

Limited Powertrain Warranty

LT

CUSTOMER INFORMATION

First Name _____ Last Name /Company Name _____ E-Mail Address _____ Telephone # _____
Street Address _____ City _____ State _____ Zip _____

DEALER / WARRANTOR INFORMATION

Selling Dealer / Warrantor _____ Dealer Code _____ Dealer Telephone # _____
Dealer Street Address _____ City _____ State _____ Zip _____

VEHICLE INFORMATION

Year _____ Make _____ Model _____ Vehicle Purchase Date _____ Vehicle Identification Number _____ Turbo/ Supercharger Diesel 4WD/ AWD

LIMITED WARRANTY COVERAGE TERM

Effective Date _____ Effective Mileage _____ **7 Years/250,000 Miles** (whichever comes first) Deductible \$0 (Per Repair Visit)

MAINTENANCE REQUIREMENTS IMPORTANT NOTICE TO THE CUSTOMER

You must perform the maintenance on your vehicle as outlined in your Owner's Manual with the selling dealer or a repair facility which has been pre-authorized by the ADMINISTRATOR in order for this LIMITED WARRANTY to be valid. For additional explanation, please refer to the terms on the back of this LIMITED WARRANTY.

I acknowledge that I have read all of the maintenance requirements and fully understand and accept it. _____ (Customer Initials)

TERMS & CONDITIONS:

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR SYSTEMS OR PARTS COVERED BY THIS WRITTEN WARRANTY IS LIMITED TO THE PERIOD OF THIS WRITTEN WARRANTY. DEALER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON ALL SYSTEMS OR PARTS NOT COVERED BY THE WRITTEN WARRANTY DESCRIBED HEREIN.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

PLEASE READ THIS LIMITED WARRANTY CAREFULLY. THIS LIMITED WARRANTY CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US AND TAKES PRECEDENCE OVER ANY ORAL OR OTHER WRITTEN STATEMENTS MADE TO YOU WITH RESPECT TO THE AMOUNT OF COVERAGE TO WHICH YOU ARE ENTITLED.

I acknowledge that I have read all of the provisions of the LIMITED WARRANTY provided to me and fully understand and accept them. I further acknowledge receipt of a copy of this LIMITED WARRANTY.

Date _____ Customer Signature _____ Dealer's Signature _____

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A. DEFINITIONS

1. "ADMINISTRATOR" is the agency which has been appointed by YOUR dealer to service all claims and inquiries arising from this LIMITED WARRANTY. The ADMINISTRATOR has no liability to YOU under the terms of this LIMITED WARRANTY.
2. "BREAKDOWN" means any covered part that fails to perform the function for which it was designed due to mechanical defect or through manufacturer's or repairer's faulty workmanship.
3. "COVERED PART" means any of the individual parts specifically listed under Section E.
4. "LIMITED WARRANTY" means this Limited Warranty Agreement.
5. "TERM" means the limited warranty coverage period as indicated in the Limited Warranty Information Section. Coverage expires the day YOU sell, trade, or transfer the vehicle.
6. "USED VEHICLE" means an automobile, truck or van upon its second or subsequent retail sale.
7. "WE", "US" or "OUR" refers to the dealer who sells the VEHICLE to YOU, and is the warrantor of this LIMITED WARRANTY issued to YOU.
8. "YOU" or "YOUR" means the original recipient of this LIMITED WARRANTY. This LIMITED WARRANTY is non-transferable.

B. DOLLAR LIMITS OF LIABILITY

THE DOLLAR TOTAL OF ALL BENEFITS PAID OR PAYABLE UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE OF THE VEHICLE AT THE TIME THIS LIMITED WARRANTY WAS ISSUED. THE TOTAL DOLLAR BENEFITS PAYABLE FOR ANY SINGLE REPAIR OR REPLACEMENT SHALL NOT EXCEED THE CASH VALUE OF THE VEHICLE IMMEDIATELY PRIOR TO BREAKDOWN AS DETERMINED BY THE MOST RECENT N.A.D.A OFFICIAL USED CAR GUIDE.

THE LIABILITY OF ANYONE PERFORMING UNDER THIS LIMITED WARRANTY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS LIMITED WARRANTY OR BREACH OF ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARISING BY OPERATION OF LAW BY VIRTUE OF PERFORMANCE UNDER THIS LIMITED WARRANTY, IS EXPRESSLY EXCLUDED. SUCH INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE AND COMMERCIAL LOSS.

SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

C. OTHER WARRANTIES, SERVICE CONTRACTS OR INSURANCE POLICIES

If YOUR vehicle is covered by any other warranty, service contract or insurance policy, OUR liability is limited to repair costs in excess of all

other applicable benefits. If coverage is denied by another warrantor or insurer, for any reason, this LIMITED WARRANTY will not be liable for any charges arising from that repair.

