



Mid-Atlantic
Select
pre-owned

10 YEAR/100,000 MILE LIMITED WARRANTY

VEHICLE INFORMATION

CONTRACT NUMBER		FORM NUMBER AALW0115	SERIAL NUMBER	
YEAR	MAKE	MODEL	CURRENT ODOMETER READING	

DEALER INFORMATION

DEALER			FWS DEALER #
DEALER ADDRESS	CITY	STATE	ZIP

LIMITED WARRANTY HOLDER INFORMATION

FIRST NAME	LAST NAME		
ADDRESS	CITY	STATE	ZIP
(AREA CODE) TELEPHONE NUMBER	EMAIL ADDRESS		

LIMITED WARRANTY INFORMATION

VEHICLE PURCHASE DATE	<input checked="" type="checkbox"/> 10 YEARS / 100,000 MILES POWERTRAIN The Limited Warranty Term/Mileage begins on the Vehicle Purchase Date and at odometer mile "0". This warranty also includes the following additional coverage: <input checked="" type="checkbox"/> 12 MONTHS / 12,000 MILES PLATINUM The Limited Warranty Term/Mileage begins on the Vehicle Purchase Date and the Current Odometer Reading.
DEDUCTIBLE \$50 <input checked="" type="checkbox"/>	

I ACKNOWLEDGE THAT I READ THE USED CAR BUYERS GUIDE DISPLAYED ON THE VEHICLE AND THAT THE DEALER HAS EXPLAINED THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY AND PROVIDED ME A COPY OF BOTH. I UNDERSTAND THIS LIMITED WARRANTY IS SUBJECT TO THE "ARBITRATION" SECTION CONTAINED HEREIN.

CUSTOMER SIGNATURE _____ DATE _____ DEALER SIGNATURE _____ DATE _____

The following **BOLD** print appearing throughout this Limited Warranty has the following meanings: "**YOU**" and "**YOUR**" mean the customer named as the Limited Warranty Holder stated above. "**WE**", "**US**" and "**OUR**" mean the Dealer stated above.

PARTIES TO THIS LIMITED WARRANTY: This Limited Warranty is between **YOU** and **US**.

LIMITED WARRANTY PERIOD: Coverage under this Limited Warranty begins on the VEHICLE PURCHASE DATE and expires according to the Term or Mileage of the plan indicated, whichever occurs first. Plan expiration is measured in Term/Mileage from the MANUFACTURER'S ORIGINAL IN-SERVICE DATE and "0" miles (not the VEHICLE PURCHASE DATE and CURRENT ODOMETER READING). If no MANUFACTURER'S ORIGINAL IN-SERVICE DATE or the incorrect MANUFACTURER'S ORIGINAL IN-SERVICE DATE is entered on this Limited Warranty, **WE** will use January 1 of **YOUR** vehicle's model year to calculate Term expiration.

The Platinum Coverage begins on the VEHICLE PURCHASE DATE and CURRENT ODOMETER READING and will be in effect from that date and mileage for a period of twelve (12) months or 12,000 miles, whichever occurs first.

ADMINISTRATOR:

FIDELITY WARRANTY SERVICES, INC.

P.O. BOX 8567 ▼ DEERFIELD BEACH, FL 33443 ▼ 1-866-943-1326

COPY 1 - FWS ▼ COPIES 2 & 3 - DEALER ▼ COPY 4 - CUSTOMER

AALW (01/15)

ADMINISTRATOR: WE have appointed Fidelity Warranty Services, Inc. (“FWS”) as the authorized administrator of this Limited Warranty. FWS in no way assumes, nor has any liability whatsoever for the obligations under this Limited Warranty. **YOU** can contact FWS at the following address and telephone number to receive assistance in filing a claim under this Limited Warranty: FWS, P.O. Box 8567, Deerfield Beach, FL 33443, or **YOU** may call 1-866-943-1326.

