

# LIMITED WARRANTY

## INFORMATION SCHEDULE

### CUSTOMER INFORMATION

WARRANTY HOLDER NAME		CO-WARRANTY HOLDER NAME	
STREET		CITY, STATE, ZIP CODE	
HOME PHONE	CELL PHONE	HOME PHONE	CELL PHONE
E-MAIL ADDRESS		E-MAIL ADDRESS	

### VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN)	CURRENT ODOMETER READING	<input type="checkbox"/> NEW <input checked="" type="checkbox"/> PRE-OWNED <input type="checkbox"/> CERTIFIED PRE-OWNED
YEAR		

### SELLING DEALER INFORMATION

DEALER NAME	Buyavette	PHONE	
STREET	3762 Dekalb Technology Pkwy	CITY, STATE, ZIP CODE	ATLANTA, GA 30340

### LIENHOLDER INFORMATION

NAME	PHONE
STREET	CITY, STATE, ZIP CODE

### WARRANTY INFORMATION

WARRANTY TERM: 24 MONTHS FROM LIMITED WARRANTY START DATE	50,000 MILES FROM CURRENT ODOMETER READING	LIMITED WARRANTY START DATE: 8/18/2023	MAXIMUM LIMIT OF LIABILITY: \$2,500
APPLICABLE COVERAGES: <input type="checkbox"/> 4X4/AWD <input type="checkbox"/> DIESEL <input type="checkbox"/> TURBO/SUPERCHARGED		DEDUCTIBLE: \$100.00	

### WARRANTY HOLDER ACKNOWLEDGEMENT AND AGREEMENT

I, as holder of this Limited Warranty, understand, acknowledge, and agree to the following:

- I am receiving this Limited Warranty at no additional cost.
- I understand that this Limited Warranty is contingent upon satisfactory provision of proof of ownership or leasing of the **Vehicle** by me upon request.
- If the **Vehicle** experiences a **Breakdown**, I understand that I must contact the **Administrator** for instructions and receive authorization before any work is completed on the **Vehicle**, including, but not limited to, any diagnostic work. The **Warrantor** reserves the right to inspect the **Vehicle** in its original condition at the time of the **Breakdown**. Therefore, any and all work done without prior authorization from the **Warrantor** or **Administrator** will result in denial of coverage and will not be reimbursed or otherwise paid by the **Warrantor** unless the Emergency Repair Process is followed. I understand that the **Warrantor** may require me to return the **Vehicle** to the **Warrantor** or one of the **Warrantor's** preferred **Repair Facilities** when the **Vehicle** experiences a **Breakdown**.
- I am responsible for payment of the **Deductible** set forth above and satisfaction of the maintenance and inspection requirements, as well as my responsibilities as set forth in this Limited Warranty.
- This Limited Warranty runs concurrent with, and is secondary to, any applicable **Warranty** or such other coverage for the full duration thereof. If the **Warranty** has been declared void, this Limited Warranty does not provide coverage that would have been included thereunder until the end of what would have been the full duration of the **Warranty**. The benefits provided under dealer **Warranties** required by state law are not covered by this Limited Warranty.
- **Selling Dealer** has provided me with a document evidencing the issuance of this Limited Warranty and a copy of this Limited Warranty.
- This Limited Warranty will be governed by the laws of the state in which this Limited Warranty was issued without regard to the conflict of laws rules thereof.
- This Limited Warranty is not an insurance policy.
- This Limited Warranty has no cash value and is not reimburseable or refundable.
- This Limited Warranty is issued by the **Warrantor** and constitutes the entire agreement between the **Warrantor** and me. This Limited Warranty supersedes any oral or written statements made to me with regard to the type or amount of coverage to which I am entitled. I understand that no individual has the authority to change, amend, waive, or otherwise modify any terms of this Limited Warranty. I have read this Limited Warranty in its entirety and understand and accept all of the terms and conditions set forth herein, including, but not limited to, the coverage and General Provisions.
- I understand that this Limited Warranty contains an **ARBITRATION** provision and any disputes arising out of this Limited Warranty are subject to arbitration as explained in **SECTION 8 – GENERAL PROVISIONS – 9. ARBITRATION PROVISION** herein. I have read this provision carefully and understand that it limits certain rights I may have, including a right to obtain relief through court, right to a trial by jury, and a right to pursue claims on a class or collection basis.
- The information I provided is true and accurate to the best of my knowledge. I have received and read pages one (1) through seven (7) of this Limited Warranty and understand and agree that it constitutes the entire agreement between the Warrantor and me.

I read, understand, and agree to the coverages, terms, and conditions of this Limited Warranty.

