

## TERMS AND CONDITIONS

THIS **LIMITED WARRANTY** IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS **LIMITED WARRANTY** OR TO WAIVE ANY OF ITS PROVISIONS. THIS **LIMITED WARRANTY** IS FOR THE SOLE BENEFIT OF THE CUSTOMER NAMED HEREIN AND APPLIES ONLY TO THE CUSTOMER AND VEHICLE DESCRIBED IN THE APPLICATION SECTION OF THIS **LIMITED WARRANTY**.

Any implied warranty of merchantability or fitness for a particular purpose applicable to **YOUR VEHICLE** is limited in duration to the duration of this written warranty. The repair, replacement or reimbursement of a covered component is the exclusive remedy under this written **LIMITED WARRANTY** or any implied warranty. This **LIMITED WARRANTY** does not provide for payment or reimbursement for incidental or consequential damages resulting from breach of this written **LIMITED WARRANTY** or any implied warranty.

The limitations and exclusions above may not apply in some states and other legal rights under this **LIMITED WARRANTY** may be affected or vary based on state laws. **CONFORMITY STATEMENT.** If any provisions in this **LIMITED WARRANTY** conflicts with the laws of the state where it is issued or with federal laws, then the provisions are severable and hereby amended to conform to state and federal laws. The remaining provisions of this **LIMITED WARRANTY** remain in full force."

### DEFINITIONS

- ADMINISTRATOR:** means the company appointed by **US** to administer this **LIMITED WARRANTY**.
- IN-SERVICE DATE:** means the date **YOUR VEHICLE** was first put into service, not the date **YOU** purchased **YOUR VEHICLE**.
- ISSUING DEALER:** means the **ISSUING DEALER** listed in the Customer Information Section of this **LIMITED WARRANTY** and the **DEALER** from whom **YOU** received this **LIMITED WARRANTY**.
- LIMITED WARRANTY:** means this **LIMITED WARRANTY**.
- LIMITED WARRANTY PERIOD** means the coverage starts on the **LIMITED WARRANTY START DATE** and will continue as long as **YOU** own **YOUR VEHICLE** and perform the obligations as outlined in this **LIMITED WARRANTY**.
- LIMITED WARRANTY START DATE:** means the date that **YOU** purchased **YOUR VEHICLE**.
- MECHANICAL BREAKDOWN or FAILURE:** means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship. **MECHANICAL BREAKDOWN** does not include the gradual reduction in operating performance due to normal wear and tear, where a **FAILURE** has not occurred. The manufacturer has established tolerances for the express purpose of defining **FAILURE** and serviceability. When specifications exceed these manufacturer's tolerances a **FAILURE** will be considered to have occurred.
- REPAIR DEDUCTIBLE:** means the portion that **YOU** must pay for a covered repair, as indicated in the Customer Information section of this **LIMITED WARRANTY**.
- VEHICLE:** means the **VEHICLE** described in the Customer Information section of this **LIMITED WARRANTY**.
- WE, US, OUR:** means the **ISSUING DEALER**.
- YOU, YOUR:** means the owner named in the Customer Information Section of this **LIMITED WARRANTY**.

### A. OUR RESPONSIBILITIES

**WE** agree to repair, replace or reimburse **YOU** for the reasonable cost to repair or replace any of the parts covered, if required due to a **MECHANICAL BREAKDOWN** or **FAILURE**. Subject to the coverage conditions under this **LIMITED WARRANTY**, **OUR ADMINISTRATOR** will authorize the repair and reimburse **YOU** for the cost of repair for any **MECHANICAL BREAKDOWN** or **FAILURE** of a part listed under the "What Is Covered" section of this **LIMITED WARRANTY**. For additional information see section "G. LIMITS OF LIABILITY" and section "D WHAT IS NOT COVERED."

### B. YOUR RESPONSIBILITIES

To keep this **LIMITED WARRANTY** valid, **YOU** must have **YOUR VEHICLE** serviced as recommended by the **VEHICLE** manufacturer with the following exception if different from the manufacturer's recommendation; engine oil and filter changed every 6 months or 7,500 miles, whichever occurs first. In the event **YOUR VEHICLE** is deemed to fall under service use guidelines and the owner's manual recommends more frequent oil change intervals than 6 months or 7,500 miles **YOU** must adhere to the recommended maintenance interval as stated in **YOUR** owner's manual. In the event **YOUR VEHICLE** uses an oil change indicator or maintenance reminder system, **YOU** must adhere to a minimum engine oil and filter change interval of every 6 months or 7,500 miles, whichever occurs first, or follow the oil change indicator/maintenance reminder system if intervals more frequent than 6 months or 7,500 miles are indicated. We recommend that **YOU** return to the **ISSUING DEALER** for **YOUR VEHICLE'S** service. However, recommended services may be performed by any licensed repair facility. **UPON OUR REQUEST** must provide proof that all recommended services have been completed under **YOUR VEHICLE** Owner's Guide, including verifiable receipts showing date and mileage of the **VEHICLE** at the time of such service must be presented in order to have repairs begun on **YOUR VEHICLE**. Service within 1,500 miles and/or 30 days of the recommended service interval will

### B. YOUR RESPONSIBILITIES

not void the terms of the service requirements under this **LIMITED WARRANTY**.

