



WARRANTY

CUSTOMER REGISTRATION FORM

Section 1	NAME:		CONTRACT NUMBER:	
VEHICLE OWNER	ADDRESS:		PHONE:	
	CITY:	STATE:	ZIP:	
Section 2	NAME:		PHONE:	
DEALER INFORMATION	ADDRESS:		DEALER #:	
	CITY:	STATE:	ZIP:	
Section 3	VIN:		CURRENT ODOMETER:	
VEHICLE INFORMATION	MAKE:	MODEL:	YEAR:	
	CONTRACT PURCHASE DATE:		PURCHASE PRICE:	
	LIENHOLDER:			
Section 4	<input type="checkbox"/> Silver (Powertrain Only)	<input type="checkbox"/> Gold (Powertrain plus Electrical)	<input type="checkbox"/> Platinum (Powertrain plus Electrical & A/C)	
TERM: (Yrs/Miles)	<input type="checkbox"/> 3 yr/unlimited	<input type="checkbox"/> 3 yr/unlimited	<input type="checkbox"/> 3 yr/unlimited	
	<input type="checkbox"/> 5 yr/100,000	<input type="checkbox"/> 5 yr/100,000	<input type="checkbox"/> 5 yr/100,000	
MANDATORY SURCHARGES:	<input type="checkbox"/> 4WD/AWD	<input type="checkbox"/> Diesel Engine	<input type="checkbox"/> Turbo/Supercharger	
	<input type="checkbox"/> Surcharged Vehicles	<input type="checkbox"/> Hybrid Vehicles	<input type="checkbox"/> High Mileage (over 150,000)	
CUSTOMER NOTICE: THE ADDITIVE WILL BE SENT TO YOUR ADDRESS LISTED ABOVE, IT IS YOUR RESPONSIBILITY TO INSTALL THE ADDITIVE WITHIN THIRTY (30) DAYS FROM DATE OF PURCHASE.				
THIS LIMITED WARRANTY BEGINS ON THE START DATE LISTED ABOVE AND EXPIRES AT 12:01 A.M. AT THE END OF THE TERM SPECIFIED IN THIS REGISTRATION, OR WHEN THE VEHICLE HAS REACHED THE ADDITIONAL MILEAGE LIMITATION SPECIFIED IN THE LIMITED WARRANTY REGISTRATION AGREEMENT, WHICHEVER OCCURS FIRST. ALL MAINTENANCE REQUIREMENTS MUST BE COMPLETED.				

THE SHIELD LIMITED PRODUCT WARRANTY

IMPORTANT INFORMATION ABOUT THIS LIMITED WARRANTY

1. This Limited Warranty is for the sole benefit of the purchaser named herein and applies only to the vehicle described above.
2. This is a product warranty and is not insurance. It is not subject to state insurance laws but it is subject to state law concerning warranties. There are no warranties which extend beyond the description herein. **We** are not liable or responsible for any incidental, consequential, commercial, or exemplary losses or damages. Some states do not allow limitations on implied warranties or the exclusions of incidental or consequential damages, so the above limitations may not apply to **You**. This Limited Warranty gives **You** specific legal rights but **You** may also have other rights that vary from state to state.
3. **Your** eligibility for benefits under this Limited Warranty begins on the **Effective Date** and at the **Effective Odometer Reading** and expires on the **Expiration Date**.
4. **Our** obligation to perform under this contract is insured separately by an insurance policy issued to **Us** by **Dallas National Insurance Company, 14160 Dallas Parkway, Dallas, TX 75254**.
5. This Limited Warranty is effective only when The Shield product has been installed in the vehicle within thirty (30) days from the date of purchase. If **You** do not receive The Shield product within thirty (30) days of the purchase date, please contact customer service at: **1-800-663-1432** or the **Administrator**:
6. Purchase of this Contract includes a complimentary membership in the Nation Motor Club 24-Hour Emergency Roadside Assistance Program. Please refer to Page 3 of this Contract for further details.