8/18/2023

8/18/2023

8/18/2023

DATE

CO-WARRANTY HOLDER

DATE

DEALER'S REPRESENTATIVE

DATE

## **LIMITED WARRANTY**

This Limited Warranty is not an insurance policy; it is a Limited Warranty issued to **You** by the **Warrantor**. Obligations of the **Provider** under this Limited Warranty are backed by the full faith and credit of the **Warrantor**. All obligations and liabilities for repairs covered by this Limited Warranty are those of the **Warrantor** and not the **Administrator**, which administers this Limited Warranty for the **Warrantor**. This agreement describes the coverage **You** will have under this Limited Warranty. Subject to all of the terms and conditions of this Limited Warranty, **We** agree to provide **You** with the following:

### **1 - DEFINITIONS**

The following capitalized, bolded terms shall have the meanings indicated below. Additional terms may apply throughout.

“**Warrantor**,” “**We**,” “**Us**,” and “**Our**” means the **Selling Dealer** set forth on the Information Schedule.

“**Administrator**” means

“**Breakdown**” means the failure of any **Covered Part** to perform its intended function(s) in normal service as a result of defects in material or workmanship, providing the **Vehicle** has received all scheduled maintenance as recommended by the manufacturer in the Owner’s Manual and all other terms and conditions of this Limited Warranty have been satisfied. **Breakdown** does not include the gradual reduction in operating performance caused by **Normal Wear and Tear** where a failure has not occurred.

“**Cost**” means the reasonable and customary charges for parts and labor up to the **Labor Rate**, necessary to repair or replace **Covered Parts**. In no event shall the **Warrantor** pay out a **Cost** that exceeds the manufacturer’s suggested retail price (“MSRP”) for parts and labor allowances derived from nationally recognized publications, or as otherwise stated herein.

“**Covered Parts**” means only those items specifically listed in this Limited Warranty under SECTION 2 – WHAT THIS LIMITED WARRANTY COVERS.

“**Covered Repair**” means the repair or replacement of a **Covered Part** that has failed as a result of a **Breakdown** and is approved by the **Administrator** in advance pursuant to the terms of this Limited Warranty. **At the Administrator’s option, replacement parts used to complete Covered Repairs may include new, remanufactured, used, rebuilt, exchanged, or serviceable used components or non-OEM parts.**

“**Deductible**” means the amount that **You** are required to and agree to pay toward the total **Cost** of the repair or replacement of a **Covered Part** as determined by the **Coverage** and **Deductible** amount identified on the Information Schedule. Each **Covered Repair** is subject to payment of the **Deductible** by **You**. If the Information Schedule indicates that a **Disappearing Deductible** is available, the **Deductible** will be waived if **Covered Repairs** are performed by the **Selling Dealer**.

“**Labor Rate**” means the lesser of: (i) such rates derived from nationally recognized labor time publications; or (ii) N/A (if any).

“**Limited Warranty Start Date**” means the date **You** purchased or leased the **Vehicle** and were provided this Limited Warranty as identified on the Information Schedule.

“**Miles**” means the number of miles identified on the Information Schedule in relation to the **Term**.

“**Months**” means the number of months identified on the Information Schedule in relation to the **Term**.

“**Normal Wear and Tear**” means the natural and inherent wear characteristics of and to the **Vehicle** and its individual parts. Gradual reduction in operating performance due to **Normal Wear and Tear** is not considered a **Breakdown** and no such coverage will be provided.

“**Repair Facility**” means a franchised automobile dealer or licensed **Repair Facility** that provides a written parts and labor guarantee for **Covered Repairs** of not less than six (6) months and six thousand (6,000) miles. Repairs performed by

any facility must receive **Administrator** authorization prior to beginning repairs.

“**Selling Dealer**” means the dealer from whom **You** received this Limited Warranty as identified on the Information Schedule.

“**Term**” means the **Months** and **Miles** shown on the Information Schedule calculated in accordance with SECTION 8 – GENERAL PROVISIONS – 1. Limited Warranty Term.

“**Tie Back Area**” means 50 Miles (if any) miles from the **Selling Dealer’s** location(s). If a **Breakdown** occurs within the **Tie Back Area**, the **Warrantor** reserves the right to require **You** to return the **Vehicle** to one of the **Warrantor’s** preferred **Repair Facilities**.

“**Vehicle**” means the covered **Vehicle** identified on the Information Schedule.

“**Warranty**” means any warranty of the manufacturer, state required warranty, dealer warranty, or a **Repair Facility** guarantee.

“**You**” and “**Your**” means the Warranty Holder identified on the Information Schedule.

### **2 - WHAT THIS LIMITED WARRANTY COVERS**

For the **Term** hereof, **We** agree to pay, or in **Our** sole discretion, reimburse **You** the **Cost** to repair or replace the following **Covered Parts**, as applicable, when a **Breakdown** arises out of the normal use of the **Vehicle**, less **Your Deductible**, if any. **Our** obligation to make such payment is contingent upon the **Administrator’s** authorization of **Covered Repairs** prior to the commencement of work and the repairs not being otherwise covered under a **Warranty**. Parts not listed as covered are not covered, regardless of failure.

