

### Discover the Benefits of This Truly Unique Certified Pre-Owned Program

Most franchise dealers only offer CPO Certification on Used Vehicles matching their dealership franchises. The CertifiedVehicle.com CPO Program gives your dealership the ability to sell off-brand Used Vehicles with a CPO program that closely mirrors your OEM program.

### The CertifiedVehicle.com CPO Difference

The CertifiedVehicle.com CPO Program

- Is designed for flexibility
- Closely mirrors the manufacturer program that matches your franchise
- Eliminates the need to sell two completely different CPO programs
- Provides a convenient sales approach for your dealership associates

### Dealer Benefits of CertifiedVehicle.com Certified Pre-Owned Vehicle Program

Certified Pre-Owned branding & marketing builds trust and confidence in the CPO vehicle inventory

- Distinguishes CPO off-brand inventory from other "As Is" Used Vehicles
- Includes marketing launch kit with Brochures, Showroom Floor Sign, Window Clings & Checklists
- Includes professionally designed marketing Point-of-Sale collateral available for purchase
- Professional look and feel of program materials increases confidence in CPO program

### **Opportunities for Additional Profit per Sale**

- Available Wraps and Vehicle Service Contract options with CPO discount applied
- Ancillary F&I product sales opportunities
- Increased F&I product lines per vehicle sale
- Increased back end gross profit on upsells

### CPO Vehicle Sales are Trending Up (reference articles on next page)

- A gap exists between New and Used Vehicles in price and perception CPO fills that gap
- CPO vehicles tend to be newer and have similar technology to New Vehicles
- Warranty coverage provides reassurance of financial protection
- · Certification conveys an intangible benefit to customers that they made the "smart" choice
- CPO buyers are willing to pay more for a vehicle than non-CPO buyers
- CPO vehicles sell faster than non-CPO vehicles
- Idea of CPO resonates with younger buyers who can afford to "buy up" without paying "new" prices





### Selling Points for Dealers to Customers

- Certification requires that the CPO Vehicle has passed a rigorous Multi-Point Inspection
- CPO Vehicles typically have lower mileage than non-CPO Used Vehicles
- Vehicle history report included with CPO provides evidence of positive history
- Reassurance from Limited Warranty and ability to purchase additional coverage not frequently available on Used Vehicles
- 3-Month Trial Subscription of SiriusXM<sup>®</sup> All Access, if applicable<sup>\*</sup>
   Dealer can enroll with SiriusXM Pre-Owned program online at siriusxmdealerprograms.com/EnrollNow.aspx

### Need More Information about Why You Should Consider the CertifiedVehicle.com Certified Pre-Owned Vehicle Program at Your Dealership?

Search for these online articles related to CPO Sales:

"Used Vehicle Market Poised for Record Sales in 2019" (March 20, 2019). www.edmunds.com

"Millennials May Be Fertile Market for CPO" (April 22, 2017) www.autonews.com

"CPOs Sell Better than Non-Certified Vehicles" (November 26, 2018) www.autonews.com

"These Are the Good Things you Get with a CPO Vehicle" (April 30, 2019) www.caranddriver.com

"JD Power Predicts CPO Vehicle Market Will Keep Thriving in 2019" (April 22, 2019) thenewswheel.com

"December CPO Sales End Year at Record Level" (January 16, 2020) www.coxautoinc.com

### The CertifiedVehicle.com CPO PROGRAM IS OFFERED EXCLUSIVELY by: BY C BERMAN ASSOCIATES



### IMPORTANT RECALL INFORMATION: Some of the CertifiedVehicle.com certified pre-owned vehicles may be subject to unrepaired safety recalls. Check for a vehicle's unrepaired recalls at www.nhtsa.gov/recalls.

<sup>\*</sup> CertifiedVehicle.com dealer must be active in the SiriusXM Pre-Owned Program.

SiriusXM service will automatically stop at the end of the trial unless the customer decides to subscribe. If continueingservice, the paid subscription plan chosen will automatically renew and the customer will be charged the rate in effect at that time and according to the chosen method. The customer may cancel at any time by calling 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at SiriusXM.com, Fees and program subject to change. © 2020 SiriusXM Radio Inc. SiriusXM, Automatic, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries. All rights reserved.