LIMITED WARRANTY COVERAGE: In the event of a **MECHANICAL BREAKDOWN, WE** agree to make repairs or reimburse **YOU** for the cost of parts and labor to repair or replace a Covered Part, less applicable deductible, subject to the terms, conditions, and limitations herein. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts. **IF THE MECHANICAL BREAKDOWN IS COVERED UNDER ANY OTHER WARRANTY, SERVICE POLICY, RECALL, OR REPAIR ADJUSTMENT (“OTHER COVERAGE”), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS LIMITED WARRANTY CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.**

MECHANICAL BREAKDOWN: The failure of a Covered Part (as defined in **COVERED PARTS**) due to (1) faulty workmanship or materials supplied by the original vehicle manufacturer or distributor; (2) a gradual reduction in operating performance as a result of normal wear and tear.

COVERED PARTS POWERTRAIN COVERAGE

ENGINE: Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, main bearings, caps and bolts; connecting rods, rod bearings, caps and bolts; camshaft(s), camshaft bearings, buttons and plugs; timing gears, chain or belt, and tensioner; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters; intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump; thermostat; oil pump, cover, gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve, boost pressure control, wastegate, recirculation and blow off valve; Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear; seals and gaskets.

TRANSMISSION/TRANSAXLE: Transmission/transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve; valve pack; governor, gear and cover; parking gear and pawl; roll pins; sprags; sprockets; chain; springs; stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates; planetary and sun gears; servos and rings; blockers; synchronizer hubs and keys; bearings; bushings; supports and shafts; control rings; yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts; shift cover and forks; separate bell housing; transfer case and all internal parts contained within the transfer case; Oil pan; detent cable; kickdown link; throttle cable; vacuum modulator; transmission mounts; seals and gaskets.

DRIVE AXLE: Differential/axle housing(s) and all internally lubricated parts including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; positraction clutches, plates and springs; cover; 4x4 locking hubs and electric or vacuum actuator; Constant velocity joints; slip joint; front wheel drive axles/half-shafts and wheel bearings; u-joints; couplings; flex disc; prop shafts; center support bearings; seals and gaskets.

ADDITIONAL “PLATINUM” COVERAGE: During the first twelve (12) months/12,000 miles after vehicle purchase, whichever occurs first – includes all coverage listed above plus ANY OTHER **MECHANICAL BREAKDOWN** except for those items listed under **EXCLUSIONS FROM COVERAGE.**



RENTAL CAR COVERAGE: YOU will be reimbursed up to \$35 per day for a maximum of ten (10) days for car rental expenses incurred as a result of a MECHANICAL BREAKDOWN. YOU are responsible for obtaining the rental car from a licensed rental car agency or authorized dealer. RENTAL CAR REIMBURSEMENT IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING, OR FOR WORK NOT COVERED BY THIS LIMITED WARRANTY. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR RENTAL EXPENSES. RENTAL REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION.

TRAVEL BREAKDOWN: In the event of a **MECHANICAL BREAKDOWN, WE** will reimburse **YOU** for motel/hotel lodging and restaurant expenses incurred, commencing the day after the claim is reported to **US**, provided the **MECHANICAL BREAKDOWN** occurred in excess of 100 miles from home. Such reimbursement shall be limited to \$100 per calendar day, up to \$500 per occurrence. Reimbursement is limited to downtime repairs and ends at the date of repair completion.

DIAGNOSTICS COVERAGE: WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a **MECHANICAL BREAKDOWN**, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**

RELATED DAMAGE COVERAGE: WE will pay for the replacement of brake pads, belts and hoses that are damaged and require replacement as a direct result of a **MECHANICAL BREAKDOWN**. This coverage includes disc brake rotor or brake drum resurfacing/ replacement required as a direct result of a **MECHANICAL BREAKDOWN**.