D. OUR RESPONSIBILITIES

WE agree to repair or replace any COVERED PART as required due to a Mechanical Breakdown or failure. If YOU are unable to return YOUR VEHICLE to US for repair or replacement, follow the procedure described in Section I. Reasonable expenses are not to exceed the manufacturer's suggested retail price for parts, and labor time based upon nationally recognized flat rate/or factory manuals. Replacement may be made with a part that is of like, kind and quality compatible with the original design specifications and wear tolerances of YOUR used vehicle.

E. WHAT YOUR LIMITED WARRANTY COVERS

Seven (7) model years (including the current year and the previous six (6) years) of the manufacturers listed below are eligible for coverage as long as the vehicle has 75,000 or fewer miles at the time of purchase.

Acura (except NSX)	Kia
Buick	Lexus
Cadillac	Mazda
Chevrolet	Mercury
Chrysler	Mitsubishi
Dodge (except Viper)	Nissan
Ford (except Ford GT)	Pontiac
GMC	Saturn
Honda	Scion
Hyundai	Subaru
Infiniti	Toyota
Jeep	Volkswagen

Mechanical Breakdown

During the LIMITED WARRANTY period, subject to the following coverage, at OUR option WE will pay YOU or a repairer the cost to remedy any breakdown of YOUR vehicle.

LIMITED POWERTRAIN WARRANTY

THE ITEMS LISTED UNDER THE LIMITED POWERTRAIN WARRANTY ARE THE ONLY ITEMS COVERED UNDER THIS PROGRAM. IF IT IS NOT LISTED, IT IS NOT COVERED.

1. ENGINE

Engine - Cylinder block, and all internal lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, fuel supply pump, vacuum pump, dipstick and tube, fasteners, seals and gaskets for the components listed above.

Turbocharged/Supercharged/Enhanced Engines - All of the above listed parts or equivalent plus: turbo-charger, waste gate controller, intercooler, hard lines, compressor clutch and pulley, bypass valve, injection pump, lines and nozzles.

2. TRANSMISSION

Automatic - Case and all internal lubricated parts including oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids and electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, fasteners, seals and gaskets for the components listed above.

Standard - Case and all internal lubricated parts including: main shaft, gear sets, shift forks, synchronizers, bearings, bushings, fasteners for the components listed above.

Transfer Case - (4x4 vehicles) - Case and all internal lubricated parts including: main shaft, gear sets, chain and sprockets, bearings,

bushings, mounts, fasteners for the components listed above, electronic and vacuum engagement components.

3. FRONT WHEEL DRIVE

Final drive housing, and all internal parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, axle hub bearings, propeller shafts, universal joints, drive shaft support, front axle hub bearings, fasteners, seals and gaskets for the components listed above.

4. REAR WHEEL DRIVE

Drive axle housing, and all internal lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, axle hub bearings, propeller shafts, universal joints, drive shaft support, front axle hub bearings, fasteners, seals and gaskets for the components listed above.

F. WHAT THIS LIMITED WARRANTY DOES NOT COVER

WE will not pay for costs covered by any warranty of the manufacturer or a repairer's guarantee, regardless of whether they honor such warranty or guarantee.

Maintenance and Parts Not Covered

The following are not covered under YOUR LIMITED WARRANTY:

1. The maintenance services and parts described in the Manufacturer's Maintenance Schedule for YOUR vehicle.
2. Any part not listed in the "WHAT YOUR LIMITED WARRANTY COVERS" section.
3. Other normal maintenance service and parts including engine tune up (including spark plugs, ignition wires, distributor cap and rotor), carburetor, EGR valve, batteries, filters, lubricants or fluids, air conditioning refrigerant, engine coolant, all hoses and belts (not specifically listed), brake pads and shoes, brake rotors and drums, suspension alignment, tires, wheel balancing, shock absorbers, CV boots, exhaust system, friction clutch disc and pressure plate, and clutch throw out bearing.
4. Glass, glass framework, fastening adhesives, sealed beams, light bulbs, lenses, trim, moldings, bright metal, upholstery, paint, sheet metal, body panels, structural framework, structural welds, and wiper blades.
5. After-market accessories or non-original equipment, components and systems not installed by the manufacturer, examples include: anti-theft systems, radio/speaker equipment, telephones, cruise control, and sun roof. This includes the failure of a covered component caused by the installation of said after-market equipment.

We will not pay costs incurred to improve operating performance as a result of normal wear and tear. This includes: valve grind(s) and/or piston replacement(s) designed to improve engine compression or reduce oil consumption, and diminished performance due to normal wear of MacPherson strut suspension components. We will not repair, replace, adjust, or align a non-covered component unless its failure is caused by the breakdown of a covered part.