Tier One Warranty, LLC
P O Box 68144
Houston, TX 77268
Claims: (800) 663-1432

SECTION 5 – DEFINITIONS

Administrator – Tier One Warranty Services, LLC, PO Box 680144, Houston, TX 77268 is the **Administrator** for this Limited Product Warranty.

Obligor – Tier One Warranty Services, LLC. is the **Obligor** of this contract and is the entity responsible to perform under this contract.

Breakdown – The failure of any **Covered Part** to perform the function for which it was intended. Gradual reduction in operating performance due to the natural and inherent wear characteristics of automotive parts, where no failure has occurred, will not be considered a **Breakdown**.

Covered Part – Any part listed below should be the original equipment on **Your** vehicle or like replacement part meeting manufacturer's specifications. Any **Covered Parts** which have been repaired or replaced prior to the **Effective Date** of this Limited Product Warranty must have been repaired or replaced by a state licensed mechanic.

Covered Repair – means a repair to a **Covered Part** as approved by the **Administrator**.

Effective Date – 30 days from the Purchase Date indicated in Section 3 of this contract, if the vehicle has less than 100,000 miles at the time of sale. The **Effective Date** will be 60 days from the Purchase Date if the vehicle has 100,000 or more miles at the time of sale.

Effective Odometer Reading – The odometer reading located in Section 3 of this contract plus one thousand, five hundred (1,500) miles.

Expiration Date – The five year anniversary of the **Effective Date**, or upon cancellation by **You**. In the event **You** cancel The Shield Limited Product Warranty prior to the **Expiration Date**, the cancellation will be effective the date the cancellation was requested by **You**. Upon cancellation, **You** will no longer be eligible for benefits under this Limited Product Warranty.

We, Us or Our – Refers to the **Obligor** of this contract which is Tier One Warranty Services, LLC.

You, Your, or Registered Owner – Refers to the person listed as the **Registered Owner** on this contract.

SECTION 6 – TERMS AND CONDITIONS

1. COVERED COMPONENTS INCLUDE:

SILVER COVERAGE:

ENGINE and WATER PUMP – All internally lubricated parts of engine, including pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The engine block and cylinder heads are only covered if damaged by the failure of any of the above-listed parts.

TRANSMISSION – Internally lubricated parts of manual or automatic transmissions, including torque converter case if damaged by the failure of an internally lubricated **Covered Part**, oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers.

TRANSFER CASE – All internally lubricated parts.

SEALS & GASKETS – Seals & Gaskets are covered only in conjunction with the repair of a **Covered Part**.

RENTAL REIMBURSEMENT - **We** will provide reimbursement for a rental vehicle from a licensed agency in the event of a **Breakdown**. **We** will pay up to thirty five (35) dollars for every four (4) hours or portion thereof of approved labor time to complete the **Covered Repair** (maximum 3 days). The first 4 hours of labor time for any **Covered Repair** does not qualify for reimbursement. This coverage does not apply to service or parts delays or other time delays beyond **Our** control or that of the repair facility.

DEDUCTIBLE - No deductible will be assessed provided **Covered Repairs** are completed at a licensed repair facility.

GOLD COVERAGE – INCLUDES SILVER COVERAGE PLUS THE FOLLOWING:

ELECTRICAL – Starter Motor, alternator, voltage regulator, power window motors, heater fan and front wiper motor.

PLATINUM COVERAGE – INCLUDES GOLD COVERAGE PLUS THE FOLLOWING:

AIR CONDITIONING – Compressor Motor, condenser, evaporator, compressor clutch and coil. Pulley and hoses are not covered.

2. ELIGIBILITY - To be eligible for the benefits of this Limited Product Warranty, The Shield additive must be properly installed in the engine and transmission; and all covered components must have been factory-installed by the vehicle manufacturer or repaired or replaced by an ASE Certified Mechanic. Documentation evidencing the above will be required.