# CERTIFIED VIELICLE

DEALER CERTIFIED PRE-OWNED PROGR/ Peace of Mind for the Road Ahead

### **CERTIFIED PRE-OWNED VEHICLE PROGRAM**

The CertifiedVehicle.com Certified Pre-Owned Program offers Certified Pre-Owned (CPO) vehicle benefits beyond a standard used vehicle purchase. Shop with confidence, knowing that each vehicle is in optimal shape and passed a thorough multi-point inspection to ensure it is safe and reliable for you on the road ahead.

All CertifiedVehicle.com CPO vehicles come with a Dealer Certified Limited Warranty which includes a combination of Powertrain and/or a comprehensive level of coverage for a limited time based on the selling dealer's manufacturer's certified warranty. See your participating CertifiedVehicle.com dealer for specific coverage terms and details on the Certified Pre-Owned Vehicle Program.



IMPORTANT RECALL INFORMATION: Some of the CertifiedVehicle.com certified pre-owned vehicles may be subject to unrepaired safety recalls. Check for a vehicle's unrepaired recalls at www.nhtsa.gov/recalls.

## (((SiriusXM<sup>®</sup>)))

All CertifiedVehicle.com Certified Pre-Owned vehicles equipped with satellite radio come with a 3-Month Trial Subscription of SiriusXM All Access including over 150+ channels in the car, plus even more on the app and online.<sup>1</sup>

Dealer must be active in the SiriusXM Pre-Owned Program.

### Why Buy a CertifiedVehicle.com CPO Vehicle?

All CertifiedVehicle.com CPO vehicles have been evaluated for eligibility and have met the criteria necessary to be included in the CPO Program. Each vehicle:

- Passed a rigorous Multi-Point Vehicle Inspection
- Includes a CPO Manufacturer Style Limited Warranty
- Has a clean title
- Includes a comprehensive vehicle history report

1. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the paid subscription plan you choose will automatically renew and you will be charged the rate in effect at that time and according to your chosen method. You may cancel at any time by calling 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at SiriusXM.com, Fees and program subject to change. © 2020 SiriusXM Radio Inc. SiriusXM, Automatic, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries. All rights reserved.

### **VEHICLE SERVICE CONTRACT**

Protect yourself from unexpected expenses with the purchase of a Vehicle Service Contract (VSC). By upgrading your CertifiedVehicle.com Certified Pre-Owned Limited Warranty coverage with this optional purchase, you have the security of knowing you are protected on future covered repairs. See your dealer for details.

COVERAGE <sup>2</sup>	PREMIER PLAN	PREMIER PLUS PLAN	
ENGINE		Ø	ADDITIONAL BENEFITS to protect you from the unexpect
TRANSMISSION	0		ROADSIDE ASSISTANCE <sup>3</sup>
AXLE ASSEMBLY	0	<b>S</b>	(Included in the Limited Warranty & Option
FUEL SYSTEM	Ø (		VSC Plans) Includes towing, lockout assista
SUSPENSION	Ø		fuel delivery, jump-starts, and flat changes. Available 24/7 throughout
AIR CONDITIONING	Ø		United States and Canada.
ELECTRICAL	Ø		SUBSTITUTE TRANSPORTATION <sup>4</sup> (Included in VSC Coverage Plans)
BRAKES (EXCLUDING WEAR ITEMS)	Ø	0	You will be reimbursed up to \$50 a for a maximum of five days for substit
COMPUTER ELECTRONICS	Ø	0	transportation if a covered part fails
FRONT/REAR SUSPENSION		Ø	manner.
HI-TECH ELECTRONICS		Ø	PROTECTION WHEN YOU TRAVEL <sup>4</sup> (Included in VSC Coverage Plans)
FULL EXCLUSIONARY	$\bigcirc$	Ø	You will be reimbursed up to \$75 a day f maximum of 4 days for meals and lode

if a covered part fails and you are over 150

miles from your principal residence.

COVERED



PARTIALLY COVERED

) NOT COVERED

- 2 See Vehicle Service Contract for detailed coverage information.
- 3 Parts and fuel/fluids are your additional cost.
- 4. See individual contracts for details on applicability, limitations and reimbursement limits.

### Get What You Want...For Less

Purchasing a CertifiedVehicle.com Certified Pre-Owned vehicle is the smart choice. It means you don't have to sacrifice to get what you want with your next vehicle purchase.

You can buy a well-equipped Certified Pre-Owned vehicle without paying new car prices. And, you can have peace of mind knowing your vehicle has been thoroughly inspected and comes thoroughly protected with Certified Limited Warranty coverage.

Peace of mind for the road ahead.

