

# ProCharger Superchargers Limited Powertrain Warranty

Effective Date: March 11, 2024

## TERMS USED IN THIS WARRANTY DOCUMENT:

1. The ProCharger Superchargers Limited Powertrain Warranty may be referred to as (“Warranty”, “this Warranty” or “the Warranty”).
2. ProCharger Superchargers, a division of Accessible Technologies, Inc., may be referred to as (“ProCharger”).
3. Pinnacle Protect may be referred to as (“Pinnacle”, “We”, or “Us”).
4. The person covered by this warranty, having accepted the terms and fulfilled all obligations found in this Warranty, may be referred to as (“You” or “Your”).
5. An eligible ProCharger Superchargers system, listed in Attachment A to this limited warranty, may be referred to as (“Eligible System” or “the Eligible System”).

### 1. ELIGIBILITY

In order for a vehicle to be eligible for the ProCharger Superchargers Limited Powertrain Warranty, all of the below conditions must be met:

1. The vehicle must have less than 36,000 miles recorded on the vehicle’s original odometer;
2. The eligible ProCharger Superchargers system must be installed within 3 years of the vehicle’s original in-service date as determined by the vehicle’s manufacturer (by using tools including, but not limited to, OASIS, GMVIS, and Dealer Connect);
3. The vehicle must be equipped with an eligible ProCharger Superchargers system, as listed in Attachment A to this Warranty;
4. The Eligible System must be purchased by You and installed as a **complete system**, including all ProCharger-supplied components and the ProCharger-supplied calibration;
5. The vehicle on which the Eligible System is installed must be the first and only vehicle on which the Eligible System has been installed;
6. The vehicle on which the Eligible System is installed must be legally owned and registered by You;
7. The Eligible System must be installed according to the installation instructions provided by ProCharger;

8. The Eligible System must be installed by a certified new car dealership, a ProCharger dealer, or by an automotive service technician certified by the Institute for Automotive Service Excellence (ASE) as an automotive repair facility with a valid business license;
9. You must provide Us with a completed Warranty application, including all required documentation and payment of Warranty fees, within thirty (30) days of the Eligible System installation date (as stated on Your installation invoice);  
and
10. Any additional terms, depending on Your vehicle and Eligible System, found in an Addendum that We will provide to You, must be met.

## **2. TERM**

The warranty term shall be 36 months or 36,000 miles, whichever occurs first. The term of months shall be determined from the original in-service date of the vehicle on which the Eligible System has been installed. This in-service date shall be determined by the vehicle manufacturer, using tools including, but not limited to OASIS, GMVIS, and Dealer Connect. Mileage shall be measured from ZERO (0) on the vehicle's original odometer. Any evidence of odometer tampering shall render this Warranty null and void. The coverage under this Warranty shall only become effective provided You submit a completed Warranty application and all required documentation within thirty (30) days of the Eligible System installation date (as stated on Your installation invoice).

## **3. WARRANTY ACTIVATION**

To activate the coverage under this warranty, You must submit to Us:

1. A completed registration form;
2. A scanned copy of Your paid purchase receipt for an Eligible System;
3. A scanned copy of Your paid installation receipt for an Eligible System, if it is separate from Your Eligible System purchase receipt, which shall include Your vehicle identification number (VIN) and mileage recorded on the vehicle's odometer at the time of installation;
4. Payment of the Warranty registration fee, enumerated on the registration form;  
and
5. Any other requisite items and/or requirements enumerated on an Addendum We will provide to You, depending on Your vehicle and Eligible System.

These items listed above must be received within thirty (30) days of the purchase date of the Eligible System.

#### **4. WARRANTY COVERAGE**

This warranty is secondary to all other warranties and any manufacturers' recall or Technical Service Bulletin ("TSB") that may be in effect. You may be required to submit evidence of manufacturer coverage denial before submitting a claim for coverage under this Warranty.

Pinnacle Protect's maximum liability per covered vehicle over the term of this Warranty is limited to Sixteen Thousand Five Hundred Dollars (\$16,500), which represents the total of the individual component group's liability as follows: Engine components are covered to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500); transmission components are covered to a maximum of Two Thousand Five Hundred Dollars (\$2,500); and rear axle components are covered to a maximum of One Thousand Five Hundred Dollars (\$1,500).

