



5YR 100,000 POWER TRAIN SERVICE CONTRACT

ALPHA WARRANTY SERVICES, INC

P.O. Box 593 • Draper, Utah 84020

Phone **800-662-5519** • Fax 801-571-8964

*** Emergency Roadside Assistance – Call toll-free 1-800-451-0459***

TERMS AND CONDITIONS OF ALPHA WARRANTY SERVICES CONTRACTS:

This Agreement is effective as of the date and time it is received by Alpha Warranty Services on the condition that the completed and executed Agreement with payment by financing cash, credit card, or check is postmarked within five days of the purchase date. This Agreement terminates at the expiration of the month or miles agreed to or as of the date the Vehicle is sold, whichever occurs first. Minimum purchase price of \$3,000 per Vehicle.

All customer claims must be made personally by the customer by calling 1-800-662-5519 before any diagnostics, repair, or replacement work is done on the Vehicle. It is expressly understood that the Administrator may wish to contact the purchaser before any authorization is given.

For emergency claim reimbursement, fax copy of invoice to Alpha Warranty Services for review. You cannot rely on representations (oral or written otherwise) from anyone with respect to coverage under this service Contract and must rely on the Terms and Conditions herein. A Customer Service Representative will be available seven (7) days a week twenty-four (24) hours a day. This Contract is limited to covered failures that occur, and repairs that are made, within the United States of America or Canada.

CONTRACT BENEFITS:

Engine: Internally lubricated parts to include: camshaft and bearings, lifters, rocker arms, rocker shaft, timing gears, timing chain, pistons, piston rings and pins, connecting rods and bearings, crankshaft and main bearings, oil pump, pump gears and pickup screen, intake & exhaust valves, valve springs, push rods. The engine block, cylinder head(s) are covered only if damaged by internally lubricated parts.

Transmission: All internally lubricated parts in transmission case, internally lubricated parts of the 4wd transfer case, bell housing, vacuum modulator. The transmission case and pan are covered only if damaged by an internally lubricated part, bearings, shift rail, forks, torque converter, drums, planetaries, shell, sun gear, oil pump. Exclusions: shifter, linkage cables, electronic switches/components, sensors and solenoids, manual shift clutch components, rubber mounts, viscous couplings, drive axles, external oil lines. Also damage caused by exclusion parts but not limited to exclusions will not be covered.

Cooling: Water Pump

Labor: The labor hours to repair or replace all parts covered under this service agreement as defined in the Mitchell's On Demand or the All-Data software.

Rental: Administrator will cover 1 day of rental for every 8 hours of covered labor (published industry-standard time to repair or replace the covered part(s)). Downtime

waiting for parts or scheduling for service is not included. Administrator will reimburse purchaser up to \$25.00 per day. The total rental coverage cannot exceed \$100. Receipts will only be accepted from licensed rental car agencies.

Towing: \$50.00 per covered breakdown.

EMERGENCY ROADSIDE ASSISTANCE – Call toll-free 1-800-451-0459

Lockout Services: If You lose Your keys or are unable to unlock Your Vehicle You will be entitled to \$100.00 toward the cost of a locksmith.

Flat tire: Provider will dispatch a service person to change Your Vehicle's damaged tire to a usable spare.

Fuel at No Charge: You will be provided (3) three gallons of fuel at no charge to You - enough to get You to safety.

Dead Battery: Provider will clean off Your battery cables and jump start Your car.

Towing: When towing is necessary, Vehicle is towed to the selling dealer or the nearest authorized service facility within 150 miles. Provider will pay \$100.00 toward winching service if needed to relocate Your Vehicle to a safe place.

24-Hour Assistance: When You're on the road, the provider can get an emergency message to loved ones or receive them for You during weather or roadside emergencies. Provider will also make arrangement to transport You up to 150 miles when Your Vehicle is disabled.

To Obtain Service: Please call direct to obtain Emergency Roadside Service at 1-800-451-0459. Service will provide a locksmith if such service is deemed necessary; however, service must make all judgments as to the necessity of such service. Service response will be prompt. Service cannot be held responsible for delays that are caused by actions beyond our control, including, but not limited to, severe weather or traffic conditions.

The parties acknowledge that this Contract is between the Administrator and the purchaser named above. The Seller named above has no liability under this service Contract except to send a cheque and copies of the Contract to put the service Contract into effect, except in Dealer Obligor States (see definitions or state endorsements). It is further acknowledged by the parties that the seller has no authority to amend or otherwise modify the terms of this Agreement. The purchaser and seller acknowledge that at the time of signing this service Contract he or she has inspected the Vehicle and that it is in good working order. YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS SET FORTH THROUGHOUT THIS SERVICE CONTRACT.