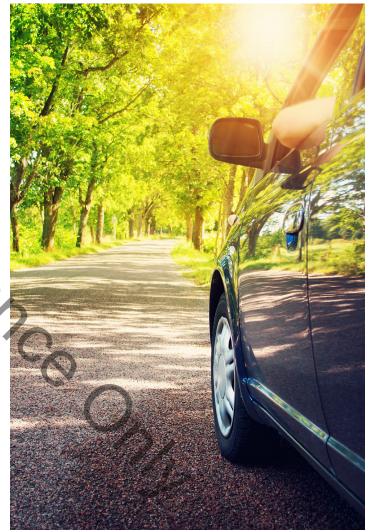
Certified Limited Warranty Coverage Provided by: Your Selling Dealer

Vehicle Service Contract Coverage Provided by: GS Administrators, Inc. GS Administrators, Inc. of Texas in OH GS Administrators of Florida, Inc. in FL

1345 Enclave Parkway Houston, TX 77077 (800) 833-8443

#### FL License #14-639577353

This brochure is for information purposes only. Coverage is subject to exclusions and limitations set forth in the Limited Warranty and VSC. The term and conditions of the optional VSC coverage offered and purchased may vary both from state to state and according to the program features chosen by you.







### AGENT SHEET

Franchised Dealer	Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
CHRYSLER/DODGE/FIAT/JEEP	5/75	7/100	3/3	\$100	\$375
FORD	5/80	7/100	12/12	\$100	\$620
GM	6/75	6/100	12/12	\$0	\$499
HONDA	6/80	7/100	12/12	\$0	\$499
HYUNDAI	5/60	10/100	3/3	\$50	\$499
KIA	5/60	10/100	12/12	\$50	\$450
NISSAN	6/80	7/100	N/A	\$50	\$399
SUBARU	5/80	7/100	N/A	\$0	\$495
ΤΟΥΟΤΑ	6/85	7/100	12/12	\$50	\$450
VOLKSWAGEN	6/75	N/A	24/24	\$50	\$399

### **Regarding Coverage:**

- **Powertrain coverage** is formatted as XX/YYY which means XX years / YYY,000 miles. The effective date is the date that the vehicle was first put into service via retail sale, lease, fleet sale, and dealer demonstrator(i.e. manufacturer's warranty start date). The effective mileage is zero.
- **Premier Plus coverage** is formatted as XX/YY which means XX months / YY,000 miles. The effective date is the vehicle purchase date. The effective mileage is vehicle mileage at purchase.

#### **Regarding Eligibility:**

- The vehicle eligibility is formatted as X/YY which mean X model years / YY,000 miles.
- Vehicle is within Current + X model years (MY), the vehicle's model year must be greater than or equal to the Current + MY calculation where the Current + MY means subtract the number of model years from the current calendar year.
- Vehicles must be less than YY,000 miles.
- Vehicle make must be listed on current Vehicle Class Schedule.

- Examples of Ineligible Vehicle Makes include: Bentley, Ferrari, Lamborghini, Lotus, Maserati & Rolls Royce.
- Ineligible Vehicle Categories: Commercial; RV/Trailers/Conversion Vans; any Salvage Title or Grey Market; Over One Ton Chassis; Twin-Turbo, or engines exceeding 8 cylinders; Electric only or Kit vehicles; and Vehicles Altered or Modified from Manufacturer specifications with respect to suspension, doors, engines, wheels, roofs, etc.





### **CHRYSLER/DODGE/FIAT/JEEP Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
5/75	7/100	3/3	\$100	\$375

#### **Regarding Coverage:**

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### **FORD Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
5/80	7/100	12/12	\$100	\$620

### **Regarding Coverage:**

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### **GM Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
6/75	6/100	12/12	\$0	\$499

### **Regarding Coverage:**

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### **HONDA Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
6/80	7/100	12/12	\$0	\$499

### **Regarding Coverage:**

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### **HYUNDAI Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
5/60	10/100	3/3	\$50	\$499

#### **Regarding Coverage:**

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### **KIA Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
5/60	10/100	12/12	\$50	\$450

### **Regarding Coverage:**

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### **NISSAN Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
6/80	7/100	N/A	\$50	\$399

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### **SUBARU Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
5/80	7/100	N/A	\$0	\$495

### **Regarding Coverage:**

- **Powertrain coverage** is formatted as XX/YYY which means XX years / YYY,000 miles. The effective date is the date that the vehicle was first put into service via retail sale, lease, fleet sale, and dealer demonstrator(i.e. manufacturer's warranty start date). The effective mileage is zero.
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### **TOYOTA Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
6/85	7/100	12/12	\$50	\$450