A replacement part or component(s) that has been installed in accordance with Our instructions, assumes the remaining warranty of the original (replaced) part or component(s). If a part or component(s) is/are exchanged, the replacement becomes Your property and the returned part or component(s) becomes Pinnacle's property. Component(s) provided by Pinnacle to fulfill our Warranty obligation must be used on the vehicle for which Warranty service is claimed. Only original equipment (OE) and ProCharger-supplied parts and components are covered by this warranty. Only original equipment (OE), or equivalent as described below, and ProCharger parts and components will be provided or paid for under the terms of this Warranty.

##### **1. Engine Components:**

**Covered:** Pistons, piston rings, piston pins, crankshaft, and bearings, connecting rods and bearings, camshafts and bearings, timing chain and gears, intake/exhaust valves and seals, valve springs, oil pump, push rods, rocker arms, rocker arm shafts, lifters, and Eligible System components up to the maximum limit of Twelve Thousand Five Hundred Dollars (\$12,500). If a failure of any of the above parts damages either the engine block or cylinder heads, a long block assembly of quality not less than equivalent to the one damaged (which may be remanufactured or used) will be provided subject to the maximum limit of liability applicable.

**Non-Covered:** Any engine components not specifically listed, including but not limited to, factory electrical components, seals and/or gaskets (except cylinder head gaskets), finish on supercharger; or any parts, filters, fluids etc., that are required to be replaced as a part of Your vehicle's normal maintenance schedule as published by the manufacturer.

## **2. Transmission Components:**

**Covered:** All internally lubricated parts within the transmission, including the torque converter, oil pump, governor, bands, drums, planetaries, shaft(s), sprag(s), bearings, shift rail(s), fork(s), and synchronizers to the maximum limit of Two Thousand Five Hundred Dollars (\$2,500).

**Non-Covered:** Failure of related parts external to the transmission which may cause a transmission claim including, but not limited to: electrical components; seals and/or gaskets; transmission coolers; levers; controls; or any parts, filters, fluids, etc., that are required to be replaced as a part of Your vehicle's normal maintenance schedule as published by the manufacturer.

## **3. Rear Axle Components:**

**Covered:** Rear axle, ring gear, drive pinion, pinion shaft, differential, side gears, bearings, bearing cap, washers, slinger, axle shaft(s), housing and housing cover up to the maximum limit of One Thousand Five Hundred Dollars (\$1,500).

**Non-Covered:** Seals and/or gaskets; or any parts, filters, fluids etc., that are required to be replaced as a part of Your vehicle's normal maintenance schedule as published by the manufacturer.

## **5. WARRANTY DISCLAIMER, EXCLUSIONS, AND LIMITATIONS**

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY LAW, PINNACLE PROTECT SPECIFICALLY DISCLAIMS ALL EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF PINNACLE PROTECT CANNOT LAWFULLY DISCLAIM ANY STATUTORY OR IMPLIED WARRANTIES THEN TO

THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD AND THE WARRANTY COVERAGE DESCRIBED HEREIN.

This Warranty covers defects in ProCharger's materials and/or workmanship as well as damage to factory equipment not covered by the vehicle's factory warranty if it is deemed the damage was a direct result of defects in the materials and/or workmanship of the installed Eligible System, up to the aggregate limit of liability described above. Even if damage occurs, this Warranty shall be rendered **null and void and all Warranty claims will be denied** if the damage is related to or arises from non-intended use, including but not limited to:

1. Use in an application that is inconsistent with the application stated in the ProCharger Applications and Price Guide, (e.g., Ford Mustang system used on a Ford F-150);
2. Use of any components or assemblies that are modified from or substituted for original items or items supplied by ProCharger in the Eligible System (e.g., drive pulleys, fuel injectors, air filters, intercooler, etc.);
3. Use of incorrect or contaminated fluids;
4. Use of non-approved engine modifications (e.g., oversize crank pulley, aftermarket camshaft, aftermarket or undersize supercharger pulley, etc.);
5. Use of methanol, alcohol, nitrous oxide, or any supplemental fueling systems;
6. Use of the vehicle in any form of racing or for performance competition purposes;
7. Use of fuel with octane rating less than 91 octane ((R+M)/2 method) or 93 octane, if specified, depending on Your Eligible System;
8. Use of any improper fuel (e.g. using E85 fuel or a derivative blend with a pump gas calibration);
9. Improper installation;
10. Abnormal operation, abuse, or neglect;
11. Lack of maintenance or lack of fluids;
12. Damage resulting from a collision. The vehicle owner is responsible for ensuring no further damage occurs once a problem has occurred. Operation of such an impaired vehicle will void this Warranty;
13. Damage resulting from the operation of the vehicle after a technical problem has occurred;
14. Covered components being tampered with or altered from factory specifications (as provided either by the vehicle's original manufacturer or ProCharger) including, but not limited to, the removal of the supercharger drive pulley and/or

- pulley cap, for any reason, or any alteration to or replacement of the ProCharger-supplied calibration;
15. Failure to perform normal maintenance and/or service recommended or required by the vehicle's manufacturer's maintenance schedule for Your vehicle, or by ProCharger, as applicable;
  16. Presence of any damage caused by any gradual reduction in operating performance (wear & tear); and/or
  17. General abuse related to overloading, overdriving, PCM recalibration except as provided by ProCharger, misuse, negligence, road conditions, use of unapproved tire size and/or tire compound, and installation of other non-ProCharger approved modifications.

PROCHARGER APPROVED MODIFICATIONS ARE LIMITED TO THE FOLLOWING:

1. Exhaust modifications after the catalytic converter (referred to as cat-back or post-cat); and/or
2. Wheel and tire modifications that are within fifteen percent (15%) of OEM or factory equipped size, provided that the tires are one hundred percent (100%) street compound

OTHER EXCLUSIONS:

Not covered are:

1. Fluids, lubricants, refrigerants, filters, or fasteners unless required in connection with the repair or replacement of covered parts under the terms of this Warranty;
2. Shop supplies, materials charges, hazardous waste charges, storage charges, or other miscellaneous shop charges;
3. Any damages to the vehicle or the ProCharger Eligible System during the installation procedure;
4. Any damages from participating in or preparation of the vehicle for off-road use and/or racing use, on a track or otherwise;
5. Any damages from fires, flood, riots, acts of war or terrorism, theft, vandalism, natural disasters and acts of god;
6. Physical damage caused by the vehicle; and
7. Any form of consequential damage.

## 6. OBTAINING WARRANTY SERVICE

When You present Us with a valid, properly documented warranty claim during the Warranty term, We will replace or repair the defective or damaged component(s) covered by this warranty up to the maximum limits provided or paid for.

1. If You suspect a warranted component has failed, or if a warranted component has failed, please contact Us immediately.
2. Prevent further damage – You should use all reasonable means and precautions to protect Your vehicle from further damage. This Warranty will not cover damage caused by operating a damaged item and not securing a timely repair of the failed component.
3. You may take Your vehicle to any license repair facility, provided they are a certified new car dealership, a ProCharger dealer, or an automotive service technician certified by the Institute for Automotive Service Excellence (ASE). We reserve the right to move the vehicle to a repair facility of Our choice.
4. Instruct the repair facility that they must obtain an authorization number from Us prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts require prior approval. We reserve the right to inspect any component prior to claim approval.
5. You must authorize the repair facility to remove the component for inspection and return it to Us before We will authorize repair or replacement of a failed component covered by this Warranty. Products being returned must be clearly identified with a Return Authorization number. Warranty items must be properly packaged to prevent damage during shipping. If a thorough evaluation of the product indicates defects in workmanship or material, We will authorize repairs according to the Warranty. If the failed component is not covered under this Warranty, the tear down and subsequent replacement costs will be solely Your responsibility.
6. After You contact Us, please review with the repair facility the components that will be covered for this claim.
7. A certified new car dealership, a ProCharger dealer, or an automotive service technician certified by the Institute for Automotive Service Excellence (ASE) must complete the repair and/or replacement of failed components, as specified in the Warranty Coverage section, during the term of this warranty, provided You adhere to and comply with all Warranty requirements.
8. In determining what charges are authorized and acceptable and reimbursable, We base labor rates on the reasonable hourly rates ordinarily and customarily

charged in the region but in no event more than \$175 per hour and bases the allowed times for repair or replacement services on All-Data labor time guides.