THIS SERVICE CONTRACT DOES NOT COVER:

1. Repair work performed without the authorization of Alpha Warranty Services.

2. **If a failure occurs on a covered part within 90 days and 1000 miles, the failure will be determined a pre-existing condition.**

3. Normal maintenance services such as fuel system cleaning and wheel, brake or clutch adjustments.
4. Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, misuse, negligence, exposure, alterations, lift-kits, oversized tires, racing, accidents, fires, floods, riots, acts of vandalism, theft, terrorism, or any other losses normally covered by causality insurance.
5. The replacement of service items, for instance: brake linings, clutch components and repairs caused by normal wear and tear are not covered.
6. Any repair of valves and/or piston rings where the malfunction is low compression and/or oil consumption.
7. Any part that was broken, was worn beyond serviceable limits, or making noise at time of purchase.
8. ANY PART OR LABOR COVERED UNDER EXISTING FACTORY OR EMISSIONS WARRANTIES.
9. Any wear or damage caused by failure to maintain the Vehicle under the standards of the manufacturer.
10. Air conditioning evacuation, recharge and/or conversion.
11. Pre-existing conditions are not covered under the terms of the vehicle service contract. The selling dealer must inspect and qualify all used vehicles prior to sale. All covered parts must be in good working order prior to sale for the vehicle to qualify for any vehicle service contract. Failures or breakdown resulting from pre-existing conditions are the responsibility of the service contract purchaser.
12. Vehicles that are used for commercial, rental, or delivery purposes.
13. Front end alignments including adjustments/alignments to covered repairs.
14. Repairs required due to overheating, regardless of the cause of overheating, or repairs required due to loss of fluids, regardless of the cause of the loss of fluids. These include, but are not limited to, loss of engine oil, coolant, transmission fluid, Freon, power steering fluid, or axle grease.
15. No coverage will be granted under this contract for any damage caused by failure to maintain the Vehicle to the standards of the manufacturer. This includes, but is not limited to, failures resulting from aftermarket modifications. Examples include, but are not limited to, suspension lift kits, superchargers, nitrous oxide kits, GPS systems, lighting accessories, and stereo systems.
16. Repairs required due to lack of proper and responsible maintenance, abuse through improper towing, and abuse through continued operation of an impaired Vehicle that shows signs of a clear mechanical problem. Any repair required due to normal wear and tear.
17. Repairs covered by the manufacturer warranty on the covered Vehicle, manufacturer recalls, and factory service bulletins. Any warranty on parts and/or labor from any party other than the Administrator supersedes this Contract. If the Vehicle or specific components on the Vehicle have a warranty, You are responsible

for seeking coverage from the entity that provides the warranty. You are then subject to the terms and conditions of that warranty. The Administrator has no liability for that repair or any costs or inconvenience associated with that repair.

18. Any loss when the Vehicle's odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken.
19. Or any other part(s) or procedure(s) not listed in this Contract which include but are not limited to: diagnostics, fluids, and shop or hazardous materials.

WHAT TO DO IN CASE OF A BREAKDOWN

- Use all reasonable means to protect the Vehicle from further damage. This may require You to stop the Vehicle, turn off the engine, and have the Vehicle towed. Have Your Contract number ready before You contact the Administrator. Any payment of the costs of transporting the Vehicle for service is provided under this Contract exclusively pursuant to the terms and conditions of this Contract.
- Contact the Administrator to verify if a Contracted repair facility exists in Your area. If We do not have a Contracted repair facility in Your area, You shall have the right to recommend a repair facility which recommendation Alpha Warranty Services shall make every reasonable effort to honor. However, Alpha Warranty Services reserves the right to select another repair facility or send out an inspector to confirm an actual covered Mechanical Breakdown if, in its sole judgment Alpha Warranty Services determines it is necessary under the circumstances.
- To assure coverage under the terms of the service Contract, an authorization code must be obtained from the Administrator prior to any repair.

CONTRACT HOLDER OBLIGATIONS

- In order for this Contract to remain in force, and to avoid denial of a claim because of improper maintenance, the Contract Holder is required to follow the Vehicle manufacturer's required maintenance schedule. Some Vehicle manufacturers require that the timing belt be changed at a specific interval. (See MAINTENANCE section for details)
- The Contract Holder must keep and make available verifiable, signed service/purchase receipts which show that all maintenance has been performed within the time and mileage limit requirements. The Contract Holder is responsible to verify that the repair facility has obtained an authorization code prior to any repairs.
- The Contract Holder is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the Vehicle has a covered breakdown. If it is subsequently determined that the repair is needed due to a covered breakdown, We will pay for such tear down or diagnosis. If the failure is not a covered breakdown, the Contract Holder is responsible for payment of such tear down or diagnosis.