In addition, WE will not pay benefits:

- When repairs are performed without prior authorization.
- For expenses charged for the disposal of environmentally unsafe materials.
- For expenses charged for non-specific materials or shop supplies.
- To correct a cosmetic imperfection.
- For a BREAKDOWN resulting from the failure to stop driving or protect YOUR vehicle from further damage after a mechanical BREAKDOWN occurs.
- For diagnosis charges for repairs not covered under this LIMITED WARRANTY.
- For a BREAKDOWN resulting from the failure of a non-covered component.
- For a BREAKDOWN caused by or involving collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, freezing, or flood.

- For loss of time, inconvenience, lodging, food, storage, or other consequential loss or damage that results from a BREAKDOWN.
- For a BREAKDOWN caused by abuse, misuse, alterations, or lack of customary maintenance as recommended in the Maintenance Requirements of this LIMITED WARRANTY and/or in the Manufacturer's Maintenance Schedule for YOUR vehicle.
- For a BREAKDOWN or damage caused or contributed to by operating a vehicle that does not have proper levels or specification (type) of fluids, lubricants, or coolant.
- For a BREAKDOWN caused by or contributed to by the use of contaminated fluids, improper fuels, or sub-standard oil.
- For a BREAKDOWN caused by rust or weather related corrosion.
- If YOUR vehicle's odometer has been stopped, altered, or misrepresents actual mileage.
- For a BREAKDOWN which existed prior to the date issued.
- If YOUR vehicle is a non-U.S. specification model.
- For failure to maintain YOUR vehicle in accordance to the maintenance requirements of this LIMITED WARRANTY.
- For a BREAKDOWN caused by towing a trailer or another vehicle unless YOUR vehicle is equipped for this as recommended by the manufacturer.
- For a BREAKDOWN caused by using YOUR vehicle for racing or other competition.
- For the repair of valves and/or rings for the purpose of raising the engine's compression when a BREAKDOWN has not occurred.
- For a BREAKDOWN caused by or involving modifications unless those modifications were performed by the manufacturer.
- If YOUR vehicle has been modified to plow snow, WE will not pay benefits whether the snowplow blade is attached to the vehicle or not.
- If YOUR vehicle is used for commercial purposes or is a truck rated more than 1 ton. Examples of commercial use are: police vehicle or emergency vehicle, hauling, construction (other than driving to and from work), deliveries, daily rentals, off-roading, carry passengers for hire, snowplowing.
- For any consequential or incidental 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.

G. RENTAL VEHICLE COVERAGE

Car Rental Expense is not covered under this LIMITED WARRANTY.

H. TOWING COVERAGE

Towing and Road Service is not covered under this LIMITED WARRANTY.

I. YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN

If YOU experience a BREAKDOWN, YOU agree to:

- Use all reasonable means to protect YOUR vehicle from further damage.
- Notify the ADMINISTRATOR as soon as possible if YOU are over 150 miles from the dealership where YOU purchased YOUR vehicle.
- Authorize the repair facility to perform necessary diagnostic work and provide "teardown authorization" so that the repair facility can provide an accurate diagnosis and estimate of repairs. IMPORTANT: MECHANICAL REPAIR COVERAGE DOES NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS LIMITED WARRANTY.
- Furnish the ADMINISTRATOR with such information as WE may reasonably require, and when requested provide proof of YOUR vehicle's regular maintenance during the LIMITED WARRANTY period as recommended by the manufacturer in the Owner's Manual.
- Acknowledge OUR right to refer YOUR vehicle to another repair facility of OUR choice in order to obtain a second opinion.
- Allow US to examine YOUR vehicle if WE ask to do so.

- Obtain authorization from ADMINISTRATOR prior to beginning any repairs covered by this LIMITED WARRANTY when repairs are to be performed by a repairer other than the dealer from whom YOU purchased this LIMITED WARRANTY (the vehicle is only eligible for a repair at another repair facility when a BREAKDOWN occurs over 150 miles away from the issuing dealer). You must notify the ADMINISTRATOR prior to the repair if YOU are over 150 miles from the dealer.
- If YOU have a BREAKDOWN on a weekend or holiday, please call the following business day to receive further instructions. Customer service hours are 8:00 AM - 7:00 PM (Eastern Time) Monday through Friday and 8:00 AM - 2:00 PM (Eastern Time) on Saturday.