3. TERM AND TERMINATION – **Your** eligibility for benefits under this Limited Product Warranty begins on the **Effective Date** and at the **Effective Odometer Reading** and expires on the **Expiration Date** or at such time **You** terminate this Limited Product Warranty.

4. LIMITS OF LIABILITY - In case of a failure within the lubricated parts of the engine and/or transmission of the registered vehicle, **Our** obligation is limited to repairing or replacing defective parts with like, kind, and quality including the replacement of all lost fluids including The Shield additive. The limit of liability per covered vehicle is \$3,000.00 per engine (aggregate), \$2,000.00 per transmission (aggregate), \$1,500.00

per transfer case (aggregate), \$500.00 per Electrical (aggregate), and \$ 500.00 per Air Conditioning (aggregate). If a claim on either the engine or transmission exceeds the actual cash value of the vehicle, as determined by the NADA trade value, and **We** elect to pay the actual cash value of the vehicle, the Limited Product Warranty will become fully earned and no further claims can be made against **Us**. Rental Car Reimbursement eligibility is up to \$105 in conjunction with a **Covered Repair**; **You** must submit the receipt to the **Administrator** for reimbursement.

5. MAINTENANCE REQUIREMENTS - To obtain the benefits provided under this Limited Product Warranty, it is the responsibility of the vehicle's **Registered Owner** to: a) properly install the additive in the engine and transmission and return the self addressed, postage prepaid registration form which is included with the additive delivery b) have the engine oil and engine oil filter changed by a commercial service facility every four (4) months or four thousand (4,000) miles whichever occurs first for gasoline engines and every five (5) months or five thousand (5000) miles for diesel engines. The **Registered Owner** may change the engine oil and oil filter provided he/she keeps the original receipts for the oil and filter-and writes the covered vehicle's mileage at the time of oil and filter change on the receipts. Proper documentation and verifiable receipts for oil and engine oil filter changes will be required in the event of a claim, and c) the vehicle must be maintained in accordance with the manufacturer's recommended maintenance schedule. Service receipts and invoices must be presented in the event of a claim.

6. TRANSFER - This Limited Product Warranty is transferable to a second vehicle owner, provided the **Administrator** listed above is notified in writing, all maintenance records are reviewed prior to the transfer, and a \$50.00 transfer fee is paid.

7. 24-HOUR EMERGENCY ROADSIDE ASSISTANCE

24-HOUR EMERGENCY ROADSIDE ASSISTANCE

This Contract includes membership in the Nation Motor Club 24-Hour Emergency Roadside Assistance program. Club products and services are provided by Nation Motor Club, Inc. d/b/a Nation Safe Drivers with corporate offices located at 800 Yamato Road – STE 100, Boca Raton, FL 33431.

Roadside Coverage – 24-Hour roadside assistance services are available all days of the year throughout the US/Canada and Puerto Rico.

Towing / Road Service / Lockout

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power, **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive 25 miles of towing at no cost, any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call **866-330-0760**. **You** will be required to give the representative assisting **You** the following information: Producer Code – 89908, **Your Vehicle** Service Contract Number (located on the front of this Contract) and **Your** plan letter which is U.

COVERAGE: **You** are entitled to one (1) service per 72-hours. Services available to **You** at no cost are: a tow up to 25 miles; battery jumpstart; flat tire change; fuel delivery (**You** are responsible for the actual cost of the delivered materials); locksmith.

REIMBURSEMENT: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. **Your** reimbursement for towing is \$50. Reimbursement for any other roadside service including locksmith services is \$50. **You** must send **Your** original receipted roadside bills along with a completed claim form to: Nation Safe Drivers, 800 Yamato Rd STE 100, Boca Raton, Florida, 33076. **Attn:** Claims. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-800-338-2680.

