

KEY TERMS

When used, Key Terms will appear in **bold** print and initial uppercase.

“Breakdown” means the failure of any **Covered Part** to perform its intended function(s). **Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.**

“Cost” means the reasonable and customary charges for parts and labor necessary to repair or replace the **Covered Parts**.

“Covered Part(s)” means any part listed on the **Repair Order** which is not specifically excluded from coverage in Limited Warranty Limitations.

The Warrantor may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts, and when possible, will match the old Covered Part number with the replacement part number.

“Repair Order Date” means the date the **Repair Order** is paid and the Limited Warranty Term begins.

“Repair Order” means the document that lists the **Covered Parts** applicable for this Limited Warranty.

“Issuing Warrantor” means the original repairer listed on the **Repair Order** to which this Limited Warranty applies.

“Term Months” means 36 months from the **Repair Order Date**.

“Warrantor”, “We”, “Us” and “Our” mean the **Issuing Warrantor** issuing this Limited Warranty.

WHAT THIS LIMITED WARRANTY COVERS

During the Limited Warranty Term, **We** will repair any covered **Breakdown** of the following parts.

PARTS REPAIR COVERAGE

This Limited Warranty covers the **Cost** for **Covered Parts** listed on the **Repair Order**. **Parts not listed are not covered.**

LIMITED WARRANTY LIMITATIONS

WE WILL NOT PAY FOR OR COVER THE FOLLOWING:

- A. BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE.**
- B. BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW.**
- C. BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.**
- D. LOSS OR DAMAGE CAUSED BY YOU OR THE OPERATOR’S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.**
- E. DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.**
- F. BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.**
- G. BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.**
- H. TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.**
- I. BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.**
- J. LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, ROADSIDE OR TOWING, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN.**
- K. BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE WHILE CHARGING YOUR VEHICLE.**
- L. ANY MAINTENANCE SERVICES AND MAINTENANCE PARTS.**

WHAT TO DO IF REPAIRS ARE NEEDED

Customer Instructions:

In the event of a Breakdown, you must return to the Issuing Warrantor.

GENERAL PROVISIONS

1. Limited Warranty Term

This Limited Warranty begins on the **Repair Order Date**. The Limited Warranty Term expiration (Expiration Date) is measured in **Term Months** from the **Repair Order Date**.

2. Where You Are Covered

This Limited Warranty applies only to Breakdowns occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. Limit of Liability

The total of all benefits paid or payable during the Limited Warranty Term shall not exceed the initial part repair and associated labor cost stated on the original Repair Order.

4. Dispute Resolution – Arbitration

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action. To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. **You** may get a copy of these AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. Unless **You** and **We** agree otherwise, the arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision.** **You** also agree that any arbitration proceeding will only consider **Your** claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

5. Transferability & Cancellation

This Limited Warranty is non-transferable and non-cancelable.

6. Entire Limited Warranty

This Limited Warranty represents the entire agreement between **You** and **Us**. No person has the authority to change this Limited Warranty or to waive any of its provisions. No other written or oral statements apply to this Limited Warranty.