FLUID COVERAGE: WE will pay for replacement of necessary fluids, oils, greases, lubricants and approved A/C gases that must be replaced in conjunction with a repair of a Covered Part. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

DEDUCTIBLE AND UNCOVERED COSTS: For each visit for repair of a Covered Part, **YOU** will be responsible for the deductible amount shown on the front page of this Limited Warranty and for any other costs not covered by this Limited Warranty. **If the same Covered Part previously repaired under this Limited Warranty fails again, the deductible will be waived.**

TRANSFER: **YOU** may transfer this Limited Warranty to another owner, but not to another vehicle. To transfer this Limited Warranty, **YOU** must mail the following three (3) items to FWS within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and **YOUR** authorization to transfer); (2) a legible copy of the front page of this Limited Warranty; and (3) a check for \$40 payable to FWS, for the transfer fee. This Limited Warranty may not be transferred to any entity in the business of selling or leasing motor vehicles.

YOUR RESPONSIBILITIES:

1. **HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SCHEDULE PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL. YOU MUST KEEP ORIGINAL COPIES OF ALL REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE SERVICES AND MAINTENANCE PERFORMED, AND PRESENT THE ORIGINALS AT THE TIME A CLAIM IS MADE;**
2. **IN THE EVENT OF A MECHANICAL BREAKDOWN, USE ALL MEANS TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLY, YOU MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER.**

HOW TO MAKE A CLAIM: WHEN REPAIRS ARE REQUIRED, WITHIN THE TERM/MILEAGE INDICATED ON THE FRONT PAGE OF THIS LIMITED WARRANTY, **YOU** MUST TELEPHONE FWS AT 1-866-943-1326 DURING NORMAL WORKING HOURS TO RECEIVE INSTRUCTIONS. IF **YOU** DO NOT FOLLOW FWS' INSTRUCTIONS, WE ARE NOT OBLIGATED TO REIMBURSE **YOU** FOR THE COST OF ANY REPAIRS. AUTHORIZATION MUST BE OBTAINED FROM FWS PRIOR TO HAVING YOUR VEHICLE REPAIRED. FWS RESERVES THE RIGHT TO INSPECT ANY VEHICLE BEFORE AUTHORIZATION OF ANY REPAIRS. IN THE EVENT OF AN EMERGENCY SITUATION THAT OCCURS AND FWS CANNOT BE REACHED, **YOU** CAN PROCEED WITH REPAIRS, BUT PAYMENT WILL BE IN ACCORDANCE WITH THE OTHER PROVISIONS OF THIS LIMITED WARRANTY. IN ORDER TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY **YOU** MUST:

1. **PROVIDE "TEARDOWN AUTHORIZATION" WHEN REQUESTED BY FWS, SO THAT THE REPAIR FACILITY CAN PROVIDE AN ACCURATE DIAGNOSIS AND ESTIMATE OF REPAIRS. WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR TEARDOWN COSTS IN THE EVENT THE REPAIRS ARE NOT COVERED UNDER THE PROVISIONS OF THIS LIMITED WARRANTY;**
2. **SUBMIT A CLAIM FOR REIMBURSEMENT TO FWS, ALONG WITH ALL REQUIRED DOCUMENTS WITHIN THIRTY (30) DAYS OF AUTHORIZATION;**
3. **RETAIN ALL REPLACED PARTS UNTIL YOUR CLAIM IS SETTLED, AS YOU MAY BE REQUIRED TO SUBMIT THESE PARTS FOR INSPECTION.**

FAILURE TO COMPLY WITH THE RESPONSIBILITIES OUTLINED ABOVE MAY RESULT IN THE DENIAL OF YOUR CLAIM. IF YOU HAVE ANY QUESTIONS REGARDING YOUR CLAIM, PLEASE CONTACT FWS.