GENERAL PROVISIONS

1. **LIMITED WARRANTY Period** - This LIMITED WARRANTY covers the customer named on the front of this agreement for seven (7) years or 250,000 miles, whichever comes first OR when ownership of the covered vehicle is transferred to either a private or commercial party or if YOU fail to perform the maintenance as outlined in YOUR Owner's Manual.
2. **When and Where YOU Are Covered** - YOU are covered when this LIMITED WARRANTY is issued to YOU **unless YOU purchase a vehicle with 10,000 miles or more on the odometer. For these vehicles, there is a waiting period of one hundred and twenty (120) days and four thousand (4,000) miles after the LIMITED WARRANTY date before coverage for repairs begins.** This LIMITED WARRANTY applies only to BREAKDOWNS occurring within the United States of America, its territories or possessions.
3. **If YOU Have Other Coverage** - If the manufacturer or repairer agrees to cover all or some of the cost of a BREAKDOWN after a warranty or guarantee has expired, WE will pay only for any extra cost.
4. **YOUR Help and Cooperation** - If WE ask, YOU agree to help US enforce YOUR rights against any manufacturer or repairer who may be responsible to YOU for the cost of repairs covered by this LIMITED WARRANTY.
5. **Limit of Liability** - OUR limit of liability is the cost to repair or replace any covered BREAKDOWN; but in no event shall this cost exceed the average retail value of YOUR vehicle as determined by the NADA (Official Used Car Guide) at the time of a loss.
6. **We may delegate the performance of OUR duties and obligations and assign OUR rights and benefits at any time during this LIMITED WARRANTY.**
7. **How LIMITED WARRANTY May Be Transferred** - This LIMITED WARRANTY is not transferable.
8. **How This LIMITED WARRANTY May Be Canceled** - This LIMITED WARRANTY is not cancelable. There is no cash value for this LIMITED WARRANTY.
9. **Not a Service Contract** - This LIMITED WARRANTY is being provided at NO ADDITIONAL CHARGE and is not a Service Contract.
10. **State or Federal Law** - If there is a provision in this LIMITED WARRANTY that is deemed to be in violation of State or Federal Law, then State or Federal Law would supersede that provision.

J. MAINTENANCE REQUIREMENTS

In order to keep your Limited Power Train Warranty in force, you must follow the maintenance procedures listed below. Failure to follow these procedures may result in denial of YOUR coverage.

YOUR vehicle must be serviced in accordance with all maintenance as recommended by the manufacturer in the Owner's Manual (severe weather conditions apply where applicable).

ALL SERVICES MUST BE PERFORMED AT THE SELLING DEALER, BY A TECHNICIAN EMPLOYED BY THE SELLING DEALER OR BY A REPAIR FACILITY WHICH HAS BEEN PRE-AUTHORIZED BY ADMINISTRATOR. YOU MAY CONTACT ADMINISTRATOR BY CALLING 800-432-4566.

In the event the manufacturer does not define scheduled maintenance by mileage and/or time, YOU must perform the services as outlined below:

YOU must have YOUR vehicle serviced in the following manner every four (4) months or five thousand (5,000) miles, whichever comes first:

1. Change engine and oil filter.
2. Check and maintain transmission fluid level.
3. Top off all fluid levels.
4. Check and maintain the proper level of coolant.
5. Follow all recommendations of the manufacturer regarding all other services.

YOU must keep receipts which verify the Vehicle Identification Number, work orders, and other documentation that shows date, a description of YOUR vehicle, mileage and services performed. We may require YOU to furnish US with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

ALL SERVICES MUST BE PERFORMED WITHIN ONE (1) MONTH OR ONE THOUSAND (1,000) MILES OF THE REGULAR SCHEDULED INTERVAL BASED UPON THE ODOMETER READING AND DATE OF THE PREVIOUS SERVICE.

WHO TO CALL IF YOU HAVE A BREAKDOWN

All BREAKDOWNS must be reported promptly to the ADMINISTRATOR.

Call toll-free: 1-800-432-4566

K. ADMINISTRATOR'S RESPONSIBILITIES

Although, OUR ADMINISTRATOR has no liability to YOU under this LIMITED WARRANTY, WE have authorized OUR ADMINISTRATOR to assist YOU in matters regarding this LIMITED WARRANTY. OUR ADMINISTRATOR is responsible for verifying all the information provided by YOU, US, or another repair facility. If YOU are on the road or YOU are unable to reach US, call the number listed below.

IN CASE OF BREAKDOWN CALL:

Limited Warranty Administrator
22 N.E. 22nd Avenue, Pompano Beach, FL 33062
(800) 432-4566.

L. SUBROGATION PROVISION

In the event that coverage is provided under this LIMITED WARRANTY after YOU are made whole, WE shall be subrogated to all the rights YOU may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree or other settlement; and YOU shall execute and deliver instruments and paper and do whatever is necessary to secure such rights. YOU shall do nothing to prejudice those rights. Further, all amounts recovered by YOU for which YOU have received benefits under this LIMITED WARRANTY shall belong to, and be paid to US up to the amount of benefits paid under this LIMITED WARRANTY.