



LIFETIME POWERTRAIN LIMITED WARRANTY

INFORMATION SCHEDULE

CUSTOMER INFORMATION

WARRANTY # LTW053953

WARRANTY HOLDER NAME sample sample		CO-WARRANTY HOLDER NAME	
STREET 123 sample street		STREET	
CITY, STATE, ZIP CODE sample, NY 10509		CITY, STATE, ZIP CODE	
HOME PHONE (845) 279-2992	CELL PHONE (845) 279-2992	HOME PHONE	CELL PHONE
E-MAIL ADDRESS briannugent@volzauto.com		E-MAIL ADDRESS	

VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN) MAJ6S3GL0LC315833		CURRENT ODOMETER READING 10	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> PRE-OWNED <input type="checkbox"/> CERTIFIED PRE-OWNED
YEAR 2020	MAKE FORD	MODEL ECOSPORT	TRIM ECOSPORT SE

SELLING DEALER INFORMATION

DEALER NAME Brewster Ford Sales Inc.		PHONE (845) 279-2992
STREET 1024 Route 22	CITY, STATE, ZIP CODE Brewster, NY 10809	

LIENHOLDER INFORMATION

NAME	PHONE
STREET	CITY, STATE, ZIP CODE

WARRANTY INFORMATION

LIMITED WARRANTY START DATE: 10/20/2020	MAXIMUM LIMIT OF LIABILITY:	DEDUCTIBLE: \$100	LABOR RATE:
APPLICABLE COVERAGES: <input checked="" type="checkbox"/> 4X4/AWD <input type="checkbox"/> DIESEL		TIE BACK AREA: 100 Miles	

Warranty Holder Acknowledgement & Agreement

I, as holder of this Lifetime Engine Limited Warranty ("Limited Warranty"), understand, acknowledge, and agree to the following:

- I am receiving this Limited Warranty at no additional cost.
- I understand that the Term of this "Lifetime" Limited Warranty is only the duration of the original purchaser of Vehicle's ownership or original lessee's lease of the Vehicle, and is contingent upon Your satisfactory provision of proof of such ownership or leasing 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 as set forth above, if any, and satisfaction of the maintenance and inspection requirements as well as my responsibilities as set forth in this Limited Warranty in SECTION 5 - MAINTENANCE AND INSPECTION REQUIREMENTS and SECTION 6 - YOUR RESPONSIBILITIES.
- 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. Warrantor has provided me with a copy of 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 I. 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, General Provisions, and the Arbitration Provisions.
- The information I provided is true and accurate to the best of my knowledge. I 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 I.

WARRANTY HOLDER INITIALS _____ DATE _____

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

WARRANTY HOLDER	DATE	CO-WARRANTY HOLDER	DATE	DEALER'S REPRESENTATIVE	DATE
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LIFETIME POWERTRAIN LIMITED WARRANTY

This Limited Warranty is not an insurance policy, it is a Limited Warranty issued to **You** by the **Warrantor**. 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**. All obligations and liabilities for repairs covered by this Limited Warranty are those of the **Warrantor** and not DOWC Administration Services, LLC, which administers this Limited Warranty for the **Warrantor**. This agreement describes the coverage **You** will have under the Limited Warranty (hereafter referred to as the "Limited Warranty"). Subject to all of the terms and conditions of this Limited Warranty, **We** agree to provide **You** with the following:

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1 - DEFINITIONS

As used in this Limited Warranty, the following capitalized, bolded terms shall have the meanings indicated below. Additional terms may be defined throughout this Limited Warranty.

"Warrantor," "We," "Us," and "Our" means the Selling Dealer Identified on the Information Schedule.

"Administrator" means DOWC Administration Services, LLC, P.O. Box 607, Ringwood, NJ 07456. The **Administrator** can be contacted at 201-777-1000.

"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.

"Commercial Use" means the use of the **Vehicle** for the following purposes 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 (i.e. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (i.e. electrician, carpenter and plumber, or other similar commercial use); and for vehicles equipped with dump beds, or hoisting or lifting equipment.

"Cost" means the reasonable and customary charges for parts and labor (up to the **Labor Rate**) necessary to repair or replace **Covered Parts**. In calculating the portion of the **Cost** the **Warrantor** shall pay for a **Covered Repair**, in no event shall the **Warrantor** pay out a **Cost** that exceeds the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time 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 and/or non-original equipment manufactured 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 **Deductible** amount identified in the Information Schedule. Each **Covered Repair** is subject to the payment of the **Deductible** by **You**.