### **Regarding Coverage:**

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### **VOLKSWAGEN Franchised Dealer**

Vehicle Eligibility	Powertrain Coverage	Premier Plus Coverage	Deductible	Rate
6/75	N/A	24/24	\$50	\$399

### **Regarding Coverage:**

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### CERTIFIEDVEHICLE.COM CPO LIMITED WARRANTY

	MODELS	
ACURA	All Models	
AUDI	All Models	
BMW	Most Models	
	EXCLUDES Alpina	
	EXCLUDES M-Series	
BUICK	All Models	
CADILLAC	All Models	
CHEVROLET	All Models	
CHRYSLER	All Models	
DAEWOO	All Models	
DODGE	All Models	
FIAT	All Models	
FORD	All Models	
GEO	All Models	
GMC	All Models	
HONDA	All Models	
HUMMER	All Models	
HYUNDAI	All Models	
INFINITI	All Models	
ISUZU	All Models	
JAGUAR	All Models	
JEEP	All Models	
KIA	All Models	

	MODELS	
LEXUS	All Models	
LINCOLN	All Models	
MAZDA	All Models	
MERCEDES BENZ	Most Models	
	EXCLUDES AMG	
MERCURY	All Models	
MINI	All Models	
MITSUBISHI	All Models	
NISSAN	All Models	
OLDSMOBILE	All Models	
PLYMOUTH	All Models	
PONTIAC	All Models	
PORSCHE	All Models	
RANGE ROVER	All Models	
SAAB	All Models	
SATURN	All Models	
SCION	All Models	
SMART	All Models	
SUBARU	All Models	
SUZUKI	All Models	
ΤΟΥΟΤΑ	All Models	
VOLKSWAGEN	All Models	
VOLVO	All Models	



### LIMITED WARRANTY CERTIFIED

### WARRANTY NUMBER:

### REGISTRATION

WARRANTY HOLI	DER INFORMATION	
	FIRST NAME	
EVENING PHONE	EMAIL AC	DRESS
CITY	STATE	ZIP CODE
VEHICLE IN	FORMATION	
YEAR MAKE	MODEL	
CURRENT MILEAGE	VEHICLE PURCHASE DATE	VEHICLE PURCHASE PRICE
DEALER IN	FORMATION	a Maranana ana ang
AE Car	S.C.	PHONE NUMBER
CITY	STATE	ZIP CODE
COVERAGE		
TERM MONTHS	TERM MILEAGE	DEDUCTIBLE
as VPN		
ADMINIST	RATIVE USE	
S. R. P.		
	EVENING PHONE CITY VEHICLE IN VEAR MAKE CURRENT MILEAGE DEALER IN ME CITY COVERAGE TERM MONTHS	EVENING PHONE EMAIL AC   CITY STATE   CITY STATE   YEAR MAKE   OURRENT MILEAGE VEHICLE PURCHASE DATE   DEALER INFORMATION   ME   CITY STATE

NOTICE: Verbal statements made by anyone contrary to the Limited Warranty's provisions shall be of no effect. Any modification, alteration, or change to the preprinted terms and conditions of this Limited Warranty is invalid and of no force or effect.

My signature means that I acknowledge that (1) the Dealer has explained the terms and conditions of this Limited Warranty, (2) a copy of the Limited Warranty has been provided to me, and (3) this Limited Warranty is provided to me at no additional cost.

CUSTOMER SIGNATURE	DATE	DEALER SIGNATURE
Х		Х

**IF YOUR VEHICLE INCURS A BREAKDOWN:** In the event of a mechanical breakdown, You must take immediate action to protect the Vehicle from further damage. The operator is responsible for observing Vehicle warning lights and gauges and taking appropriate action immediately. Failure to do so may result in the denial of coverage.

#### AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS PLEASE CALL: 1-800-687-0363 FOR ASSISTANCE

#### TERMS AND CONDITIONS

This Limited Warranty (also referred to as "Limited Warranty") is between the Warranty Holder (also referred to as "You") shown in the Registration Section and Us as defined below. Your rights under this Limited Warranty cannot be transferred to any other vehicle or any other owner of Your Vehicle. All obligations under this Limited Warranty are solely Ours and not those of the Administrator which only administers this Limited Warranty for Us. The terms and conditions of this Limited Warranty are based on the state where it was issued. The duration of the implied warranty of merchantability is limited to the duration of this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

1. **DEFINITIONS.** The following definitions apply to words frequently used in this Limited Warranty:

"Administrator" means the entity that administers this Limited Warranty for Us.