866-330-0760

SECTION 7 – EXCLUSIONS

EXCLUSIONS - Failure of any **Covered Part**, which occurs before the **Effective Date** and before the **Effective Odometer Reading** of this Limited Product Warranty, will not be covered, such failures will be considered pre-existing. Any **Breakdown** caused by a pre-existing failure will not be covered. All vehicles must be in good mechanical working order for this Limited Product Warranty to be valid. Any parts that are not listed under the covered components section are not covered under this Limited Product Warranty. Diesel Fuel Injectors, oil consumption, worn out or overheated parts or diminished performance are not covered. Leaking gaskets or leaking seals are not covered. Parts that require normal vehicle manufacturer's recommended replacement intervals are not covered under this Limited Product Warranty. Damage resulting from failures by related parts or units such as but not limited to: levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electronic components, internal or external, to the engine or transmission are not covered. All claims must be the result of a proven **Breakdown**. This Limited Product Warranty is not intended for and does not apply to Acura NSX, Diesel engines manufactured prior to 1990, Rotary engines, 4100 GM engines, 12 Cylinder BMW, 12 Cylinder Mercedes, Dodge Stealth, Land Rover, Mitsubishi 3000GT, Nissan ZX series, Porsche 911, 928 or 930, Renault, Viper, 10 Cylinder vehicles and vehicles in excess of 1 ton, and commercial vehicles. A COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE REGISTERED TO A BUSINESS, OR A VEHICLE USED

FOR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF Tier One Warranty, LLC's G.V.W. OR FOR EXCESSIVE HAULING AND PULLING ARE EXCLUDED FROM COVERAGE. TOW TRUCKS, VEHICLES WITH SNOWPLOWS, POLICE VEHICLES, AND TAXIS ARE SPECIFICALLY EXCLUDED FROM COVERAGE. Please call the **Administrator** for clarification. **We** are only responsible for **Covered Parts** as indicated in the Terms and Conditions section of this Limited Product Warranty, when originally purchased by the **Registered Owner** named above. Claims under this Limited Product Warranty will not be paid if the **Registered Owner** is entitled to comparable benefits under other warranties, service contracts, or recall programs. **We** are not responsible if the **Covered Parts** have been abused in any way, or damaged as a result of a collision. **We** are not responsible if the **Covered Parts** have been tampered with or altered after the original equipment manufacturer installation.

This Limited Product Warranty will not apply to the following:

Damage or abuse through towing, improper load capacity, or continued operation of an impaired vehicle, and failure to follow the terms and conditions as outlined, are not covered.

Thermostats, blown head gaskets, cracked heads or block, fluid leaks, leaking seals or gaskets or lines or hoses, overheating or other engine or transmission failures caused by the lack of fluids or improper maintenance are not covered.

Breakdowns caused by contamination, lack of proper fluids or non-suitable fluids, fuels, coolants of lubricants, including a **Breakdown** caused by the failure to replace seals or gaskets in a timely manner are not covered.

Damage to the vehicle caused by collision, misuse, road conditions, negligence, alterations, racing, fires, floods, riots, acts of war, vandalism, theft or acts of God are not covered.

This Limited Product Warranty does not cover such things as loss of use of the vehicle, loss of earnings, personal damages, per diem expenses, or any other consequential or incidental damages. Storage, medical, telephone or rental charges not specifically outlined in these terms and conditions are not covered. Some states do not allow limitations on implied warranties or the exclusions of incidental or consequential damages, so the above limitations may not apply to **You**.

SECTION 8 – CANCELLATION

OUR RIGHT TO CANCEL - Upon the occurrence of any of the following: 1. Failure by the **Registered Owner** to pay an amount when due. 2. In the application for coverage or in filing a claim for service with the **Administrator**, there is a discovery of fraud or misrepresentation of a material fact by the **Registered Owner** or the **Registered Owner's** representative. 3. If the **Registered Owner** fails to perform **His** or **Her** responsibilities as outlined in Section 6 - Terms and Conditions (Paragraph 2 "Eligibility" and Paragraph 5 "Maintenance Requirements") as well as Section 9 Claim Procedure, **We** reserve the right to cancel this Limited Product Warranty.