9. We reserve the right to provide the warranted part, or pay the repair facility directly, or reimburse You for the cost of authorized repairs performed on Your vehicle, or a combination of the above.
10. All repair orders and necessary documentation must be submitted to Us within thirty (30) days of completion of the repair to qualify for payment.

## **7. OUR OBLIGATIONS AND RIGHTS**

We are obligated under the terms of this Warranty to review, process, investigate, and pay all valid claims in a timely manner.

We are conferred with the below enumerated rights under the terms of this Warranty:

1. We reserve the right to request additional information and/or documentation prior to registering Your Warranty;
2. We reserve the right to request additional information and/or documentation in order to process, investigate, and resolve any claims You may submit under the terms of this Warranty, including but not limited to photographs, videos, maintenance records, receipts, datalogs, etc.;
3. We reserve the right to move the vehicle to the repair facility of our choice, provided they are a certified new car dealership, a ProCharger dealer, or an automotive service technician certified by the Institute for Automotive Service Excellence (ASE), to request a second inspection and/or diagnostics of Your vehicle;
4. We reserve the right to deny claims You may present to Us under the terms of this Warranty due to failure to comply with any terms contained within this Warranty; and
5. We reserve the right to provide parts and/or components necessary to complete any repair to Your vehicle as part of an approved claim under the terms of this Warranty, and that those parts may be of Like Kind and Quality ("LKQ"), refurbished, renewed, rebuilt, remanufactured, or new condition.

## **8. YOUR OBLIGATIONS AND RIGHTS**

You are obligated under the terms of this Warranty to:



1. Complete the Warranty registration and provide all required documentation within thirty (30) days of the Eligible System purchase date;
2. Maintain Your vehicle according to the original manufacturer's recommended service intervals;
3. Maintain Your Eligible System supercharger unit according to ProCharger's recommended service intervals;
4. In the event of a part or component failure, prevent further damage to the vehicle;
5. Document and file any and all claims in a timely manner;
6. If requested to do so, provide any additional information or documentation We may request;
7. Obtain prior authorization from Us prior to incurring charges covered under this Warranty;
8. Bear any diagnostic, tear-down, repair, and/or replacement component costs deemed to not be covered under this Warranty; and
9. Adhere to and comply with all other relevant requirements, as set forth elsewhere in this Warranty and/or in an addendum We will provide to You, in order to activate and maintain Warranty coverage.

You are conferred with the below enumerated rights under the terms of this Warranty:

1. You have the right to select the repair facility of Your choice for a preliminary inspection and/or diagnostics for the purposes of filing a claim under the terms of this Warranty, provided they are a certified new car dealership, a ProCharger dealer, or an automotive service technician certified by the Institute for Automotive Service Excellence (ASE), and subject to Our right to seek another inspection and/or diagnostics; and
2. You have the right to receive timely resolution and payment of all valid claims.

## **9. TRANSFERABILITY**

This Warranty is not transferable to any subsequent owner of the vehicle on which the Eligible System is installed, or to any other vehicle on which the Eligible System is installed.

## **10. CONSUMER PROTECTION LAWS AND GOVERNING LAW**

This warranty is valid only in the United States. Some states do not allow the exclusion or limitation of certain damages or the duration of implied warranties or conditions 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 that vary by state or province. The laws of the state of Kansas will govern this warranty. Any action brought to enforce or interpret this warranty shall occur only in a court of the State of Kansas, County of Johnson, or in U.S. District Court for the District of Kansas.

#### **11. MISCELLANEOUS**

Neither a ProCharger dealer or its employee, nor any employee of ProCharger is authorized to make any modification, extension, or addition to this Warranty. We reserve the right to modify this limited Warranty at any time. However, any such modification will not alter the Warranty conditions applicable at the time of sale.

#### **CONTACT INFORMATION**

Pinnacle Protect  
Attn: ProCharger Warranty Department  
100 Shoreline Hwy, Building B Suite 100  
Mill Valley, CA 94941  
[warranty@pinnacleprotect.net](mailto:warranty@pinnacleprotect.net)  
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