#### **POWERTRAIN COVERAGE**

##### **ENGINE**

**Gasoline Engine:** Cylinder block and all internally lubricated parts including crankshaft, rod and main bearings, cam bearings, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms, pushrods, timing chain and sprockets, timing chain housing, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pump, oil pump housing, and oil pump pressure relief valve, oil pan, engine oil cooler, oil filter adapter/housing, engine oil sending unit, thermostat and housing, water pump, temperature sending unit, expansion plugs, fuel supply pump, vacuum pump, dipstick and tube, and fasteners for these components.

**Diesel Engine:** Fuel distributor, fuel injection pump, fuel regulator, and injectors. The auxiliary fuel pump is excluded.

**Turbocharged/Supercharged Engines (Manufacturer installed only):** Turbocharger, supercharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, and lines and nozzles.

##### **TRANSMISSION**

**Automatic:** Case and all internally lubricated parts, including oil pump, valve body, torque converter, governor, main shaft, input/output shafts, clutches, bands, drums, gear sets, bearings, bushings, and solenoids, TV cable, electronic shift control unit, computer operated clutch, cooler, dipstick and tube, and fasteners for these components.

**Standard (Manual):** Case and all internally lubricated parts, including the main shaft, input/output shafts, gear sets, shift forks, synchronizers, bearings, and bushings, shift linkage and cables, and fasteners for these components.

##### **DRIVETRAIN**

**Front Wheel Drive:** Final drive housing and all internally lubricated parts, including carrier case, gear sets, chain and sprockets, bearings, and bushings, axle shafts, front hub bearings, rear hub bearings, locking hub assemblies (4x4), drive shaft support, drive shaft, and fasteners for these components.

**Rear Wheel Drive:** Drive axle housing and all internally lubricated parts, including carrier case, gear sets, bearings, bushings, and limited slip clutch pack, axle shafts, front hub bearings, rear hub bearings, drive shaft support, drive shaft, and fasteners for these components.

Transfer Case - 4x4/AWD Vehicles: Case and all internally lubricated parts, including main shaft, gear sets, chain and sprockets, bearings, and bushings, fasteners for these components, and electronic and vacuum engagement components, including manufacturer's all-wheel drive systems such as Quattro, xDrive, 4-Matic, etc.

### **3 - EMERGENCY TOWING / ROAD SERVICE / LOCK-OUT**

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power, **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive fifty (50) miles of towing at no cost to **You**. **Any additional mileage will be Your responsibility and payment must be made by You at the time service is rendered.**

Additional roadside assistance services available to **You** at no cost are: battery jumpstart; flat tire change; fuel, oil, and water delivery; locksmith services. **You are responsible for the actual cost of any delivered materials.**

#### **Limitations on Coverage:**

**You are entitled to one (1) service per 72-hour period and limited to one (1) tow per Breakdown of the same Covered Part.**

#### **Reimbursement:**

In the event **Your Vehicle** is disabled and **You** contract for any of the above roadside assistance services on **Your** own which would otherwise be subject to coverage under this Limited Warranty, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum reimbursement for any services which would be covered hereunder is strictly limited to fifty dollars (\$50) per service. **You** must call the **Administrator** at 1-888-317-1550 in order to commence the reimbursement process. Claim processing information will be provided to **You** at that time.

### **4 - WHAT THIS LIMITED WARRANTY DOES NOT COVER**

**THIS LIMITED WARRANTY DOES NOT COVER, PROVIDES NO BENEFITS OR PAYMENT FOR, AND WARRANTOR HAS NO OBLIGATION UNDER THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY FOR THE FOLLOWING:**

