscars.com, for the address details of your nearest authorised Australian LOTUS Retailer Centre. For any questions relating to warranty matters, please contact:

Simply Sports Cars Pty. Ltd ABN 57 130 128 988, trading as LOTUS CARS Australia & New Zealand of 17 Hotham Parade, Artarmon N.S.W. 2064.

Phone Simply Sports Cars; +61 02 8424 7777, who are the authorised importer/distributor of Lotus products in Australia.

1. Warranty (a) Vehicle

The Company warrants each new Lotus to be free from defects in workmanship and materials including body panel and paint finish and fit for its intended purpose as described in the following pages.

The Warranty Period shall commence from the Warranty Registration Date (defined below). Warranty Periods vary dependant upon the model type, model year and territory that the vehicle is originally sold into.

Note: The Warranty period of certain items may differ from that of the main vehicle Warranty (see section 14).

The Warranty Period will be confirmed by your Lotus Retailer prior to purchase. If in doubt please contact Lotus Customer Service Department by email to;

CustomerCare@LotusCars.com

Quoting your vehicle's full 17 digit Vehicle Identification Number (V.I.N.)

The Warranty Registration Date shall be the first occurring of the following dates:

- (1) The date on which the vehicle has covered 65 miles (100 km);
- (2) The first anniversary of the date of delivery of the vehicle to a Lotus Retailer by the Company;
- (3) The date of first registration (road licensing), including registration of vehicles used as demonstrators; or
- (4) The date of delivery of the vehicle to the first retail owner.

(b) Replacement Parts

Any genuine Lotus replacement part is warranted to be free from material defects in workmanship and materials for a period of 24-months from date of purchase by the first retail owner, providing that it is both purchased and fitted by an authorised Lotus Retailer. Parts purchased but that are not Lotus Retailer fitted benefit from a 12-month Parts Warranty period.

Labour charges will be covered by the Parts Warranty only if performed by a Lotus Retailer or authorised repairer.

(c) Corrosion Perforation

The Company warrants that the vehicle's main chassis tub (excluding suspension components and subframes) shall be free from corrosion perforation for a period of 8 years from the Warranty Registration Date.

2. Intended Purpose

Lotus models are designed as road going sports cars. It is recognised that owners may wish to use their cars occasionally on closed circuits or private test track in order to experience the car's full range of dynamic capabilities and indeed the specification of some models has been optimised for such activities. Lotus is pleased to maintain vehicle warranty coverage for any reasonable use in this manner, however if the car is used in competitive events including timed laps or runs or on a commercial basis, or if we feel the product has been abused or misused, Lotus will invalidate the warranty. Also see the safety warnings in the main owner's handbook.

NEW VEHICLE WARRANTY

3. Change of Ownership

This Warranty extends to the original and each subsequent owner of the vehicle within the relevant Warranty Period. Any change of ownership must be notified to the Company before any Warranty claims are submitted. Ask your Lotus Retailer or authorised repairer to notify the Company on your behalf.

4. Obtaining Repairs

All Warranty repairs must be carried out only by a Lotus Retailer or authorised repairer. Authorised repairers may require suitable evidence of eligibility and, in certain circumstances, it will be necessary for them to obtain prior authorisation from the Company before starting the repairs. Please allow a reasonable time for this authorisation to be granted and for the repairs to be performed.

5. Ownership of Displaced Parts

Any items which are replaced under Warranty shall become the property of the Company to the fullest extent allowed under applicable law.

6. Exclusions from Warranty Coverage
(See also Obligations of Owners section 7 and Warranty Notes section 14).

(a) Vehicle Specification/Territory

The obligations of the Company under this Warranty apply only to vehicles which are registered and used in territories in which the original selling Lotus Retailer is authorised by Lotus to operate. The Warranty will not apply in relation to vehicles, which have not been manufactured to the specification appropriate for the territory in which they are used.

(b) Maintenance, Service Items, Wear & Tear

This Warranty does not apply to any deterioration as a consequence of normal wear and tear (also see section 14) or abnormal exposure to the elements, including, but not limited to, airborne contaminants (chemicals, tree sap etc.).