**YOU** must return to **YOUR ISSUING DEALER** for a complimentary powertrain inspection at 30,000 mile intervals beginning at 30,000 miles on the odometer or at the first 30,000 mile interval during which **YOU** own **YOUR VEHICLE**. Inspections performed within 1,500 miles of the required service interval will not void the terms of this **LIMITED WARRANTY**.

Upon customary and reasonable notice of the occurrence of a **MECHANICAL BREAKDOWN** or **FAILURE**, **YOU** shall protect the **VEHICLE** from further damage, whether or not such **MECHANICAL BREAKDOWN** or **FAILURE** is covered by this **LIMITED WARRANTY**. Any operation of the **VEHICLE** that results in further damage, related to the original **MECHANICAL BREAKDOWN** or **FAILURE**, shall be considered **YOUR** failure to protect the **VEHICLE** and shall not be covered under this **LIMITED WARRANTY**. **YOU** are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the **VEHICLE**. **YOU** are required to immediately have **YOUR VEHICLE** inspected to diagnose the problem when either of these lights/gauges indicates a problem.

**YOU** must give **YOUR** authorization to the repair facility for teardown to diagnose a problem. **YOU** may have **YOUR VEHICLE** repaired at the **ISSUING DEALER** listed in the Customer Information section or any licensed repair facility. **YOU** must obtain authorization from the **ADMINISTRATOR** prior to beginning any repairs covered by this **LIMITED WARRANTY**.

**YOU MUST KEEP RECEIPTS WHICH VERIFY THE VEHICLE IDENTIFICATION NUMBER, WORK ORDERS AND OTHER DOCUMENTATION THAT SHOWS THE DATE, DESCRIPTION OF YOUR VEHICLE, MILEAGE AND MAINTENANCE SERVICES PERFORMED UNDER THIS LIMITED WARRANTY OR THE VEHICLE OWNERS GUIDE.**

**WE MAY REQUIRE YOU TO FURNISH US WITH PROOF THAT THE SPECIFIED SERVICES HAVE BEEN PERFORMED AS REQUIRED BY THIS LIMITED WARRANTY. FAILURE TO SHOW PROOF OF SERVICE MAY RESULT IN THE DENIAL OF COVERAGE UNDER THIS LIMITED WARRANTY.**

### C. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

1. In the event of **MECHANICAL BREAKDOWN** or **FAILURE**, **WE** recommend **YOU** take **YOUR VEHICLE** to the **ISSUING DEALER** OR **LICENSED REPAIR FACILITY OF YOUR CHOICE**. The **ISSUING DEALER** or licensed repair facility must have authorization from the **ADMINISTRATOR**, which must be verified by an authorization code, before any repairs are performed under this **LIMITED WARRANTY**.

a. Have **YOUR LIMITED WARRANTY** number, mileage and date of **FAILURE** ready for the **ADMINISTRATOR**.

b. Have the authorized service representative contact the **ADMINISTRATOR**.

Upon **OUR** request, **YOU** must allow the **ADMINISTRATOR** to inspect **YOUR VEHICLE** to gather necessary information regarding any repair performed under this **LIMITED WARRANTY**.

2. Submitting A Claim:

Once the claim has been authorized, **YOU** are responsible for payment of the **DEDUCTIBLE** and any repairs or parts not covered by this **LIMITED WARRANTY**. Where possible **WE** will pay the **ISSUING DEALER** or licensed repair facility directly for the cost of the repair, or **YOU** may be asked to submit documentation to the **ADMINISTRATOR** for reimbursement of **YOUR** claim as follows:

- A legible, itemized and signed repair order.
- All sublet bills, when applicable.