EXCLUSIONS FROM COVERAGE: THIS LIMITED WARRANTY WILL NOT PAY OR REIMBURSE **YOU** FOR:

1. **UNDER THE 12 MONTH/12,000 MILE PLATINUM COVERAGE, ANY OF THE FOLLOWING PARTS: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, STANDARD MANUAL TRANSMISSION CLUTCH FRICTION DISC, PRESSURE PLATE, PILOT BEARING, THROW-OUT BEARING AND ARM, AIR BAGS, SOLAR POWERED DEVICES, HINGES, GLASS, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, WEATHER STRIPPING, TRIM, MOLDINGS, DOOR HANDLES, LOCK CYLINDERS, TIRES, WHEELS, BATTERIES, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, FILTERS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, CATALYTIC CONVERTER, SHOCK ABSORBERS, CONSTANT VELOCITY JOINT BOOTS, STEERING AND SUSPENSION JOINT BOOTS, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING (EXCEPT WHEN REQUIRED IN CONJUNCTION WITH A MECHANICAL BREAKDOWN), SAFETY RESTRAINT SYSTEMS, AUDIO/SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, CELLULAR PHONES, RADAR DETECTORS, APPLIANCES, OR VINYL AND CONVERTIBLE TOPS;**
2. **UNDER THE 10 YEAR/100,000 MILE POWERTRAIN COVERAGE, ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER POWERTRAIN COVERAGE;**
3. **ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS LIMITED WARRANTY, OR ACCIDENTAL LOSS;**
4. **ANY MECHANICAL BREAKDOWN CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, OR WARS;**

5. THE REPAIR OR REPLACEMENT OF A COVERED PART BY ANY MANUFACTURER WARRANTY OR FOR ANY OTHER COVERAGE OR OTHER REASON THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR REPAIRER OF THE VEHICLE WILL REPAIR OR REPLACE THE PART AT ITS EXPENSE OR AT A REDUCED COST. SOLE COVERAGE FOR SUCH REPAIRS OR REPLACEMENTS SHALL REST WITH THE MANUFACTURER WARRANTY OR OTHER COVERAGE REGARDLESS OF WHETHER THE MANUFACTURER OR OTHER COVERAGE PROVIDER HONORS YOUR CLAIM;
6. ANY INVOICE PRESENTED TO FWS FOR PAYMENT OF SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;
7. ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE PURCHASE DATE OF THE VEHICLE, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;
8. ANY CLAIM IF YOUR VEHICLE IS 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;
9. ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF ANY REPAIR FACILITY), IMPROPER TOWING, OR LACK OF MAINTENANCE OF THE FAILED COVERED PART;
10. ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, OR CHEMICALS;
11. THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;
12. HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS;
13. ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR OTHER COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU;
14. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;
15. BURNT VALVES, WORN OR CARBON FOULED PISTON RINGS, ANY MECHANICAL BREAKDOWN RESULTING FROM A BUILD UP OF CARBON, THE CORRECTION OF OIL CONSUMPTION, OR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE;
16. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
17. ANY MAINTENANCE ON YOUR VEHICLE;
18. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE.

PAYMENTS: **YOUR** repairing dealer should perform authorized repairs covered under this Limited Warranty without charge to **YOU**, subject to any applicable deductible. If **YOUR** repairing dealer does charge **YOU** for authorized repairs covered under this Limited Warranty, submit copies of all invoices and receipts pertaining to the authorized repairs, along with a copy of the front page of this Limited Warranty to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443.

OUR OPTIONS: Either the repairing dealer will be paid directly or **YOU** will be reimbursed for the repair or replacement of any Covered Part. **Replacement parts utilized in repairs of a Covered Part will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS.**

LIMITS OF LIABILITY: For any one repair visit, any amount paid or payable shall not exceed the Actual Cash Value of **YOUR** vehicle at the instant prior to the relative claim. Actual Cash Value is defined as the applicable N.A.D.A. retail value. The aggregate total of all amounts paid or payable during the term of this Limited Warranty shall not exceed the greater of the price **YOU** paid for **YOUR** vehicle or the Actual Cash Value of **YOUR** vehicle at the time of this Limited Warranty acquisition. The terms of this Limited Warranty are limited to payment/reimbursement for repair/replacement of Covered Parts and the benefits provided under **RENTAL CAR COVERAGE, TRAVEL BREAKDOWN, DIAGNOSTICS COVERAGE, RELATED DAMAGE COVERAGE** and **FLUID COVERAGE**. **WE** assume no additional liability, nor authorize anyone else to assume additional liability on **OUR** behalf.