"Breakdown" means the failure of a covered part when properly maintained and serviced under manufacturer guidelines and used under normal service. A covered part has failed when it can no longer perform the function for which it was designed or when it no longer meets the manufacturer field tolerance required to perform its designed function. This condition must exist solely because of its condition and not because of the action or inaction of any non-covered parts.

"Deductible" means the amount You are required to pay, as shown in the Registration Section, per repair visit, for covered Breakdowns. Should a covered Breakdown take more than one visit to repair, only one deductible will apply for that Breakdown.

"Registration Section" means the Registration section on page 1 of the Limited Warranty.

"We", "Us", or "Our" means the Dealer shown in the Registration Section.

"You", "Your" means the person shown in the Registration Section as the Warranty Holder.

"Your Vehicle" means the vehicle shown in the Registration Section.

#### 2. LIMITED WARRANTY PERIODS.

The term of Your coverage depends on the Coverage Type shown in the Coverage Information Section of the Registration Section as follows:

Premier Plus Coverage. Premier Plus coverage begins on the Vehicle Purchase Date shown in the Registration Section and will expire according to the time and/or mileage of the plan as shown in the Coverage Information Section of the Registration Section, whichever occurs first. Time expiration is measured from the Vehicle Purchase Date and mileage expiration is measured from the Current Mileage shown in the Registration Section.

Powertrain Coverage. Powertrain coverage begins on the Manufacturer's Warranty Start Date shown in the Registration Section and will expire according to the time and/or mileage of the plan as shown in the Coverage Information Section of the Registration Section, whichever occurs first. Time expiration is measured from the Manufacturer's Warranty Start Date shown in the Registration Section not from the Vehicle Purchase Date and mileage expiration is measured from 0 miles and not from the Current Mileage shown in the Registration Section.

3. LIMITS OF LIABILITY. Our liability under this Limited Warranty for any one repair visit shall not exceed the trade-in value of Your Vehicle at the time of the repair visit as listed in the National Automobile Dealers Association used car guide. The total of all benefits paid or payable under this Limited Warranty shall not exceed the fair market value of Your Vehicle, at the time Your Vehicle was purchased, as determined by Us using leading industry used car value guides such as National Automobile Dealers Association used car guide or Kelley Blue Book.

#### 4. WHAT IS COVERED.

Mechanical Breakdown Benefit. During the relevant coverage period. We will pay or reimburse You for reasonable costs to repair or replace any Breakdown of a part listed in Section 5 of this Limited Warranty as a covered component, less any Deductible, in accordance with the Terms and Conditions contained in this Limited Warranty. Replacement parts may be new, remanufactured, or replacement parts of like kind and quality, as determined by Us.

24-Hour Roadside Assistance Benefit. If You are in need of non-accident related emergency roadside assistance, You must call the toll-free number 1-800-446-6614 for service. Only service requests provided through this number will be honored. Emergency roadside assistance services are not available in areas where state providers are exclusively utilized. The maximum amount payable per incident is \$100.00. This maximum does not apply to towing services rendered within 30 miles of Us. If you are more than 30 miles from Us and the cost of the service rendered exceeds \$100.00 you will be required to pay the difference at the time of service. Towing to Us is required with 30 miles. The following benefits are available 24 hours a day, 365 days a year, anywhere in the contiguous United States of America, Alaska, Hawaii or Canada:

- (i) Towing in accordance with the terms above.
- (ii) Jump starts.
- (iii) Flat Tire Changes Utilizing Your Vehicle's inflated spare.
- (iv) Fuel/Fluid Delivery Up to a maximum of two (2) gallons of fuel/fluid. The cost of fuel/fluid is extra and must be paid when service is rendered.
- (v) Lockout Service Key cutting/replacement is extra and must be paid when service is rendered.

#### 5. COVERED COMPONENTS.

There are multiple Coverage Types described in this Limited Warranty. The covered components for Your Vehicle are described below and are determined by the Coverage Type indicated in the Registration Section. The components covered under this Limited Warranty are as follows:

#### Premier Plus Coverage covers all Vehicle components EXCEPT the items listed in this Section:

Battery, shock absorbers, standard transmission clutch assembly, friction clutch disc and pressure plate, throw out bearing, distributor cap and rotor, safety restraint systems (including air bags), glass, sealed beams, light bulbs, cellular phones, radar detectors, appliances, steering wheel, tailgate assembly, natural gas fuel systems, high voltage battery pack, high voltage plug assembly, high voltage system main relay assembly, jack, tool kit, brake rotors and drums, leaf and coil springs, struts, floor mats, catalytic converter, exhaust pipes, muffler and tailpipe, weather strips, trim, moldings, seat covers, upholstery and carpet, paint, outside omamentation, body sheet metal and panels, frame and structural body parts, spark plug wires, hoses, tires and wheel/rims/hub caps, and correction of rattles, squeaks, wind noise, odors and core charges.