### D. WHAT IS NOT COVERED

#### 1. MECHANICAL BREAKDOWN or FAILURE:

- Of any part not specifically listed under the "WHAT IS COVERED" section of this **LIMITED WARRANTY**;
- When repairs are performed without prior authorization as described herein;
- Caused by negligence, misuse or abuse;
- Caused by a lack of maintenance service as recommended by **YOUR VEHICLE** owner's manual or as otherwise required by this **LIMITED WARRANTY**;
- Caused by any external cause such as collision, theft, freezing, fire, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood;
- Of any part damaged by fire;
- Tires or wheels;
- Arising out of the **FAILURE** of an otherwise covered part whose **FAILURE** has been determined by the **ADMINISTRATOR** to be affected by modifications and/or alterations to the **VEHICLE** that does not meet the manufacturer's specifications, and have not been approved by the manufacturer's authorized representative. (Some examples: oversized tires, headers, altered ignition system, free flow exhaust system, lift kit and aftermarket alarm systems);
- Covered by warranty, repairer's guarantee, other service contract, or insurance policy;
- Of any part(s), component(s), or repair(s) described as covered by the manufacturer's warranty for the term and mileage of such coverage at the time of first retail sale, whether honored or not;
- If **YOUR VEHICLE** is used for racing on or off road, competition or speed contests or towing a trailer in excess of 2,000 lbs. unless equipped with a factory-approved towing kit and the weight of the trailer does not exceed manufacturer's specifications;
- If **YOUR VEHICLE** is used for Commercial Purposes. For these purposes, commercial purposes includes any **VEHICLE** in excess of 12,500 lbs. GVWR and/or used for business including, but not limited to; transportation of persons or property for hire, compensation, profit or in the furtherance of a commercial enterprise, including but not limited to the following: a) a business name is permanently displayed on the **VEHICLE**; b) the **VEHICLE** is used for a business purposes more than 50% of the week; c) the primary insurance for the **VEHICLE** is a Business Auto Policy of Commercial **VEHICLE** Policy. Furthermore, any **VEHICLE** equipped with special commercial optional equipment, accessories or body components will be deemed to be used for commercial purposes. Share-the-expense car pools are not considered commercial purposes.
- Where it is determined that for more than 1 month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the **VEHICLE'S** true mileage cannot be verified;
- That is a direct result of a mechanical or structural defect when the manufacturer has announced a public recall for the purpose of correcting such defect;
- Due to continued operation and failure to protect the **VEHICLE** from further damage caused by lack of necessary coolants or lubricants;
- Due to lack of lubrication from sludge or varnish, regardless of cause;
- Of a covered part damaged by a non-covered part;
- Of a non-covered part damaged by a covered part;
- Of a covered part which is damaged by or as a result of sludge, fuel or lubricant contamination, rust or corrosion;
- Any damage resulting from pre-ignition or detonation, regardless of cause;

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- That occurs prior to this **LIMITED WARRANTY'S** effective date or is reported after this **LIMITED WARRANTY'S** expiration.
- 2. Loss of time, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from **MECHANICAL BREAKDOWN** or **FAILURE**.
- 3. Storage and freight charges.
- 4. Repairs to any non-covered parts.
- 5. The cost of teardown, disassembly or assembly if the repair is not covered under this **LIMITED WARRANTY**.
- 6. Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.
- 7. **The repair of valves and/or rings for the purpose of raising the engine's compression when a MECHANICAL BREAKDOWN or FAILURE has not occurred.**
- 8. Additional loss or damage which is occasioned by **YOUR** or other **VEHICLE** operator's failure to use all reasonable precautions to protect the **VEHICLE** from any further loss or damage after a **MECHANICAL BREAKDOWN** or **FAILURE** has occurred.
- 9. Any costs if verifiable receipts as required in section "B. **YOUR RESPONSIBILITIES**" are not furnished on request.
- 10. Towing.
- 11. Substitute Transportation.

### E. TERRITORY

This **LIMITED WARRANTY** applies only to a **MECHANICAL BREAKDOWN** or **FAILURE** occurring within the United States and Canada.

### F. LIMITS OF LIABILITY

Liability shall be limited to the Reasonable Price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The "Reasonable Price" for repair or replacement is based upon nationally recognized flat rate and/or factory manuals. Replacement may be made with parts of like kind and quality, when available. In no event will the liability for each **MECHANICAL BREAKDOWN** or **FAILURE**, under this **LIMITED WARRANTY**, exceed the average retail value of the **VEHICLE** established by NADA (Official Used Car Guide) or other nationally recognized retail value guide at the time immediately preceding the **MECHANICAL BREAKDOWN** or **FAILURE**. Additionally, the total of all benefits payable shall never exceed the price **YOU** paid for **YOUR VEHICLE**.

### G. SUBROGATION

**YOU** are entitled to complete reimbursement for **YOUR** loss covered under this **LIMITED WARRANTY** before **WE** are entitled to subrogation proceeds. **YOU** agree that **WE**, after honoring a covered claim under **YOUR LIMITED WARRANTY**, have all rights of subrogation against those who may be responsible for **YOUR MECHANICAL BREAKDOWN**. **YOU** shall do whatever is necessary to secure such rights. **YOU** shall do nothing to prejudice such rights, and **YOU** shall execute and deliver to **US** instruments and papers required to either secure or maintain such rights. All amounts recovered by **YOU** for which **YOU** were previously reimbursed under this **LIMITED WARRANTY** shall become **OUR** property or the property of **OUR** designee and shall be forwarded to same by **YOU**, up to the total amount paid by **US** under this **LIMITED WARRANTY**, except that **YOU** must be made whole before **WE** may retain any amounts **WE** have recovered.

### H. TRANSFER OF THIS LIMITED WARRANTY

This **LIMITED WARRANTY** is not transferable.

### I. CANCELLATION

The coverage under this **LIMITED WARRANTY** is being provided to **YOU** at no additional charge, is nonrefundable and cannot be cancelled by **YOU**.

**NO PAYMENT FOR REPAIRS WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION C.1.**

Call (866) 435-4447 to submit a **CLAIM** and for **CUSTOMER SERVICE**