1. Diagnostic, disassembly, assembly, repair, and/or replacement costs for non-covered repairs and/or parts.
2. Repair Facility labor Costs in excess of the Labor Rate.
3. Any portion of the Cost not approved by the Administrator and, therefore, not paid by the Warrantor.
4. Repairs or replacements when any information provided by **You** or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate by the Warrantor or Administrator.
5. Repairs or replacements performed without the Administrator's prior authorization, except when the Administrator's office is closed and the Emergency Repair Process is followed.
6. Breakdowns which existed prior to, or resulted from a condition which existed prior to, the Limited Warranty Start Date.
7. Breakdowns reported after expiration of this Limited Warranty.
8. Breakdown of a Covered Part resulting from the failure or breakdown of a non-covered part or an improper repair.
9. Maintenance and parts of the Vehicle subject to regular maintenance and labor costs, and costs of parts for such maintenance regardless of coverage of a part otherwise. This includes, but is not limited to, the maintenance services and parts described in the manufacturer's maintenance schedule for **Your Vehicle** such as engine tune-up (includes spark plugs, glow plugs, ignition wires, distributor cap, and rotor), carburetor, all batteries (including, but not limited to: lithium-ion battery), filters, lubricants or fluids, air conditioning refrigerant, engine coolant, all hoses and belts (not specifically listed), wiper blades, brake pads and shoes, brake rotors and drums, suspension alignment, constant velocity boots, timing belt and timing belt pulley, timing belt tensioner, tires, wheel covers, wheel rims, wheels, wheel balancing, shock absorbers, exhaust system, catalytic converter, Vehicle charging station, friction clutch disc and pressure plate and clutch throw out bearing, except as expressly listed or included in SECTION 2 - WHAT THIS LIMITED WARRANTY COVERS.
10. Breakdowns caused by abuse, misuse, tampering, improper alterations, lack of customary maintenance, and/or any other obligation specified in SECTION 6 - MAINTENANCE REQUIREMENTS or SECTION 7 - YOUR RESPONSIBILITIES.
11. Glass, glass framework and fastening adhesives, sealed beam head lamps, light bulbs, lenses, trim, moldings, bright metal, upholstery, vinyl and convertible tops, paint, sheet metal, bumpers, alignment of body parts, flexible body parts, door panels, body panels, structural framework, structural welds, hinges, door handles, and removable hardtop assemblies.
12. Costs covered by any Warranty covering **Your Vehicle** regardless of whether the warrantor honors such Warranty or whether **You** are able to obtain that benefit, and for any Costs that are or would have been covered under any Warranty whether or not such Warranty is in effect or has been voided by the manufacturer or whether **You** are able to obtain that benefit. This Limited Warranty runs concurrent with, and is secondary to, any applicable Warranty or such other coverage for the full duration thereof. If the Warranty has been declared void, this Limited Warranty does not provide coverage that would have been included thereunder until the end of what would have been the full duration of the Warranty. The benefits provided under dealer Warranties required by state law are not covered by this Limited Warranty.
13. Breakdowns that are the direct result of a mechanical or structural defect when the manufacturer has announced a public recall or factory technical service bulletin for the purpose of correcting such a defect, or for any Breakdown Costs covered by a manufacturer's Warranty, recall, factory technical service bulletin, or any other coverage that would assume responsibility for any Cost or benefit contained within this Limited Warranty, regardless of whether **You** obtain those benefits.
14. Expenses charged for the disposal of environmentally unsafe materials, non-specific materials, shop supplies, and other non-covered Repair Facility charges.
15. Any Covered Part which has not experienced a Breakdown but which a Repair Facility recommends to be repaired or replaced.
16. Breakdowns caused by or involving collision, fire, theft, vandalism, riot, terrorist acts, war, explosion, lightning, earthquake, hurricane, tropical storm, volcanic eruption, windstorm, hail, water, freezing, Acts of God, flood, or any loss that is insurable under standard physical damage coverage whether or not such insurance may be in force with **Your Vehicle** or other causes beyond the control of the Warrantor or Repair Facility.
17. Loss of time, economic loss, inconvenience, lodging, food, freight charges, core charges, storage charges, or other consequential or incidental loss or damage that resulted from a Breakdown, including, but not limited to, lost wages, lost time, loss of use of the Vehicle, commercial loss, or inconvenience, or for any liability arising from breach of implied warranties, damage to property, or for injury or death of any person, arising out of the operation, maintenance, or use of the Vehicle whether or not related to a Breakdown covered or not covered under this Limited Warranty. Any such liability is expressly excluded.
18. Consequential, incidental, or progressive damage or loss should **Your Vehicle** be involved in a collision caused by or involving a Breakdown of a component covered by this Limited Warranty.
19. Additional loss or damage which is occasioned by **You** or the operator's negligence or failure to use all reasonable precautions to protect the Vehicle from any further loss or damage after a Breakdown or failure has occurred or been indicated.
20. Aftermarket accessories or equipment, components, and systems

not installed by the manufacturer, including, but not limited to: anti-theft systems, radar detectors, cb radios, radio/speaker equipment, cruise control, sunroof, solar powered devices, telephones, tv/vcr/dvd and related components, and appliances, and breakdowns resulting therefrom.