Powertrain Coverage covers only the Vehicle components listed in this Section:

Engine components: all lubricated components and: timing belt, timing gears, exhaust manifolds, turbo assembly, oil pan, seals and gaskets, piston, timing cover, engine mounts, intake manifold, turbo wastegate, flywheel, cylinder heads, supercharger, intercooler, timing chain, flexplate, turbo intercooler, crankshaft pulley, oil pump, supercharger assembly, valve covers, crankshaft, equipment drive shaft, engine oil reservoir, camshaft, engine oil reservoir pump, balance shaft and belt, engine block and rotary engine components including: rotor, bearings, apex seal and eccentric shaft.

Manual transmission: transfer case components: all lubricated components and: transmission mounts, seals and gaskets, clutch master cylinder, clutch release cylinder, shift linkage, gears and shaft, hydraulic clutch lines and case .

Axle assembly components (front, rear, four-wheel and all-wheel drive): all lubricated components and: propeller shaft, axles and bearings, constant velocity joints and boots, center support bearing, universal joints, seals and gaskets, locking hubs, viscous coupling, thrust washers and drive axle housing

Automatic transmission: transfer case components: all lubricated components and: torque converter, shift linkage, vacuum modulator, seals and gaskets, solenoids, transmission mounts and case.

#### 6. WHAT IS NOT COVERED. This Limited Warranty does not provide coverage:

- A. For maintenance services and parts described in Your Vehicle's Owner's Manual (supplied by the manufacturer) and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, glow plugs, hoses, drive-belts, brake pads, brake linings/shoes and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.
- B. For any damage and/or Breakdown resulting from external forces or events. This includes but is not limited to: collision, road hazard, overheating, fire, theft, vandalism, riot, insurrection, war, explosion, natural disasters, nuclear contamination, lightning, earthquake, freezing, rust or corrosion, windstorm, dust storm, hail, water or flood, acts of God, salt, environmental damage, chemicals, and contamination of fluids, fuels, coolants or lubricants.
- C. For any Breakdown caused by misuse, abuse, negligence, contaminants, failure to maintain proper levels of lubricants and/or coolants, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, improper servicing or repairs subsequent to purchase or repairs to vehicles with damage caused by a previous improper repair or failure to protect Your Vehicle from further damage when a Breakdown has occurred.
- D. For any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. For diagnostic charges incurred in connection with a non-covered repair and any storage charges.
- E. For any damage to covered parts caused by non-covered parts.
- F. For failure caused by modifications or parts not authorized or supplied by the vehicle manufacturer subsequent to the Vehicle Purchase Date, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift kits, oversized/undersized tires/wheels, trailer hitches, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications.
- G. If Your odometer has ceased to operate and odometer repairs have not been made immediately or the odometer has been altered in any way subsequent to the Vehicle Purchase Date so that actual distance traveled cannot be determined.
- H. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle described in this Limited Warranty, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other related losses including other incidental or consequential damages. Some states do not allow for the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to You.
- I. For any repair covered by any other valid repair agreement, manufacturer's warranty, limited warranty, insurance policy, or manufacturer customer assistance program, regardless of whether the obligor under such other agreement performs or fails to perform its obligations. Further, coverage under this Limited Warranty is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including recalls and factory service bulletins.
- J. If You are using or have used Your Vehicle in a manner not recommended by the manufacturer or Your Vehicle is used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or is used for rental, commercial delivery/service/repair, taxi, limousine or shuttle, police or emergency service, principally off road use, prearranged or organized racing or competitive driving, or snow removal.
- K. If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.
- L. For Breakdowns that occur and/or repairs made outside of the United States of America and Canada.
- M. For any retrofit of systems, components or parts.
- 7. FILING A CLAIM. To Report Claims, call the Administrator at 1-800-687-0363. If Your Vehicle incurs a Breakdown, You must take the following steps:
- A. <u>Prevent Further Damage</u> Take immediate action to prevent further damage. This Limited Warranty will not cover the damage caused by not obtaining a timely repair when a Breakdown has occurred. The operator of Your Vehicle is responsible for observing vehicle warning lights and gauges and taking appropriate action immediately. Failure to do so may result in the denial of coverage.
- B. Bring Your Vehicle to Us If Your Vehicle breaks down, You must return Your Vehicle to Us at the address shown in the Registration Section. If this is not possible, call the Administrator for instructions before You deliver Your Vehicle to a licensed repair facility.