LIMITATION OF IMPLIED WARRANTIES, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES: All implied warranties with regard to the vehicle **YOU** purchased and with regard to repairs or replacements of Covered Parts made under this Limited Warranty, including the implied warranties of merchantability and fitness for a particular purpose (whether or not **WE** know or have reason to know of any such purpose), are hereby limited to the extent allowed by applicable law. To the maximum extent allowed by applicable law, **YOU** will not be entitled to recover from **US** any punitive damages or consequential damages, damages to property, damages for loss of time, loss of profits or income, or any other incidental damages, even if **WE** have been advised, were aware or should have been aware of the possibility of same. Some states do not allow limitations on how long an implied warranty lasts, nor limitations on incidental or consequential damages; so the limitations and/or the exclusions in this paragraph may not apply to **YOU**.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY **YOU**, INCLUDING ANY ORAL REPRESENTATIONS BY **US**.
2. This Limited Warranty will be governed by the laws of the state in which it is issued.
3. **YOU** may not amend, supplement, or waive any provision of this Limited Warranty.
4. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
5. **OUR** right to recover payment: If **WE** make any payment under this Limited Warranty and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

TIMELY, WRITTEN NOTICE OF CLAIM REQUIRED: Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Limited Warranty. Please see: **HOW TO MAKE A CLAIM** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Limited Warranty or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to FWS within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Limited Warranty to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Limited Warranty or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, FWS shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Limited Warranty, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Limited Warranty or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the **LIMITED WARRANTY PERIOD**. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

ARBITRATION: **YOU** agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Limited Warranty or the relationships resulting from this Limited Warranty, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against the Selling Dealer, FWS, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at www.jamsadr.com or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability, or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first \$2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. This Arbitration Clause shall not apply to any individual claim brought by **YOU** in small claims court, unless such claim is transferred, removed, or appealed to a different court.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Limited Warranty. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

STATE AMENDMENTS: If this Limited Warranty is issued in any of the following state(s), the following provisions will apply to the extent they differ from and provide more than that which is included in the Limited Warranty.

CONNECTICUT: ADDITIONAL EXPRESS WARRANTY: Vehicles with a purchase price of \$3,000 to \$4,999 have the following additional express warranty for the first thirty (30) days or 1,500 miles of operation, whichever occurs first. Vehicles with a purchase price of \$5,000 or greater have the following additional express warranty for the first sixty (60) days or 3,000 miles of operation, whichever occurs first. During the applicable term stated above, this Limited Warranty covers the full cost, with no deductible obligation, of parts and labor to ensure that the vehicle is mechanically operational and sound. The term of the additional express warranty shall be extended by any time period during which: 1. the vehicle is in the possession of a repair facility for repairs under this Limited Warranty; or 2. services are not available to the consumer because of a war, invasion or strike, fire, flood or other natural disaster. This additional express warranty does not apply to vehicles with a purchase price less than \$3,000, or vehicles which are seven (7) years of age or older, calculated from the first day in January of the designated model year of such vehicle.

GEORGIA: The following **INSURANCE** provision applies to this Limited Warranty: **INSURANCE: OUR obligations under this Limited Warranty are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida, 33442. YOU are entitled to make a direct claim to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. The EXCLUSIONS FROM COVERAGE section 3.) is removed in its entirety and replaced with the following: 3.) ANY LOSS, DAMAGE OR EXPENSE, ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE PART SINCE THE EFFECTIVE DATE OF THIS LIMITED WARRANTY, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS LIMITED WARRANTY, ACCIDENTAL LOSS;** section 10.) is removed in its entirety and replaced with the following: **10.) ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF AND/OR IMPROPER COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS.** The **ARBITRATION** section is deleted in its entirety.

