

Bama Performance provides high quality Custom Tunes for Mustang owners and enthusiasts. The Custom Tunes are specifically designed for your individual vehicle by our trained and knowledgeable technicians. Our staff is available to make sure your Custom Tunes are properly delivered to you ready for use with your vehicle and to insure that you are able to successfully and properly load the Custom Tunes. Bama Performance is a leader in the industry for Customs Tunes and provides this Limited Warranty to its valued customers who purchase Bama Performance Custom Tunes.

# BAMA PERFORMANCE LIMITED WARRANTY FOR BAMA PERFORMANCE CUSTOM TUNES

## What Does This Warranty Cover?

This Limited Warranty covers the below-specified engine parts and components in the event that a Bama Performance Custom Tune included with the purchase of Bama Tune Files – Free Tunes for Life Program Enrollment (SKU 38050) (hereafter "Specified Bama Tunes") and used only with 2011, 2012 and 2013 Ford Mustang GT 5.0L vehicles equipped with original equipment (OE) 4-valve DOHC (Dual Over-head Cams) Ti-VCT (Twin Independent Variable Cam Timing) 5.0L (4951 cc, 302 cid) V8 engines (hereafter referred to as "the Engine"), directly causes damage to cylinder 8 of the Engine, which is defined as the cylinder 8 piston and/or piston ring breaking or exhibiting signs of severe pre-ignition, resulting in low compression (hereafter "Cylinder 8 Damage"), which then directly results in damage to any Covered Component.

# **Covered Components**

The specific engine parts and components covered under this Limited Warranty, subject to the maximum liability limits identified below, include the following: engine block, crankshaft, connecting rods, pistons, piston rings, piston pins, rod bearings, main bearings, piston cooling jets, oil pump, timing chains, timing chain guides, timing chain tensioners, cylinder heads, camshafts, valve or lash adjusters, followers, intake valves, exhaust valves, valve springs, valve stem seals, variable cam phasers, variable cam gears, spark plugs, engine gaskets, hardware and fasteners (hereafter "Covered Components").

Coverage under this Limited Warranty applies only to the original purchaser, and this Limited Warranty cannot be transferred or assigned to anyone.

# **How Long Does The Coverage Last?**

This Limited Warranty starts on the date of purchase of the Specified Bama Tunes and continues for the remaining portion of the 3 years or 36,000 miles, whichever occurs first, of the manufacturer's new vehicle limited warranty.

#### What Will Bama Performance Do?

If damage to a Covered Component is not covered under any other applicable warranty, and it is established that the Specified Bama Tunes directly caused Cylinder 8 Damage, as defined above, which then directly resulted in damage to any Covered Component of your vehicle, Bama Performance will repair or replace (at Bama Performance's option) the Engine up to a maximum liability of Eight Thousand Dollars (\$8,000.00) based on reasonable industry standards for the cost of parts and labor. After Bama Performance has paid the amount of maximum liability for a claim under this Limited Warranty, the Limited Warranty will lapse, and Bama Performance is not responsible for any further claims or coverage under the Limited Warranty.

## What Does This Warranty Not Cover?

This Limited Warranty does not cover the following: any defects in or damages caused by the tuning hardware itself; damage caused by improper use or installation of Bama Performance Custom Tunes; any normal wear or tear on the Engine; damage caused by misuse or improper maintenance of the vehicle; damage caused by the use of any fuel other than the octane rating specified by the applicable Bama Performance Custom Tune; or Bama Performance Custom Tunes loaded in vehicles registered and/or usually operated outside the United States or Canada. This Limited Warranty is VOID and Bama Performance will not consider or be responsible for any warranty claims in the event that: 1) the vehicle is equipped with any supercharger systems, turbocharger systems and/or nitrous systems; or 2) the vehicle is loaded with custom tunes other than Bama Performance Custom Tunes, "Strategy" or "Pre-Loaded" tunes from aftermarket tuning hardware manufacturers, versions of the Bama Performance Custom Tunes that have been modified in any way. Incidental or consequential damages are also not recoverable under this Limited Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. Bama Performance is not responsible for any time for which you may lose the use of your vehicle, any inconvenience you might be caused, the loss of your transportation or any part thereof, or any charges for towing, shipping, storage or rental replacement vehicles.

### **How Do You Get Service?**

If you are considering submitting a warranty claim under this Limited Warranty, contact Bama Performance at **888-226-9764** or e-mail us at **warranty@bamaperformance.com**. We will provide you with a claim form that must be completed and submitted with a copy of your proof of purchase for your Specified Bama Tunes. Prior to making any determination on a warranty claim, Bama Performance may require, at its option, that you allow its representatives to inspect the vehicle and/or that you deliver to Bama Performance the Powertrain Control Module ("PCM") from the vehicle.

# **How Does State Law Apply?**

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



Bama Performance 7 Lee Boulevard Malvern, PA 19355