21. Breakdowns resulting from the use of or involving modifications unless those modifications were performed by the manufacturer and the modifications meet the manufacturer's specifications, including, but not limited to, the following modifications: wheels/tires not to manufacturer's specifications, frame, suspension or body lift kits, emission systems, exhaust system, engine, transmission and drive axle, or aftermarket performance parts or systems, or other equipment, component or systems not installed by the manufacturer.
22. Breakdowns caused by towing a trailer or another Vehicle unless Your Vehicle is equipped for this as recommended by the manufacturer.
23. Breakdowns resulting from the use of Your Vehicle for racing or other competition or exhibition.
24. To correct a cosmetic imperfection.
25. Breakdowns or damage caused by the environment or weather such as rust or weather related corrosion.
26. Repair, replacement, adjustment, or alignment of any part not covered by this Limited Warranty as set forth in SECTION 2 – WHAT THIS LIMITED WARRANTY COVERS.
27. Repairs of water and air leaks, rattles, squeaks, and wind noise.
28. Faulty parts or labor provided by others during the course of a Covered Repair and for repairs performed due to improper diagnosis or a Breakdown due to improper previous repairs or a faulty part.
29. Repairs or replacements performed due to improper diagnosis.
30. Tax on parts and labor, unless state or federal law requires the Warrantor to pay such taxes.
31. If Your Vehicle has been declared a total loss, salvage, junk, rebuilt, flood, fire, or gray market vehicle.
32. For other than on-road passenger vehicles.
33. Breakdowns occurring from operating on any surface other than federal, state, county, city, or municipality paved road or highways.
34. Factory defects.
35. Breakdowns resulting from or related to contaminated fluids, improper fuels or fluids, lack of proper fluid levels, overheating, lack of coolant, lack of lubricants, improper specification (type) of fluids, lack of oil viscosity, sludge or restricted oil flow, including, but not limited to, damage to engine or transmission as a result of same. This includes fluid leaks.
36. Excessive oil consumption, loss of compression, or gradual reduction in performance not resulting from the Breakdown of a Covered Part.
37. Repair of valves and/or rings for the purpose of raising the engine's compression when a Breakdown has not occurred.
38. If Your Vehicle's odometer has been stopped, altered, tampered with, allowed to remain nonfunctional, disconnected, or broken, or misrepresents Your Vehicle's actual mileage, including, but not limited to, odometer misrepresentation caused by the use or modification of the Vehicle with undersize or oversize tire and wheel assemblies.
39. Repairs made solely to meet or maintain any governmental emission standards.
40. Breakdown of or damage to Your engine resulting from sludge or the ingestion of water.
41. Breakdowns or damage caused by neglecting to follow proper charging procedures or use of incompatible charging devices for Your plug-in hybrid/electric Vehicle.
42. Breakdowns or damage caused by a power surge.
43. Seals and gaskets unless required in conjunction with a Covered Repair. Fluid leaks are not covered. Minor loss of fluid or seepage is

considered Normal Wear and Tear and not a Breakdown. No coverage will be provided.

44. If Your Vehicle is used for or in connection with any commercial purpose, including: hauling, construction work, principal off-road use, pickup and/or delivery service, snowplowing, company pool use, business travel when the vehicle is used by more than one driver, vehicles used by a single driver for sales/services (e.g., real estate, cleaning services, home health/aide care services, and gardening) or light duty contracting (e.g., electrician, carpenter and plumber, or other similar commercial use); and for vehicles equipped with dump beds, hoisting, or lifting equipment.
  45. If Your Vehicle is used for daily rentals, carry passengers for hire (e.g., taxi, limousine, shuttle services, or other livery type services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services.
  46. If Your Vehicle is used to carry passengers for one-time shared rides on demand such as Uber and Lyft.
  47. Vehicles in excess of one-ton are excluded without exception.
  48. Trucks that have dual rear wheels or trucks or SUVs having greater than a four inch (4") lift and/or tires or wheels having greater than a four inch (4") difference in diameter from original manufacturer's equipment. Vehicles with over a six inch (6") lift, or tires or wheels with greater than a four inch (4") difference in diameter from original manufacturer's equipment are excluded without exception. Suspension reductions, undersized wheels or tires, and oversized tires that do not match in diameter are specifically excluded.
  49. If Your Vehicle was manufactured as a non-U.S. specification model.
- IN ADDITION TO THE ABOVE ITEMS, AS TO EMERGENCY TOWING/ROAD SERVICE/LOCK-OUT, THIS LIMITED WARRANTY DOES NOT COVER AND PROVIDES NO BENEFIT OR PAYMENT FOR:
50. Cost of parts, replacement keys, fluids, lubricants, fuel, cost of installation of products or materials, Vehicle storage charges, penalties, or fines.
  51. Non-emergency towing or other non-emergency service.
  52. A service available through a valid manufacturer's Warranty or service, or Repair Facility, regardless of whether You are able to obtain that benefit.
  53. Mounting or removing of snow tires or chains; winching; extrication; tire repair; or emergency roadside assistance required as a result thereof.
  54. Camping trailers, travel trailers or any vehicles in tow or emergency roadside assistance required as a result thereof.
  55. More than one disablement from the same cause during any seven day period, a second tow relating to the same Breakdown, or for repeated service calls for a Vehicle in need of routine maintenance or repair.
  56. Towing from or to an unlicensed Repair Facility or for towing by a company other than a licensed towing service, service station, or garage.
  57. Service on a Vehicle that is not able to be towed in a conventional and safe manner.
  58. Towing or service on roads not regularly maintained, such as vacant lots, beaches, open fields, forests, roads closed during the season of the request, areas designated as not passable due to construction, or other places which would be hazardous for service Vehicles to reach.
  59. For towing in restricted areas that restrict or ban access to service providers, such as turnpikes and other governed highways.
  60. For towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
  61. For the cost of service secured independent of this program in excess of fifty dollars (\$50) per service.

## 5 - HOW TO FILE A CLAIM

If Your Vehicle experiences a Breakdown, You must take immediate action and use all reasonable means necessary to protect Your Vehicle from further damage.