HAWAII: ADDITIONAL EXPRESS WARRANTY: Vehicles with less than 25,000 miles at the time of sale have the following parts coverage for the first ninety (90) days or 5,000 miles of operation, whichever occurs first. Vehicles with 25,000 to 49,999 miles at the time of sale have the following parts coverage for the first sixty (60) days or 3,000 miles of operation, whichever occurs first. Vehicles with 50,000 to 75,000 miles at the time of sale have the following parts coverage for the first thirty (30) days or 1,000 miles of operation, whichever occurs first. During the term outlined in this section, Dealer shall repair the following parts: (1) Engine, including all lubricated parts, water pump, fuel pump, manifolds, engine block, cylinder head, rotary engine housings, flywheel, gaskets, and seals; (2) Transmission, including the transmission case, internal parts, torque converter, gaskets, and seals, except four-wheel drive vehicles shall be excluded; (3) Drive axle, including front and rear drive axle housings and internal parts, axle shafts, propeller shafts, and universal joints, except four-wheel drive vehicles shall be excluded; (4) Brakes, including master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers; (5) Radiator; (6) Steering, including the steering gear housing and all internal parts, power steering pump, valve body, piston and rack; and (7) Alternator, generator, starter, and ignition system, excluding the battery. **DEDUCTIBLE:** During the applicable time periods listed above, the deductible will be zero dollars (\$0) for each occurrence. **TOWING:** During the applicable time periods listed above, all reasonable towing costs from the point of breakdown up to 15 miles to obtain required repairs will be covered. The additional parts coverage described shall not apply to vehicles with a sale price of less than \$1,500, vehicles with more than 75,000 at the time of sale, or vehicles that are five (5) years of age or older, calculated from the first day in January of the designated model year of the vehicle.

ILLINOIS: ADDITIONAL EXPRESS WARRANTY: During the first thirty (30) days after delivery, Dealer shall repair the following parts: engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. **DEDUCTIBLE:** During the first thirty (30) days after delivery, the deductible will be zero dollars (\$0) for each occurrence.

MASSACHUSETTS: CONSUMER RIGHTS FOR USED CAR BUYERS: I. USED CAR WARRANTY LAW - The Massachusetts Used Car Warranty Law, M.G.L. c. 90, s. 7N 1/4 protects consumers who have problems with their used vehicle. **UNDER THE LAW, YOU HAVE A RIGHT TO A REFUND IF:** (a) A defect that impairs the safety or use of the vehicle arose during the warranty period, **AND** (b) A defect continued to exist or recurred during the warranty period after either: 1. three or more repair attempts for the same defect, or 2. being out of service after being returned for repair of any defect for a cumulative total of more than ten (10) business days. The defect must arise during the applicable thirty (30), sixty (60), or ninety (90) day period stated below. The warranty period is extended one (1) day for every day that **YOUR** car is in the shop for repairs. The warranty is extended for thirty (30) days from the completion of any repair attempt for the defect that was the subject of the repair attempt. **IF THE DEALER DOES NOT ISSUE A REFUND AFTER THESE STANDARDS HAVE BEEN MET, YOU HAVE A RIGHT TO HAVE YOUR CASE DECIDED BY A STATE-CERTIFIED ARBITRATOR. YOU MUST REQUEST STATE CERTIFIED ARBITRATION WITHIN SIX (6) MONTHS OF ORIGINAL DELIVERY OF THE VEHICLE TO YOU.** **II. LEMON AID LAW -** If this vehicle fails inspection within seven (7) days, and it would cost more than ten percent (10%) of the purchase price to repair, **YOU** are entitled to a full refund if the vehicle is returned to the dealer within fourteen (14) days. See the separate Lemon Aid Law notice. **III. IMPLIED WARRANTY LAW -** The implied warranty of merchantability is a guarantee provided by law in the sale of all consumer products, including automobiles (even if they cost less than \$700 or have 125,000 miles or more on the odometer). This law says that **YOUR** vehicle should function properly for a reasonable period of time. If the vehicle does not, the dealer must fix it at no charge to **YOU**. It is illegal to sell a car "AS IS", "WITH ALL FAULTS", or with a "50/50 WARRANTY". **THIS SHEET PROVIDES ONLY A SUMMARY OF YOUR RIGHTS.** To request arbitration, or to get further