- C. Provide the Repair Facility with a copy of Your Limited Warranty and/or Your Limited Warranty Number.
- D. Obtain Prior Authorization from the Administrator Prior to any repair being made, instruct the service manager to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered, unless Your Vehicle becomes inoperable outside of normal business hours and You cannot reach the Administrator. In that instance, You may proceed with the necessary repairs. Reimbursement will be based on standard industry practices and the other terms and conditions of this Limited Warranty will apply. You must submit all repair orders and documentation within 30 days. If You cannot submit the required documents within 30 days, Your claim will not be invalidated if You show the Administrator it was not reasonably possible to file within the 30 day time frame and You filed claim documentation has prejudiced the ability to administer and/or pay the claim. You must provide the Administrator with such information as may be reasonably requested and parts must be made available for inspection. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Limited Warranty. Any additional amount must receive prior approval.
- E. <u>Authorize Tear-Down and/or Inspection</u> In some cases, You may need to authorize the repair facility to tear-down or diagnose Your Vehicle in order to determine the cause and cost of the repair. You are responsible for tear down or diagnostic charges in the event the Breakdown is not covered under this Limited Warranty. The Administrator reserves the right to require an inspection of Your Vehicle prior to any repair being made.
- F. Review Coverage You should review with the service manager the benefits that apply to Your specific situation prior to proceeding with vehicle repairs.
- G. Pay any applicable Deductible The Administrator will reimburse the repair facility or You for the covered repairs for Your Vehicle that were properly authorized, less the Deductible (if any). Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 30 days to be eligible for payment. Failure to file required claim documentation within 30 days will not invalidate a claim if You show the Administrator it was not reasonably possible to file within the 30 day time limit and You filed required claim documentation as soon as reasonably possible.

#### 8. MAINTENANCE REQUIREMENTS

- A. You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in Your Vehicle's Owner's Manual (supplied by the manufacturer). NOTE: Your Vehicle's Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of coverage.
- B. You must retain verifiable receipts showing services performed or, if You perform Your own services, receipts for purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. Maintenance and/or service work receipts may be requested by the Administrator. Failure to provide proof of required maintenance may result in the denial of coverage.

#### 9. OTHER IMPORTANT PROVISIONS

- A. THIS LIMITED WARRANTY IS NOT INTENDED TO SUBSTITUTE FOR ANY USED VEHICLE WARRANTY WHICH WE MAY BE REQUIRED TO PROVIDE TO YOU UNDER ANY STATE LAW.
- B. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from state to state. This Limited Warranty only limits these other rights to the extent stated in this Limited Warranty and not prohibited by law.
- C. If any provision of this Limited Warranty is held to be invalid, the invalidity shall not affect the remainder of the Limited Warranty.
- D. If You have a right to recover against another party for anything We have paid under this Limited Warranty, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
- E. <u>WAIVER OF JURY TRIAL</u>. THE PARTIES HERETO RECOGNIZE AND AGREE THAT ANY CLAIM (AS DEFINED IN SECTION 10 BELOW) BETWEEN THE PARTIES UNDER THIS LIMITED WARRANTY, OR ARISING OUT OF THE RELATIONSHIP CREATED BY THIS LIMITED WARRANTY, WOULD INVOLVE DIFFICULT AND COMPLEX ISSUES THAT WOULD BE MORE APPROPRIATE TO TRY BEFORE A JUDGE WITHOUT A JURY. THE PARTIES DESIRE TO MINIMIZE THE DELAYS, TIME AND EXPENSES THAT ARE INHERENT IN JURY TRIALS AND TO EXPEDITE THE RESOLUTION OF ANY SUCH CLAIMS, INCLUDING ANY CLAIM YOU ASSERT AGAINST OUR PARENT, SUBSIDIARIES, AFFILIATES, LICENSEES, PREDECESSORS, SUCCESSORS, ASSIGNS OR ADMINISTRATORS, OR THE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS OR REPRESENTATIVES OF ANY OF THE FOREGOING, OR ANY THIRD PARTY PROVIDING ANY PRODUCT OR SERVICE IN CONNECTION WITH THE LIMITED WARRANTY OR ANY OTHER PERSON, IN CONNECTION WITH ANY CLAIM ASSERTED AGAINST US. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS LIMITED WARRANTY, OR ANY TRANSACTIONS CONTEMPLATED HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LIMITED WARRANTY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR YOU AND US TO ENTER INTO THIS LIMITED WARRANTY AGREEMENT.