"Labor Rate" means the usual and reasonable **Cost** of repairs to the **Vehicle** covered under this Limited Warranty of which **Warrantor** agrees to pay labor allowances up to the lesser of: (i) such rates derived from nationally recognized labor time publications or (ii) the **Labor Rate** as identified on the Information Schedule, 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.

"Normal Wear and Tear" means the natural and inherent wear characteristics of and to the **Vehicle** and its parts. Gradual reduction in operating performance due to **Normal Wear and Tear** is not considered a **Breakdown** and coverage will not 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 twelve (12) months and twelve thousand (12,000) miles. All **Repair Facilities** must receive authorization from the **Administrator** 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 "lifetime" of **Your** initial ownership or lease of the **Vehicle**. This means the period of time beginning on the **Limited Warranty Start Date** and ending on whichever of the following comes first: (i) if the **Vehicle** is owned or financed, transfer or sale of the **Vehicle** resulting in a change of the registered owner; (ii) if the **Vehicle** is leased, upon expiration of the initial lease term; (iii) the **Vehicle** is declared a total loss or repossessed.

The **Term** is limited to the period of time during which **You**, the original purchaser or lessee of the **Vehicle**, own or lease the **Vehicle**. If the **Vehicle** is financed or purchased, **Your** sale or transfer of the registration of the **Vehicle** terminates this Limited Warranty. However, the **Term** does not terminate as a result of the payoff of any loan on the **Vehicle** so long as sale or transfer of the registration does not occur. If the **Vehicle** is leased, sale, transfer, or termination of the lease terminates this Limited Warranty. If **You** lease the **Vehicle**, purchase of the **Vehicle** at the end of the lease term also terminates the Limited Warranty and does not result in a continuation of the **Term** of the Limited Warranty.

"Tie Back Area" means the area as determined by mileage distance from the **Selling Dealer's** Location(s) as identified on the Information Schedule. If a **Breakdown** occurs within the **Tie Back Area**, the **Warrantor** reserves the right to require **You** to return the **Vehicle** to the **Warrantor** or 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

Pursuant to the terms and conditions hereof, for the **Term** of this Limited Warranty **We** agree to pay, or in **Our** sole discretion, reimburse **You** the **Costs** 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.

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.

Seals & Gaskets: Covered only if required in conjunction with a **Covered Repair**.

3 - 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, tear down, disassembly, and/or assembly costs for non-covered repairs and 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. Repair or replacement of any Covered Part when the Breakdown information provided by You or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate by the Administrator.
5. Repairs that are performed without the Administrator's prior authorization, except when the Administrator's office is closed and emergency repairs are necessary (see "SECTION 4 - WHAT TO DO IF REPAIRS ARE NEEDED/FILING A CLAIM").
6. For a Breakdown which occurred or existed prior to or is the result of a condition which existed prior to the Limited Warranty Start Date.
7. For the Breakdown of a Covered Part resulting from the failure of a non-covered part.
8. 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.
9. For a Breakdown if Your maintenance obligations under this Limited Warranty have not been satisfied and/or maintenance as recommended by the manufacturer has not been performed or for a Breakdown caused by abuse, misuse, tampering, alterations, or making improper adjustments or lack of customary maintenance as recommended in the manufacturer's maintenance schedule for Your Vehicle.
10. Glass, glass framework and fastening adhesives, plastic, rubber, friction surfaces, 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.
11. For any 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 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.
12. For a Breakdown that is a 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 Breakdown coverage that would assume responsibility for any Cost or benefit contained within the terms and conditions of this Limited Warranty, regardless of whether You obtain those benefits.
13. For expenses charged for the disposal of environmentally unsafe materials, non-specific materials, shop supplies, and other non-covered Repair Facility charges.
14. For any Covered Part which has not experienced a Breakdown but which a Repair Facility recommends to be repaired or replaced.
15. For a Breakdown 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.
16. For 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.