MAINTENANCE

To obtain the benefits provided under this service contract, it is the responsibility of the Contract Holder to have the engine oil and engine oil filter changed by a licensed service/repair facility according to manufacturer's specifications or as a minimum requirement at least every six (6) months or six thousand (6,000) miles, whichever

occurs first. In addition, You must maintain all other covered components (transmission flushes, lubrication, timing belt/chain, filters, etc.) (severe maintenance schedule may need to be followed if conditions apply) as outlined in the Vehicle owner's manual. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a claim, (handwritten receipts will not be accepted).

CANCELLATION

The purchaser may cancel this Agreement by first notifying the selling dealer where the Agreement was purchased and by receiving from them an odometer statement indicating the odometer reading at the date of the request for cancellation. The odometer statement along with a short letter stating the reason for cancellation and current date must then be faxed or mailed to Alpha Warranty Services. Cancellation requests with incomplete information will not be processed.

If the purchaser cancels this Agreement within the first thirty (30) days, Alpha Warranty Services will refund the entire Agreement purchase price, less any claims paid and a fifty dollar (\$50) administration fee. If this Agreement is canceled after the first thirty (30) days, Alpha Warranty Services will refund the unearned Agreement purchase price to the purchaser calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less any claims paid and an administration fee of fifty dollars (\$50).

If the Vehicle and this Agreement have been financed, the Lienholder shown on the service Contract may cancel this Agreement for nonpayment or if the Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Agreement to the Lienholder or otherwise entitle the Lienholder to performance under this Agreement. In the event that the cost of this Agreement is part of a retail sales Contract, then the Lender of the said sales Contract shall be sole payee of any refund check. In the case of a total loss or repossession, the Lienholder shall be the sole payee of any refund check. The selling dealer is responsible for their portion of the service Contract refund.

Alpha Warranty Services may cancel this Agreement based on one or more of the following reasons: (A) nonpayment of the Agreement purchase price by the purchaser or selling dealer; (B) a material misrepresentation made by the purchaser or selling dealer; or (C) a substantial breach of duties by the purchaser or the selling dealer relating to the Vehicle or its use. If this Agreement is cancelled by Alpha Warranty Services, the refund will be the unearned Agreement purchase price to the purchaser calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50). Your state may differ; see State Endorsements.

DEFINITIONS

- 4WD/AWD Vehicles Surcharge...Surcharge that when applied, extends coverage to covered parts of 4WD/AWD automobiles.
- Administrator.....Refers to Alpha Warranty Services, P.O. Box 593, Draper, UT 84020.
- Agreement, Contract.....Refers to this Service Agreement Contract.
- Contract LienholderRefers to the entity (if any) that has made a loan to You to finance this Contract.
- CoverageRefers to the coverage afforded under this Contract.
- Covered Repair.....Refers to a repair or replacement of any covered part(s) approved by the Administrator.
- Deductible.....Refers to the Deductible amount You will need to pay as shown above, per repair visit.
- Mechanical Breakdown.....The inability of any covered component to perform the function for which it was designed. Mechanical Breakdown does not include the gradual reduction in operating performance where a failure has not occurred.
- Pre-existing.....A condition and/or failure normally manifested through the gradual reduction in operating performance and whose condition may reasonably be assumed to have existed prior to the sale date/miles of this Contract. This includes any part that was broken, was worn beyond serviceable limits, or making noise at the time of purchase. Any component or system that was not functioning properly upon the first attempt to operate is also considered pre-existing and includes, but is not limited to: four wheel drive, air conditioning, and electrical components. All covered parts must be in good working order prior to sale for the Vehicle to qualify for this service Contract. Failures or breakdowns resulting from pre-existing conditions are the responsibility of the service Contract purchaser.
- Vehicle.....Refers to the Vehicle covered by this Contract, as identified on the front of this Contract.
- Vehicle LienholderRefers to the entity (if any) that has made a loan to You to finance the Vehicle, as identified on the front of this Contract.
- We, Us, and Our.....Refers to Administrator or Seller
- You, Your, Contract Holder.....Refers to the purchaser of this Contract.

MECHANICAL BREAKDOWN COVERAGE

Repairs will be made with parts of the like kind and quality. It is expressly understood that replacement parts and/or components NEED NOT BE NEW, but may be "used" or "rebuilt" and will be guaranteed serviceable. A breakdown is described as the failure of a part because of the clear defect therein rendering the covered part incapable of performing the function for which it was designed. REDUCED OPERATING PERFORMANCE DUE TO WEAR AND TEAR IS NOT A MECHANICAL BREAKDOWN AND IS NOT COVERED BY THIS SERVICE CONTRACT.