If Your Vehicle experiences a Breakdown and You need to make a claim under the terms of this Limited Warranty, You must call the Administrator for instructions and to verify potential coverage prior to the undertaking of any repairs or work on Your Vehicle. The Warrantor reserves the right to inspect Your Vehicle in its original condition prior to any diagnosis, tear down, or repairs being performed. Warrantor also reserves the right to require that Your Vehicle be taken to a licensed Repair Facility of its choosing. If the Breakdown occurs within the Tie Back Area, the Warrantor and Administrator reserve the right to require You to return the Vehicle to the Warrantor or one of the Warrantor's preferred Repair Facilities. Failure to meet these requirements may result in a denial of coverage.

To verify coverage and make a claim, contact the Administrator toll-free as set forth below:

8:30 a.m. - 5:00 p.m. E.S.T. Monday - Friday  
9:00 a.m. - 3:00 p.m. E.S.T. on Saturdays

You must authorize the Repair Facility to perform diagnostic work so that the Repair Facility can determine the failure and provide an accurate estimate of the Cost of repair. You are solely responsible for any and all tear down and/or diagnostic Costs, including labor and parts, until such time as coverage is determined. This Limited Warranty does not cover and the Warrantor is not responsible for any tear down and/or diagnostic Costs for non-covered repairs. Upon determining that a Breakdown is covered by this Limited Warranty, the Administrator will confirm with the Repair Facility the amount of the Cost to be paid by Warrantor and provide an authorization number for that amount. No payment will be made by the Warrantor for any amount without an authorization number. You will be responsible for the payment of any Cost beyond that for which the Warrantor is responsible under the terms of this Limited Warranty and for which an authorization number was not issued.

**Emergency Repair Process:** Emergency repairs are those required because Your Vehicle is inoperable or unsafe to drive while the Administrator's office is closed. In the event that a Breakdown of a Covered Part occurs when the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence diagnosis and emergency repairs without securing the Administrator's prior authorization. You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. All original parts associated with the emergency repairs must be available for inspection when the Administrator's office re-opens and You must obtain an authorization number. You must submit written information and documentation concerning the Breakdown and emergency repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs is subject to all terms and conditions of this Limited Warranty and nothing herein authorizes repairs not otherwise Covered.

**FRAUDULENT CLAIMS WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.**

## 6 - MAINTENANCE REQUIREMENTS

This Limited Warranty will only remain valid and coverage will only be provided hereunder if Your Vehicle is serviced in accordance with and receives all scheduled maintenance as recommended by the Manufacturer in the Vehicle Owner's Manual. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle manufacturer to obtain a maintenance schedule.

You must keep receipts, work orders, and other documents that verify the following information: Vehicle Identification Number, a description of

Your Vehicle including mileage at the time of maintenance, maintenance performed, and date of service(s). You may be required to furnish the Administrator with proof that the specified services have been performed in accordance with the manufacturer's recommendations. Failure to show proof of servicing/maintenance upon request will result in the denial of coverage.

## 7 - YOUR RESPONSIBILITIES

In addition to, and without any limitation regarding, any and all of Your responsibilities as agreed to by You in this Limited Warranty, including satisfaction of the Maintenance Requirements, You acknowledge that You are responsible for the following:

1. Make sure that all gauges, odometer, and warning sensors and lights are properly working at all times before driving Your Vehicle, including, but not limited to, the oil warning light/gauge and the temperature warning light/gauge.
2. Monitor that the Vehicle's gauges and warning lights are working, including, but not limited to, those listed above, and if any lights/gauges indicate a problem, You are required to safely and immediately pull Your Vehicle off the road and shut off the engine.
3. At Your expense, satisfy the Maintenance Requirements set forth in this Limited Warranty and maintain the Vehicle according to the Vehicle manufacturer's specifications, including, but not limited to, scheduled oil changes, transmission fluid changes, differential fluid changes, fluid level checks and refilling when required, and lubrication of the steering components and suspension.

Warrantor reserves the right to require proof of Your satisfaction of these responsibilities.

## 8 - GENERAL PROVISIONS

### 1. Limited Warranty Term

The Term is the Months and Miles shown on the Information Schedule. The Limited Warranty begins on the Limited Warranty Start Date and ends when the Months from the Limited Warranty Start Date is reached or when the Miles from the Current Odometer Reading are registered on the odometer, whichever occurs first.

### 2. Where You Are Covered

This Limited Warranty provides coverage for Breakdowns occurring within the continental United States, Alaska, Hawaii, and Canada.

### 3. Transfer of the Limited Warranty

This Limited Warranty may not be transferred.

### 4. Cancellation, Refunds, and Charges

This Limited Warranty is non-cancellable. No refund will be issued. This Limited Warranty has no cash value.

### 5. Limit of Liability

The total We will pay for each Covered Repair is limited to the lesser of: (i) the Cost of the Covered Repair; or (ii) the actual cash value of Your Vehicle as of the date immediately prior to the opening of the most recent claim for a Covered Repair, as determined by Kelley Blue Book, J.D. Power Official Used Car Guide ("J.D. Power Guide"), or such other nationally recognized source, based upon region. The Deductible will be applied to each Covered Repair.

