

NEW LIFETIME LIMITED POWERTRAIN WARRANTY

Provided by <Dealer Name>

<Dealer Address>

Agreement No:
TWSN

Date: _____ Customer Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Year: _____ Model: _____ VIN#: _____ Mileage: _____

TERMS AND CONDITIONS

ELIGIBILITY - Qualified vehicles with an odometer reading of 5,000 miles or less and current model year or one prior year.

MAINTENANCE REQUIREMENTS -In order to keep your Lifetime Limited Powertrain Warranty valid, you must follow the maintenance procedures listed below.

- You are responsible for making sure the oil warning light gauge and the temperature warning light gauge are functioning before driving the vehicle.
- Your vehicle must receive all scheduled maintenance as recommended by the manufacturer Owner's Manual.
- You must keep copies of all repair orders. Copies must indicate; customer name, repair order number, repair order date, Vehicle Identification Number, a description of your vehicle, repair order mileage, and a complete description of services performed
- We may require you to furnish us with proof that the specified services have been performed. Failure to show proof that all scheduled maintenance and repairs have been performed may void coverage under this Lifetime Limited Powertrain Warranty.
- You are required to return to <Dealer Name> every (7) years for a complimentary powertrain inspection. This inspection must be performed within sixty (60) days of each seven (7) year anniversary of the original effective date of this Warranty stated above.

<Dealer Name> is committed to ensuring your vehicle is properly maintained in accordance with the manufacturer's recommendations, however it is ultimately your responsibility to retain copies of your maintenance records in order to assure your compliance with maintenance record retention and to assure eligibility of coverage of this Lifetime Limited Powertrain Warranty.

COMMERCIAL USAGE - Customer acknowledges that this vehicle will not be used for competitive driving or racing, police or emergency service, principally off-road use, snow removal, carriage of passengers for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another vehicle unless your vehicle is equipped for this as recommended by the manufacturer.

TRANSFERABILITY - Customer acknowledges that this Lifetime Limited Powertrain Warranty is Non-Transferable and expires the day he/she sells trades or transfers the above vehicle.

NOT A SERVICE CONTRACT OR INSURANCE Customer acknowledges that this Lifetime Limited Powertrain Warranty is being provided at NO ADDITIONAL CHARGE and is not a Service Contract and is not insurance.

Customer Buyer Signature Date

Dealer Representative Signature Date

DETAILS AND COVERAGES OF WARRANTY

COVERED COMPONENTS - Customer acknowledges that the only components covered by this Lifetime Limited Powertrain Warranty are those components designated by the vehicle manufacturer as "Powertrain" components in the manufacturer's original warranty documents applicable to the vehicle listed above.

NOT COVERED UNDER WARRANTY: This warranty does not cover damage or failures resulting directly or indirectly from fire, accidents, theft, abuse, negligence, misuse (racing or overloading), improper repairs, alteration or tampering, including installation of non-genuine manufacturer accessories, lack of proper maintenance, including use of fluids other than those specified in the Owner's Manual, installation of non-genuine manufacturer parts, airborne chemicals, tree sap, road debris (including stone chips), rail dust, salt, hail, floods, wind storms, water contamination, lightning and other environmental conditions.

TIRES: Tires are covered by a separate warranty provided by the tire manufacturer.

NORMAL WEAR AND TEAR: Noise, vibration, cosmetic conditions and other deterioration caused by normal wear and tear.

MAINTENANCE EXPENSE: Normal maintenance services such as engine tune-ups, replacement of fluid and filters, lubrication, cleaning and polishing, replacement of spark plugs and fuses, replacement of worn wiper blades, brake pads linings & clutch linings.

VEHICLE WITH ALTERED ODOMETER: A vehicle on which the odometer has been altered so that actual mileage cannot be determined.