17. For any 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.
18. For additional loss or damage which is occasioned by You or 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.
19. For a Breakdown 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.
20. For excessive oil consumption, loss of compression, or gradual reduction in performance not resulting from the Breakdown of a Covered Part.
21. If Your Vehicle was manufactured as a non-U.S. Specification model.
22. 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.
23. For a Breakdown 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.
24. For a Breakdown caused by towing a trailer or another Vehicle unless Your Vehicle is equipped for this as recommended by the manufacturer.
25. For a Breakdown resulting from the use of Your Vehicle for racing or other competition.
26. If Your Vehicle has been modified to plow snow, whether the snow plow blade is attached to the Vehicle or not.
27. For the repair of valves and/or rings for the purpose of raising the engine's compression when a Breakdown has not occurred.
28. To correct a cosmetic imperfection.
29. For a Breakdown or damage caused by the environment or weather such as rust or weather related corrosion.
30. If Your Vehicle is used for any Commercial Use. Examples of commercial purposes/or use include but are not limited to: hauling, construction work, principal off road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine, shuttle services, Uber, Lyft, or other livery type services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, dump beds, hoisting or lifting equipment attached, company pool use, business travel when the vehicle is used by more than one driver, vehicles used by a single driver for sales/services (i.e. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (i.e. electrician, carpenter and plumber), or other commercial use.
31. If Your Vehicle is a one-ton truck or van, such as a Ford 350 or a Chevrolet 3500 series vehicles. Vehicles rated over one-ton are excluded without exception.
32. 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.
33. For trucks that have dual rear wheels and/or trucks or Jeeps having greater than a four inch (4") lift and/or greater than a five percent (5%) difference in diameter from factory tire size.
34. To repair, replace, adjust, or align any part not covered by this Limited Warranty as set forth in "SECTION 2 – WHAT THIS LIMITED WARRANTY COVERS" under the selected level of coverage identified on the Information Schedule.
35. For repairs made solely to meet or maintain any governmental emission standards.
36. For a Breakdown or damage caused to Your engine resulting from sludge or the ingestion of water.
37. For repairs of water and air leaks, rattles, squeaks and wind noise.
38. For a Breakdown or damage caused by neglecting to follow proper charging procedures or use of incompatible charging devices for Your plug-in hybrid/electric Vehicle.
39. For a Breakdown or damage caused by a power surge.
40. For seals and gaskets unless required in conjunction with a Covered Repair. Fluid leaks are not covered.
41. For oils, greases, lubricants, and other fluids associated with a Covered Repair.
42. For 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.
43. Any tax on parts and labor, unless state or federal law requires the Warrantor to pay such taxes.
44. If Your Vehicle had been declared a total loss, salvaged, or junk vehicle or for any vehicle determined to be a previous flood vehicle.
45. For electronic or electromechanical devices.
46. For non-lubricated, non-internal engine or transmission parts, including but not limited to alternators, turbos, spark plugs, and batteries.

4 - WHAT TO DO IF REPAIRS ARE NEEDED/FILING 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 You experience 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 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, call the claims number listed below between the hours of 8:30 a.m. - 5:00 p.m. E.S.T. Monday - Friday, and 9:00 a.m. - 3:00 p.m. E.S.T. on Saturdays.

201-777-1000

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 reopens and You must obtain an authorization number. You must submit written information and documentation concerning the Breakdown and emergency repairs to the Administrator no later than thirty (30) days after the Breakdown. You must call the Administrator at 201-777-1000 to commence the reimbursement process and obtain the required forms. 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.

5 - MAINTENANCE AND INSPECTION 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 at a Repair Facility. 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: Repair Facility, 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.

This Limited Warranty will only remain valid and coverage will only be provided hereunder if You return Your Vehicle to the Warrantor within thirty (30) days of the anniversary of the Limited Warranty Start Date on an annual basis for inspection.

6 - 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 SECTION 5 - MAINTENANCE AND INSPECTION 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 the Vehicle's gauges and warning lights while operating the Vehicle, 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.
4. Deliver the Vehicle to the Selling Dealer once per year of the Term for an inspection.

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

7 - GENERAL PROVISIONS

1. Limited Warranty Term

The **Term** of this Limited Warranty is the "lifetime" of **Your** initial ownership or lease of the **Vehicle**. This means the period of time beginning on the **Limited Warranty Start Date** and ending on whichever of the following comes first: (i) if the **Vehicle** is owned or financed, transfer or sale of the **Vehicle** resulting in a change of the registered owner; (ii) if the **Vehicle** is leased, upon expiration of the initial lease term; (iii) the **Vehicle** is declared a total loss or repossessed. The **Term** is limited to the period of time during which **You**, the original purchaser or lessee of the **Vehicle**, own or lease the **Vehicle**. If the **Vehicle** is financed or purchased, **Your** sale or transfer of the registration of the **Vehicle** terminates this Limited Warranty. However, the **Term** does not terminate as a result of the payoff of any loan on the **Vehicle** so long as sale or transfer of the registration does not occur. If the **Vehicle** is leased, sale, transfer, or termination of the lease terminates this Limited Warranty. If **You** lease the **Vehicle**, purchase of the **Vehicle** at the end of the lease term results in the termination of the Limited Warranty and does not result in a continuation of the **Term** of the Limited Warranty.