#### **10. OPTIONAL ARBITRATION PROVISION**

PLEASE READ THIS OPTIONAL ARBITRATION PROVISION CAREFULLY. It provides that You and We may agree that claims (defined below) be resolved by binding arbitration. If You and We agree to invoke this optional arbitration provision ("Optional Arbitration Provision") to resolve a claim it will replace the right to go to court.

This Optional Arbitration Provision is a part of this Limited Warranty. You and We agree that, except as expressly provided below, any and all disputes, controversies or claims of every kind or nature arising out of or in any way related to any acts, statements or representations leading up to the making of the Limited Warranty, or the validity, interpretation, performance or breach of any provision of the Limited Warranty, or any relationship resulting from or related to any of the foregoing (each a "Claim") will, upon agreement of the parties, be resolved exclusively through binding arbitration. This includes any Claim You assert against Our parent, subsidiaries, affiliates,

licensees, predecessors, successors, assigns or administrators, or the employees, directors, officers, shareholders or representatives of any of the foregoing, or any third party providing any product or service in connection with the Limited Warranty or any other person, in connection with any Claim asserted against Us. Through this Optional Arbitration Provision, You and We waive any right You or We might have had to bring any action, lawsuit, class action, or class arbitration, or to participate in such as a claimant. You and We also waive any right to consolidate or join any arbitration proceedings with the arbitration proceedings of others. You and We also waive also waive any right to bring a representative action or serve as a private attorney general in arbitration or litigation in any jurisdiction where such proceedings are permitted.

Both parties acknowledge their understanding that: (1) by agreeing to arbitrate they waive their right to a trial by judge or jury; (2) discovery in an arbitration proceeding may be more limited than and different from that in a court proceeding; (3) the arbitrator is not required to state the basis of his or her decision or to issue any findings of fact; and (4) the right to appeal or to seek modification of rulings by the arbitrator may be limited. Other rights You might have if You went to court may not be available in arbitration.

This Optional Arbitration Provision applies from the Limited Warranty effective date. You and We acknowledge that the Limited Warranty and the underlying transaction involve interstate commerce and that this Optional Arbitration Provision is therefore governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and any amendments thereto. To the extent any other agreement to arbitrate may be applicable to this Limited Warranty, it is superseded for purposes of this Optional Arbitration Provision, and this Optional Arbitration Provision will control.

This Optional Arbitration Provision will not apply to any Claim that is brought by You or Us as an individual (non-class) action in a small claims court, so long as the Claim is not amended to seek an amount in excess of the jurisdiction of the small claims court or to request a jury trial or relief on behalf of a class of claimants.

Any arbitration will be administered by the American Arbitration Association ("<u>AAA</u>"), telephone 1-800-778-7879 (toll free), www.adr.org, or such other nationally recognized arbitration process or organization mutually agreed upon by You and Us. The arbitration will be conducted pursuant to the rules of the AAA or such other nationally recognized arbitration process or organization mutually agreed upon by You and Us, as applicable, in effect at the time the arbitration is commenced (hereinafter "the Rules"). To the extent the Rules are inconsistent with this Optional Arbitration Provision, this Optional Arbitration Provision will control.

Any arbitrator will have no power to award damages or other relief to a class of claimants, or to consolidate any claim of any other person or entity with any claim of You or Us except as expressly provided above in this Optional Arbitration Provision or to award damages or relief to or for the benefit of any person or entity that is not a party to the arbitration.

You and We will each pay our **own attorney's fees and** other costs of all arbitration proceedings except as otherwise provided under applicable law or the Rules. The fees of the administration and the arbitrator will be allocated in accordance with the Rules.

This Optional Arbitration Provision will survive the completion or termination of the Limited Warranty. If any portion of this Optional Arbitration Provision is deemed invalid or unenforceable, the remaining portion will nevertheless remain in force, except that if a court or arbitrator should determine that the provision hereof that there will be no class arbitration and/or no consolidation of the claims of others in the arbitration between You and Us is not enforceable, and that determination is affirmed should there be any appeal thereof, then this entire Optional Arbitration Provision will be unenforceable.