SALVAGE OR TOTAL LOSS OF VEHICLE: Any vehicle that has ever been issued a "salvage" title or similar title under any state law or has ever been declared a "total loss" or equivalent by a financial institution or insurer, such as by payment for a claim in lieu of repairs because the cost or repairs exceeded the cash value of the vehicle.

INCIDENTAL DAMAGES: Incidental or consequential damages associated with a vehicle failure. Such damages include but are not limited to inconvenience, the cost of transportation, telephone calls and lodging, the loss of personal or commercial property, and the loss of pay or revenue.

WHERE YOU ARE COVERED: This Lifetime Limited Powertrain Warranty applies to breakdowns occurring within the continental United States of America, Hawaii and Canada.

DEDUCTIBLE • \$100 is the amount you must pay for covered repairs per covered component. If your cost is a warranty deductible charge imposed by the vehicle manufacturer, this Lifetime Limited Powertrain Warranty will pay for the manufacturer's deductible.

ADMINISTRATOR • Total Warranty Services is the administrator of this Lifetime Limited Powertrain Warranty. This Lifetime Limited Powertrain Warranty is provided by <Dealer name> at NO ADDITIONAL CHARGE to the Vehicle Purchaser. This Lifetime limited Powertrain Warranty is not a Service Contract and is not insurance

OTHER IMPORTANT PROVISIONS

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.
- Although you are not required, we recommend you return your vehicle to <Dealer Name>. While traveling away from home, please contact Total Warranty Services for assistance in locating a repair facility (877) 881-7805.
- 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: LIMITED POWERTRAIN WARRANTY COVERAGE DOES NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS LIMITED POWERTRAIN WARRANTY.

- Furnish the Administrator with such information as they may reasonably require, including proof of your vehicle's regular maintenance during the Limited Powertrain Warranty Period as recommended by the manufacturer in the Owner's Manual.
- Safely pull your vehicle off the road and shut down the engine immediately when the oil warning light gauge or the temperature warning light I gauge indicates a problem.
- Allow the Administrator to examine your vehicle if asked to do so.
- All repairs must be authorized by the Administrator prior to beginning any repairs covered by this Limited Powertrain Warranty.
- Call the following business day to receive claim filing instructions should a breakdown occur on a weekend or holiday. Customer service hours are 8:00AM- 6:00 PM (Eastern Time) Monday through Friday.

Who Is Paid - During the Limited Powertrain Warranty Period, we will reimburse <Dealer Name> or a licensed repairer or at our option reimburse you the cost of the authorized repair.

Replacement Parts -At our discretion, replacement parts used in covered repairs may include non-original equipment manufacturer parts, new remanufactured or used parts that meet the quality standards of the repairer or us.

Limit of Liability - Our limit of liability is the aggregate of paid repair 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 loss.

Limitations of Implied Warranty- All Implied Warranties which may arise under state law, including all Implied Warranties of Merchantability or Fitness for a particular purpose, are limited to the duration of this Warranty and do not cover incidental or consequential damages. Some states do not allow limitations on how long an Implied Warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If You Have Other Coverage- If the manufacturer, service contract provider or repairer agrees to cover all or some of the cost of a breakdown before or after a warranty or guarantee has expired, we will pay only for any extra cost, subject to the limits of this Lifetime Limited Powertrain Warranty.

Your Help and Cooperation- Your help and cooperation is required 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 Powertrain Warranty.

Subrogation - If we pay for a loss, we may require you to assign us your rights of recovery against others. We will not pay for a loss if you impair these rights to recover. Your rights to recover from others may not be waived.

Arbitration -In the event of a disagreement between you and us concerning costs, either of us may make a written demand for arbitration. This must be done within 60 days after the day you filed your claim. Each of us will select an arbitrator. The two arbitrators will select an umpire. Each of us will pay the expenses of the arbitrator we select. The expenses of the umpire will be shared equally. Unless both of us agree otherwise, arbitration will take place in the county and state in which you purchased your vehicle. Local rules apply. A majority decision will be binding.