Maintenance and service items are not covered by the Warranty. These include (although this list is not exhaustive):

- (1) Cleaning, polishing or lubrication.
Wheel balancing and wheel or

suspension alignment. Brake, clutch, drive belt or any other normal adjustments;

- (2) Recharging or replacing the battery where the car has not been used for a prolonged period and a battery charger has not been used;
- (3) Repairing, replacing or topping up service items such as lubricants, fluids, spark plugs, wiper blades, filters, belts, hoses, brake pads and linings, clutch components, light bulbs or replacement of damaged glass (see section 14);
- (4) After the first three months of service, replacing or topping up the air conditioner refrigerant;
- (5) Adjustments to body panel fit, hinges and latch strikers, glass position and trim items, may be required occasionally to prevent excessive water ingress, or noise and vibration issues and constitute normal routine maintenance.
- (6) Tyres: The only provided Warranty for tyres is that provided by the tyre supplier.

(c) 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 hire or the loss of time or use of the car.

(d) Accidents and Similar Events

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

(e) Odometer Alteration

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

(f) Parts Not Approved by Lotus

Any Lotus part affected or damaged by the fitment of a non-approved part (including non-specified tyres), will not be covered by this Warranty and

may invalidate the complete vehicle Warranty.

(g) Paint

- (1) If a paint repair is necessary because of an item covered under this 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 vehicle solely for the purpose of paint colour matching will not be covered under the Warranty.
- (2) Damage caused by accidental impact, pressure washing equipment, automatic car washes or normal wear and tear including stone chipping is not covered. Non-approved stickers, badges, labels, decals and/or 'vehicle wraps' are also excluded as are paint issues caused by their fitting and/or removal.

Note: Paint and body damage, regardless of the circumstances and causes, are not covered under the terms of the Lotus vehicle Warranty.

(h) 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.

Note: Even during normal vehicle driving, the fitment of 'race' specification components, such as adjustable suspension dampers and 2-piece floating or 'J' hook grooved patterned discs etc, if fitted will generate additional noise and vibration which should be considered normal.

(i) Leather

When specified, 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 not a defect but the natural maturing of the leather and is not covered under the Warranty.

NEW VEHICLE WARRANTY

(j) Voltage Polarity/Battery

Damage caused by incorrect or reversed polarity connection of the battery during battery re-connection, battery charging, jump starting or any other reason is not covered by this Warranty.

Lithium Battery (if Fitted)

Do not use a charger or battery conditioner specified for lead-acid type batteries. These chargers use methods of charging and safeguarding which are unsuitable for the lithium battery supplied by Lotus. Do not use another vehicle or a power/booster pack to jump start your Lotus as this can irreparably damage sensitive components within the lithium battery. Damage caused to the lithium battery or any other of the vehicles electronic components by attempting a jump starting procedure will not be covered by the Warranty.

(k) Salvage Title or Total Loss

This Warranty does not cover any vehicle which can no longer be used on the road because it has only salvage value or has been declared as an insurance write off due to an accident or damage.

7. Obligations of Owners

The Company has no obligation under this Warranty if owners fail to properly use and maintain the vehicle. This includes but is not limited to the following circumstances:

- If the vehicle has not been driven in accordance with the driving and ‘running-in’ instructions detailed in the Owner’s Handbook;
- If the maintenance services and maintenance instructions specified in the Owner’s Handbook and the Maintenance Schedule are not performed at the prescribed intervals. Owners must keep accurate records of servicing and maintenance in order for any Warranty claim to be considered;
- If the vehicle is used for commercial service, or used in competitive events including timed laps or runs or on a commercial basis, or if we feel the product has been abused or misused, Lotus will invalidate the warranty
- If failure or malfunction of the vehicle or of any warranted part, component or assembly results from an accident

or by chemical substance, fire, or salvage; or

- If failure or malfunction is caused by misuse, abuse or negligence, including, but not limited to, exceeding the engine speed limit by premature or incorrect gear changing, or where the vehicle is driven on road surfaces which have not been maintained to a standard to allow regular vehicle traffic, or by performance of service, repair, alteration or modification of the vehicle other than in accordance with the recommended servicing and repair procedures of the Company, or; by fitting of a part, assembly, accessory or component not conforming to Lotus specifications.