TRANSFER

Upon the sale of the Vehicle by the original purchaser of this Agreement, this contract may be assigned to a new purchaser of the Vehicle (only private parties) only after a written request including the new purchaser's name, address, and phone number and all maintenance records performed on the vehicle are sent to and approved by Alpha Warranty Services along with an assignment fee of \$100.00 paid to Alpha Warranty Services in advance of the assignment. Transferred contracts are not eligible for cancellation refunds.

TRANSFER OF MANUFACTURER'S WARRANTY

The purchaser of this Agreement is responsible for the transfer and payment of applicable transfer fees to retain all manufacturer's warranties available on Your Vehicle. Failure to transfer the manufacturer's warranty can result in non-payment of Your claim where the manufacturer's warranty would normally be in effect if transfer had been made. Alpha Warranty Services coverage begins at the end of the Manufacturer's warranty.

DUTY OF PURCHASER WHEN MECHANICAL FAILURE OCCURS

When a Mechanical Breakdown occurs, the purchaser shall protect the Vehicle, whether or not such Mechanical Breakdown is covered by this service Contract. Any further damage to covered or non-covered parts of the Vehicle due to purchaser's failure to protect shall not be recoverable under this service Contract. Continued operation of the Vehicle after any mechanical failure shall in all cases constitute a failure to protect the Vehicle. Failure to protect the Vehicle is not limited to continued operation after mechanical failure. Other acts of neglect by the purchaser may constitute a failure to protect. Regular maintenance service as recommended by the Vehicle manufacturer is a condition of this service Contract.

AMOUNT OF COVERAGE PER COMPONENT – ZERO DEDUCTIBLE

Engine - \$3,000	Transmission - \$2,000	Cooling System - \$400	Transfer Case - \$1500
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LIMITS OF LIABILITY

The limits of Alpha Warranty Services' liability will be the lesser of:

The reasonable cost to repair or replace any part with another of like kind and quality, less deductible. "Reasonable Costs" are defined as "Charges for the repair or

replacement of parts covered under this Vehicle service Contract at prevailing retail labor rates, using parts of the like kind and quality, which may include serviceable used parts or remanufactured parts, as customarily used in the automobile industry." "Reasonable Costs" are also limited to charges necessary to correct the actual cause of a covered Mechanical Breakdown. Repair cost not necessary to correct the covered Mechanical Breakdown, but which are recommended as part of the overall repair is considered "Betterment". Charges must not exceed the Manufacturer's published parts prices at suggested list and the labor hours must not exceed the published industry-standard times to repair or replace the covered part(s) according to All-Data® or Mitchell® software. All covered components must be OEM parts factory installed by the Vehicle OEM manufacturer.

Subject to the terms and conditions set forth in this Contract the Administrator agrees to pay for the replacement or repair of parts listed in the coverage set forth above, if those parts suffer a Mechanical Breakdown. Under no circumstances shall the Administrator be liable to the purchaser or any other person for any incidental or consequential damages, whether arising out of breach of any warranty, breach of Contract, or otherwise; including but not limited to: time lost acquiring parts or scheduling repairs, inconvenience, quality of repair, or Seller's misrepresentation. Any misrepresentations from the Contract Holder will void this Agreement. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This service Contract gives You specific legal rights, and You may also have other rights that vary from state to state. THIS IS NOT AN INSURANCE POLICY. You understand the purchase of this coverage is not required to obtain financing for this Vehicle. Any modification, alteration, or change to the preprinted terms and conditions of this Contract is invalid and of no force or effect.

PURCHASER AND SELLER ACKNOWLEDGE THAT ANY ACTION OR PROCEEDING AGAINST THE ADMINISTRATOR SHALL BE SUBJECTED TO THE JURISDICTION OF, AND SHALL HAVE THE VENUE IN THE DISTRICT COURT LOCATED IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH IF ALLOWED BY STATE LAW.

Our obligations to perform under this Contract are insured by Prime Insurance Syndicate, Inc./INEX Policy Number SP0801365. If the Administrator fails to pay a valid claim under this Contract within sixty (60) days after You have filed proof of the claim with the Administrator, then You may make a direct claim against Prime Insurance Syndicate, Inc./INEX by writing to Prime Insurance Syndicate, Inc./INEX, PO Box 4439, Sandy, UT 84091 and include a copy of the paid repair order or call them at 877-585-2849.