information, contact: Office of Consumer Affairs and Business Regulation, One Ashburton Place, Boston, Massachusetts 02108. Used Car Warranty Law information: (617) 727-7780, 1-888-283-3757, Department of the Attorney General: (617) 727-8400. **LIMITED USED VEHICLE WARRANTY** - The Dealer warrants this vehicle identified on the first page of this document against any defect, malfunction, or combination of defects or malfunctions, that impairs its safety or use for a period of: (a) ninety (90) days or 3,750 miles, whichever comes first for vehicles with fewer than 40,000 miles on the odometer at the time of sale; (b) sixty (60) days or 2,500 miles, whichever comes first for vehicles with 40,000 to 79,999 miles on the odometer at the time of sale; or (c) thirty (30) days or 1,250 miles whichever comes first for vehicles with 80,000 to 124,999 miles on the odometer at the time of sale. The Dealer will provide the full cost of parts and labor necessary to repair all covered defects. However, the Dealer will charge **YOU** \$100 per vehicle for the repair of all covered defects during this warranty period. The warranty period is extended one (1) day for every day the vehicle is in the shop for repairs, and one (1) mile for every mile the vehicle is driven between the dealer's acceptance of the vehicle for repair and its return to the consumer. The warranty is extended for thirty (30) days from the completion of any repair attempt for every defect that was the subject of the repair attempt. The Dealer will give **YOU** a refund if a defect that impairs the safety or use of the vehicle continued to exist or recurred within the warranty period after either three (3) repair attempts for the same defect or being out of service after being returned for repair of any defect or defects for a cumulative total of more than ten (10) business days. Defects that are covered by the manufacturer's warranty are not covered by this warranty if the Dealer gives **YOU** a copy of the manufacturer's warranty, that warranty has been assigned to **YOU**, and the Dealer assures that those defects are repaired. This warranty is provided pursuant to M.G.L. c. 90, § 7N1/4, the used vehicle warranty law. For further information about that law contact the Office of Consumer Affairs and Business Regulation at (617) 727-7780.

MINNESOTA: ADDITIONAL EXPRESS WARRANTY: In addition to the Limited Warranty provided, the following additional express warranty is also provided during the applicable time period outlined herein. For vehicles with more than 36,000 miles but less than 75,000 at the time of sale, the following parts are warranted for thirty (30) days or 1,000 miles, whichever comes first: During the term outlined in this section, Dealer shall repair the following parts: (1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear; (2) with respect to the transmission, the automatic transmission case, internal parts, and the torque converter; or, the manual transmission case, and internal parts; (3) with respect to the drive axle, the axle housings and internal parts, axle shafts, drive shafts and output shafts, and universal joints; but excluding the secondary drive axle on vehicles, other than passenger vans, mounted on a truck chassis; (4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers; (5) with respect to the steering, the steering gear housing and all internal parts, power steering pump, valve body, piston and rack; (6) the water pump; and (7) the externally-mounted mechanical fuel pump. For vehicles with less than 36,000 miles at the time of sale, the following parts are warranted for sixty (60) days or 2,500 miles, whichever comes first: all parts listed above plus the radiator, alternator, generator and starter. In the event of a malfunction, defect, or failure in a part covered by this additional express warranty, Dealer will repair or replace the covered part, or at the Dealer's election, accept return of the used motor vehicle. This additional express warranty does not cover or repair problems which result from collision, abuse, negligence, or lack of adequate maintenance following sale to the consumer. This additional express warranty does not cover vehicles: (1) sold for a total cash sale price of less than \$3,000; (2) with an engine designed to use diesel fuel; (3) with a gross weight in excess of 9,000 pounds; (4) that has been custom-built or modified for show or for racing; (5) that is eight years of age or older, as calculated from the first day in January of the designated model year of the vehicle; (6) that has been produced by a manufacturer which has never manufactured more than 10,000 motor vehicles in any one year; (7) that has 75,000 miles or more at time of sale; (8) that has not been manufactured in compliance with applicable federal emission standards; and/or (9) that has been issued a salvage certificate of title.