8. Loan Cars

The Company is not responsible for providing a loan car during the repairs. The provision of a loan car should be discussed with the Lotus Retailer and authorised repairer.

9. Exclusive Remedy

The obligations of the Company under the Warranty are limited to repair or, at the Company’s option, replacement

with a new or re-manufactured unit, of any part, assembly or component determined to be defective in material or workmanship during the applicable Warranty Period, without charge for parts or labour, which shall be the exclusive remedy under this Warranty. All other obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be excluded to the fullest extent permitted by law.

- This Warranty is the only express Warranty given by the Company applicable to the Lotus Emira and its replacement parts. Any and all other express warranties, representations, promises or statements shall be of no force or effect as regards the Company.
- Customer's statutory rights when dealing as a consumer are not affected.
- No person is authorised to change or modify this Warranty or to create any other Warranty obligations on behalf of the Company, and under no circumstances may this Warranty be changed or modified orally.

10. Lotus Retailers and Authorised Repairers

Lotus Retailers and authorised repairers are independent companies which are not owned or operated by, or affiliated to the Company and are not authorised to act as agents of the Company.

11. Severability

If any provision of this Warranty is declared or made ineffective or unenforceable to any extent by law, adjudication or otherwise, the provision will to that extent only be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

12. Adjudication

If a Lotus authorised repairer is not satisfied that a repair is due to a defect in either materials or workmanship, the authorised repairer will charge in respect of repair. The authorised repairer will then submit a claim to the Company for adjudication. The claim will be processed by the Company as quickly as possible. If the Company reasonably considers that the repair was due to a defect in either materials

or workmanship, the cost of the repairs will be reimbursed by the Company via the authorised repairer.

13. Customer Assistance

In order to obtain performance of any obligation under this Warranty, take your Lotus Emira to any official Lotus Retailer or authorised repairer as they are required and authorised by the Company to perform Warranty repairs.

If you are unhappy with work performed on your car, speak first with the Service Manager and then, if necessary, with the General Manager or owner. If you still cannot resolve a problem, then:

Email

CustomerCare@LotusCars.com

Call

+44 (0) 3300 948 047

Chat

Via the chat button on the Lotus website.

NEW VEHICLE WARRANTY

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

- Year/model of your vehicle;
- The vehicle identification number (see Owner's Handbook for location of V.I.N.);
- Date of purchase of your vehicle;
- Name of Retailer(s) from whom you purchased your vehicle and where you have it serviced.

The Company is anxious to ensure each customer's continued satisfaction throughout their ownership of the vehicle.

14. Warranty Notes

Wear & Tear

Depending on the operating conditions and the owner's driving style and habits, abnormal wear and tear or damage of components may occur. The costs of rectification of any faults generated in this way are considered to be the owner's responsibility.

'Race' Specification Components

The expected service life of these components; such as adjustable

suspension dampers and 2-piece floating or 'J' hook grooved patterned discs etc., will be reduced as compared to their equivalent standard components and therefore their replacement due to normal wear and tear is also not covered under the terms of the Warranty.

Diamond Cut Style Wheels

Lotus warrants that the paint finish of diamond cut style wheels will be free from defects in material and workmanship for a period of 12 months or 12,000 miles (20,000 km) from the beginning of Warranty Registration Date. Note: Damage to the wheel or paint finish from accidental kerbing or stone chipping are not included within this Warranty period.

Paint Finish

The paint finish is extremely resistant to all normal forms of atmospheric attack. Refer to the paint care maintenance procedure provided within the 'Servicing and Maintenance' section of the main owner's handbook for further information.

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 12,000 miles (20,000 km), 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 demonstrator or otherwise.

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. Refer to the 'Soft Feel' Paint Finish cleaning and maintenance procedure provided within the 'Servicing and Maintenance' section of the main owner's handbook for further information.

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.

NOTE: Lotus does not recommend any fuel additives.

Travelling Abroad

Before travelling abroad, ensure that adequate insurance and breakdown provision are arranged and obtain the contact numbers of relevant Lotus Retailers / authorised repairers, see:

www.lotuscars.com

Warranty repairs will be performed without charge for parts and labour but proof of vehicle Warranty and service record will be required.

This Warranty does not affect the statutory rights of the owner.

The information included in this publication for the applicable APAC Countries 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.