Our aggregate limit of liability is the lesser of: (i) the Cost of Covered Repairs for the Term; (ii) the actual cash value of Your Vehicle as of the date immediately prior to the opening of the most recent claim for a Covered Repair, as determined by Kelley Blue Book, J.D. Power Guide, or such other nationally recognized source, based upon region; (iii) the purchase price You paid for the Vehicle excluding charges for tax, title, negative equity, license, and finance and insurance products; or (iv) the Maximum Limit of Liability as identified on the Information Schedule.

Our obligations to perform under this Limited Warranty cease when the cumulative benefits paid or payable under this Limited Warranty equal that amount or upon expiration of the Term.

We shall not be responsible at any time or for any reason for any consequential or incidental damages, including, but not limited to, lost wages, lost time, loss of use of the **Vehicle**, commercial loss, or inconvenience. These exclusions may not apply to **You** as state laws vary. We shall not be responsible at any time or for any reason for any liability arising from breach of implied warranties, damage to property, or for injury or death of any person, arising out of the operation, maintenance, or use of the **Vehicle** whether or not related to a **Breakdown** covered or not covered under this Limited Warranty. Any such liability is expressly excluded. We are not responsible for faulty parts or labor provided by others during the course of a **Covered Repair**.

#### 6. If You Have Other Coverage

If the manufacturer, dealer, or **Repair Facility** is required to or otherwise agrees to cover all or some of the **Cost** of a **Breakdown**, even after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. If **You** have any other Emergency Roadside Assistance, **We** will pay only the amount in excess of that coverage, subject to the limits of this Limited Warranty.

#### 7. Subrogation/Rights of Recovery

If **You** receive any benefits under this Limited Warranty, **We** may require **You** to assign to **Us** **Your** rights of recovery against any vehicle manufacturer, repair facility, or other party that may be responsible to **You** for **Costs** covered by this Limited Warranty or claims paid by **Us**. This includes, but is not limited to, any benefits or **Costs** covered by a manufacturer that has announced its responsibility for same, including, but not limited to, public recalls or technical service bulletins. **You** agree to assist **Us** in enforcing these rights and to cooperate with **Us** in any matters concerning this Limited Warranty, such claims, and **Our** rights of recovery. **We** will not pay for a **Covered Repair** if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.

#### 8. Insurance

This Limited Warranty is not insurance. This Limited Warranty is not insured by a reimbursement insurance policy. Obligations of the **Warrantor** under this Limited Warranty are backed by the full faith and credit of the **Warrantor**.

#### 9. ARBITRATION PROVISION

**READ THIS ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS YOU MAY HAVE, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this **Arbitration Provision** ("**Arbitration Provision**"), "**You**" and "**Your**" shall mean the person previously identified as **You** in this Limited Warranty, as well as of **Your** heirs, survivors, assigns, and representatives. "**We**" and "**Us**" shall mean the **Warrantor** and the **Administrator** as identified in this Limited Warranty, as well as all of their parents, subsidiaries, agents, affiliates, successors, assigns, any distributor of its products, and all the dealers, licensees, officers, and employees of any of the foregoing entities. **You** and **Us** are each a "**Party**" and together, the "**Parties**" under this **Arbitration Provision**.

The **Parties** agree to attempt to resolve any dispute through informal negotiation and agree to contact each other regarding a dispute prior to initiating arbitration or other legal action. If the **Parties** are unable to resolve a dispute through informal negotiation, the **Parties** agree that any and all claims, disputes, or controversies of any nature whatsoever, whether in contract, tort, or otherwise, including statutory, common law, fraud by misrepresentation, omission, or otherwise, or other intentional tort, property, or equitable claim, arising out of or in any way relating to, or in connection with (i) this Limited Warranty, the making or administration of this Limited Warranty, sales or marketing of this Limited Warranty, the purchase of this Limited Warranty, and any claims or denial of claims or refunds made hereunder; or (ii) the validity scope, interpretation, and enforceability of this **Arbitration Provision** or the entire Limited Warranty shall be resolved by binding arbitration before a single arbitrator (together, for purposes of this **Arbitration Provision**, the "**Dispute(s)**").

To initiate arbitration, **You** must submit written notice of **Your** intent to arbitrate that **Dispute** no later than sixty (60) days following the date of the action, omission, or determination **You** are disputing. Specifically, **You** must mail a written demand for arbitration describing the nature of the **Dispute** to the **Administrator** at the address set forth above. Along with the arbitration demand, **You** must submit a filing fee of \$200.00, which **We** shall hold in escrow until the **Parties** select the arbitrator.