CANCELLATION PROCEDURE: The paid purchase price of the Shield additive is cancelable within thirty (30) days from receipt of product. In order to receive a refund, **You** must send the unused Shield additive and this Limited Warranty to the **Administrator** at the address shown below, postmarked within thirty (30) days of the purchase date. The purchase price of the Shield additive is non-refundable after thirty (30) days of the purchase date or if the Shield additive has been installed in the vehicle. This limited warranty is only cancelable in the event of a verifiable repossession or an insurance total loss. All notices to cancel must be sent to the **Administrator**. All refunds will be calculated by the greater of time or mileage used on a pro-rata basis from inception date, less any claims, vehicle inspection costs, research fees and a \$50.00 cancellation fee.

SECTION 9 – CLAIM PROCEDURE

CLAIM PROCEDURE – In the event of failure of a **Covered Part**, **You** must call the **Administrator** at 1-800-663-1432 for claim validation. **You** will be required under this Limited Product Warranty to authorize the repair facility to tear down the component(s) for inspection before repair or replacement of failed component(s). **You** will be required to pay the cost of the tear down if the **Breakdown** is not covered by this Limited Product Warranty. Reasonable access must be provided to the vehicle for inspection. **You** must submit all required documentation to the **Administrator**, i.e., a copy of this Limited Product Warranty, proof of maintenance of all **Covered Parts** as outlined in Section 6 Terms and Conditions, and Section 6 paragraph 4 Maintenance Requirements, documented failure of any **Covered Part**, receipt for rental car, if authorized (all documentation must be received within ten days of reporting a claim). Repairs or replacements must be completed at **Our** national labor rate by a State Certified repair shop. This Limited Product Warranty is only valid in the United States and Canada. Failure to receive Claims Administrator's authorization prior to any repair work will invalidate this Limited Product Warranty.

SECTION 10 - ARBITRATION

ARBITRATION - Any controversy or claim arising out of or relating to this Limited Product Warranty or the breach thereof will be settled by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association. The parties specifically agree to the binding

nature of the arbitration. Any arbitration subject to this paragraph shall be before a single impartial arbitrator who shall have no less than ten (10) years experience in the manufacturing of automotive additives unless otherwise mutually agreed to by the parties. If no arbitrator is agreed to within ten (10) days of demand for arbitration, either party may petition a court for appointment of a qualified arbitrator whose qualifications are consistent with the requirements of this paragraph. Each party to the arbitration shall pay its own expense. Arbitration service fees and arbitrator fees shall be paid equally by each party, unless the arbitrator rules otherwise. The location of all arbitrations shall be located in Saint Charles County, Missouri. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction. The initiation or participation by any party in any judicial proceeding shall not be deemed a waiver of the right to enforce this arbitration provision and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as reason to delay, to refuse to participate in, or refuse to enforce this arbitration provision. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration provision, and the arbitrator shall have sole authority to award such fees and costs.

THIS LIMITED PRODUCT WARRANTY GIVES **YOU** SPECIFIC LEGAL RIGHTS. **YOU** MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED PRODUCT WARRANTY COVERS ONLY DAMAGE INCURRED WHILE THE ADDITIVE IS IN THE VEHICLE. THIS LIMITED PRODUCT WARRANTY IS A PRODUCT WARRANTY AND IS NOT INSURANCE. THIS LIMITED PRODUCT WARRANTY IS BETWEEN **YOU** AND **US**.

IF YOU DO NOT RECEIVE THE SHIELD ADDITIVE IN 30 DAYS PLEASE CALL CUSTOMER SERVICE AT 1-800-663-1432.

**Tier One Warranty, LLC.
PO Box 68144 Houston, TX 77268
Claims: Toll Free (800) 663-1432 • Fax: (800) 689-7432 • Customer Service Toll Free: (800) 649-1856**