2. When And Where You Are Covered

Coverage begins on the **Limited Warranty Start Date**. This Limited Warranty applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Canada, and Hawaii.

3. How This Limited Warranty May Be Transferred

This Limited Warranty may not be transferred.

4. This Limited Warranty May Not Be Canceled

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**, which in no event shall exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications or such other rates as otherwise stated herein; 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**, less any deductible, as determined by Kelley Blue Book, National Auto Dealer Associate Guide, or such other nationally recognized source, based upon region.

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**, less any deductible, as determined by Kelley Blue Book, National Auto Dealer Associate 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; (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**. **This Limited Warranty does NOT guarantee the utility or performance of the vehicle.**

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**.

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. Your Help And Cooperation

Your help and cooperation is required if **We** ask **You** to help **Us** enforce **Your** rights against any manufacturer, dealer, or **Repair Facility** who may be responsible to **You** for the **Cost** of repairs covered by this Limited Warranty.

9. Insurance

This Limited Warranty is not an insurance contract. Obligations of the **Warrantor** under this Limited Warranty are backed by the full faith and credit of the **Warrantor**.

10. 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 his/her heirs, survivors, assigns, and representatives, and "**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 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)**"). All arbitrations shall be administered by the American Arbitration Association ("**AAA**") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the **AAA** in effect at the time the **Dispute** is filed. The terms of this **Arbitration Provision** shall control any inconsistency between the **AAA's** Rules and this **Arbitration Provision**. **You** may obtain a copy of the **AAA's** Rules by visiting www.adr.org or calling 1-800-778-7879. All preliminary issues of arbitrability of a **Dispute** shall be determined by the arbitrator.

If **You** have a **Dispute**, **You** must submit written notice of **Your** intent to arbitrate that Claim not later than sixty (60) days following the date of **Our** determination which **You** are disputing. The arbitration shall take place within sixty (60) days of written notice of **Your** intent to arbitrate in the state and county where this Limited Warranty was sold or in such other venue as required by law or agreed upon by the **Parties**.

Except for the filing fee and the costs **You** may incur to present **Your** case, including but not limited to the costs of attorneys and experts, and witness fees,

the cost of the arbitration shall be borne by **Us** provided, however, that should the arbitrators find that **You** have made a **Dispute** without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by **You**. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This **Arbitration Provision** is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. 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 inure to the benefit of and be binding on **You** and **Us** and this **Arbitration Provision** shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract. **You** agree that any arbitration proceeding will only consider **Your Disputes**. **Disputes** by, or on behalf of, other individuals will not be arbitrated in any proceeding that is regarding or in which the arbitrator will consider **Your Disputes**. **You** agree not to participate as a representative or member of any class against **Us** in any judicial or arbitral forum. **You** and **We** understand and agree that because of this **Arbitration Provision** neither **You** nor **We** will have the right to go to court except as otherwise provided herein or to have a jury trial or to participate as any member of a class of claimants to any **Dispute**.

IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, 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.

All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator may award a **Party** only its actual damages and equitable relief, including injunctive relief. Neither **Party** may recover nor may the arbitrator award, punitive, consequential, special, exemplary, or exemplary damages in any arbitration proceeding.

IF THIS LIMITED WARRANTY IS FOUND TO NOT BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY CLAIM AS DEFINED IN THIS ARBITRATION PROVISION 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. VENUE SHALL BE IN THE STATE AND COUNTY IN WHICH THIS LIMITED WARRANTY WAS SOLD OR IN SUCH OTHER VENUE AS REQUIRED BY LAW OR AGREED UPON BY THE PARTIES.

This provision shall be governed by the Federal Arbitration Act and an award in arbitration will be enforceable under the Act by any court having jurisdiction. This **Arbitration Provision** does not apply in AK, D.C., GA, MD, WI, and WY.

11. 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.