The **Parties** will select a mutually acceptable arbitrator from a roster of arbitrators registered and in good standing with the American Arbitration Association (AAA) or JAMS, or another recognized arbitration association in the United States who is willing to accept a fee structure described herein. The **Parties** agree to arbitrate any disputes via a video conference or similar technology that can accommodate taking of live testimony and introducing documents and/or other supporting evidence. **You** have a right to be represented by counsel during the arbitration.

**We** will propose three (3) qualified arbitrators and **You** will have a right to select the arbitrator. Once selected, the arbitrator must disclose to the **Parties** any conflicts of interest and agree to abide by the applicable Code of Ethics for arbitrators. **You** can object to the appointment of the selected arbitrator based on the disclosed conflicts and select an alternative arbitrator from the list by submitting such request in writing within seven (7) days of receiving the list of proposed arbitrators.

Once the arbitrator is appointed, **Your** demand for arbitration along with the filing fee shall be submitted to the arbitrator. **We** shall provide a written response, along with a filing fee of \$400.00 to the arbitrator within fifteen (15) days of appointment. The combined filing fee of \$600.00 will cover the arbitrator's fee to review the submissions prior to the hearing, to include one (1) preliminary conference not to exceed one (1) hour. If the **Dispute** proceeds to arbitration, the arbitrator will be compensated by way of an additional flat fee of \$1,500.00, which covers one day of hearing conducted remotely via a video conference or functionally similar digital platform (not to exceed four (4) hours), and one final award.

The arbitrator shall apply substantive law governing the Limited Warranty at issue and the applicable statute of limitations. The arbitrator shall provide written, reasoned findings of fact and conclusions of law. The award shall address all open issues, finally resolve the dispute, and allow the **Parties** to proceed without any uncertainty as to its meaning. The arbitrator may award any remedy or relief the arbitrator deems proper, except punitive, consequential, special, or exemplary damages. It is understood and agreed that the arbitration shall be binding upon the **Parties** and that an arbitration award may not be set aside in later litigation, except upon the limited circumstances set forth in the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §10. Except to the extent necessary to confirm an award or as may be required by law, neither the **Parties** nor the arbitrator are allowed to disclose the arbitration award or the information exchanged in the context of arbitration without the prior written consent of all **Parties**.

Except for the filing fee disclosed above and the costs **You** may incur to present **Your** case, the cost of the arbitration, including the arbitrator's fee, shall be borne by **Us**. However, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by **You** should the arbitrator determine that **You** have filed the arbitration demand without substantial justification or in bad faith.

This **Arbitration Provision** is part of a transaction involving interstate commerce and shall be governed by the FAA, 9 U.S.C. §1 et seq. ("**FAA**"). An award in arbitration will be final and binding and is enforceable under the FAA by any court having jurisdiction. If any portion of this **Arbitration Provision** is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this **Arbitration Provision**. If there is a conflict or inconsistency between this **Arbitration Provision** and other provisions of this Limited Warranty or any other contract between **You** and **Us**, this **Arbitration Provision** shall govern. This **Arbitration Provision** shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Limited Warranty.

The **Parties** agree that (i) no arbitration proceeding hereunder shall be certified as a class action, proceed as a class action, or involve claims brought in a representative capacity, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. **YOU AGREE TO ADJUDICATE DISPUTES ON AN INDIVIDUAL BASIS AND WAIVE THE RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.**

**IF A DISPUTE IN CONNECTION WITH THIS LIMITED WARRANTY IS FOUND TO NOT BE SUBJECT TO ARBITRATION FOR ANY REASON, ANY LEGAL PROCEEDING WITH RESPECT SUCH DISPUTE WILL BE TRIED IN A COURT OF**

**COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING AND THE RIGHT TO PURSUE A CLASS OR COLLECTIVE ACTION IN ANY FORUM. VENUE SHALL BE IN THE STATE AND COUNTY IN WHICH THIS LIMITED WARRANTY WAS ISSUED OR IN SUCH OTHER VENUE AS REQUIRED BY LAW OR AGREED UPON BY THE PARTIES.**

**This Arbitration Provision does not apply in AK, D.C., GA, MD, WI, and WY.**

**10. Entire Agreement**

This Limited Warranty represents the entire agreement between **You** and **Us**. No person has the authority to change this Limited Warranty or to waive any of its provisions. No other written or oral statements apply to this Limited Warranty.

Privacy Notice: We may collect non-public personal information we receive from you on our forms and other documents, such as name, address, lienholder, contract coverage, pricing, terms, vehicle information, and vehicle identification number. We may disclose some or all of the information we collect as described to non-affiliated third parties in connection with the administration, processing, servicing, or payment of your contract. We do not disclose non-public personal information to anyone else, except as permitted by law. We protect your non-public personal information from unauthorized access, alteration, disclosure, or destruction by maintaining physical, electronic, and procedural safeguards that comply with federal regulations. We restrict access to your personal information to employees, agents, and third-parties who require such information in order to process it. Any individual provided access to your information is subject to confidentiality requirements and will be disciplined, terminated, or subject to other legal process if they fail to meet such requirements.