NEW JERSEY: ADDITIONAL EXPRESS WARRANTY: Vehicles with 24,000 miles or less at the time of purchase have the following Additional Express Warranty for ninety (90) days, or 3,000 miles, whichever comes first. Vehicles with more than 24,000 miles but less than 60,000 have the following Additional Express Warranty for sixty (60) days, or 2,000 miles, whichever comes first. Vehicles with more than 60,000 miles but no more than 100,000 have the following Additional Express Warranty for thirty (30) days, or 1,000 miles, whichever comes first. During the term outlined in this section, Dealer shall repair the following parts: (1) Engine - all internal lubricated parts, timing chains, gears and cover, timing belt, pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel, harmonic balancer, engine mounts, seals and gaskets, and turbo-charger housing; however, housing, engine block and cylinder heads are covered items only if damaged by the failure of an internal lubricated part. (2) Transmission Automatic/Transfer Case - all internal lubricated parts, torque converter, vacuum modulator, transmission mounts, seals and gaskets. Transmission Manual/Transfer Case - all internal lubricated parts, transmission mounts, seals and gaskets, but excluding manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders. (3) Front Wheel Drive - all internal lubricated parts, axle shafts, constant velocity joints, front hub bearings, seals and gaskets. (4) Rear Wheel Drive - all internal lubricated parts, propeller shafts, supports and U-joints, axle shafts and bearings, seals and gaskets. Failure or malfunction of a covered item during the term of the Additional Express Warranty outlined in this section will be corrected, provided the motor vehicle is delivered to the Dealer, at its regular place of business, and subject to a deductible amount of \$50 to be paid by **YOU** for each repair of a covered item. This Additional Express Warranty shall exclude repairs covered by any manufacturer's warranty, or recall program, as well as repairs of a covered item required because of collision, abuse, or **YOUR** failure to properly maintain the vehicle in accordance with the manufacturer's recommended maintenance schedule, or from damage of a covered item caused as a result of any commercial use of the used motor vehicle, or operation of such vehicle without proper lubrication or coolant, or as a result of any misuse, negligence or alteration of such vehicle by someone other than the dealer. This Additional Express Warranty shall not apply to: any used motor vehicle sold for less than \$3,000; any used motor vehicle over seven (7) or more model years old; any used motor vehicle which has previously been declared a total loss; or, any used motor vehicle with more than 100,000 miles.

NEW YORK: ADDITIONAL EXPRESS WARRANTY: Vehicles with 36,000 miles or less at the time of purchase have the following parts coverage for ninety (90) days, or 4,000 miles, whichever comes first. Vehicles with more than 36,001 miles, but less than 80,000 have the following parts coverage for sixty (60) days, or 3,000 miles, whichever comes first. Vehicles with more than 80,000 miles, but less than 100,001 have the following Parts Coverage for thirty (30) days, or 1,000 miles, whichever comes first. During the term outlined in this section, Dealer shall repair the following parts: (1) Engine - all lubricated parts, water pump, fuel pump, manifolds, engine block, cylinder head, rotary engine housings and flywheel, (2) Transmission - transmission case, internal parts and torque converter, (3) Drive Axle - front and rear drive axle housings and internal parts, axle shafts, propeller shafts and universal joints, (4) Brakes - master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings and disc brake calipers, (5) Radiator, (6) Steering - steering gear housing and all internal parts, power steering pump, valve body, piston and rack, (7) alternator, generator, starter and ignition system, excluding the battery. DEDUCTIBLE: During the term outlined in this section, the deductible for all covered repairs shall be zero dollars (\$0).

RHODE ISLAND: ADDITIONAL EXPRESS WARRANTY: Vehicles with 36,000 miles or less at the time of purchase have the following parts coverage for sixty (60) days, or 3,000 miles, whichever comes first. Vehicles with more than 36,000 miles but less than 100,001 have the following parts coverage for thirty (30) days, or 1,000 miles, whichever comes first. During the term outlined in this section, Dealer shall repair the following parts: (1) Engine, including all lubricated parts, water pump, fuel pump, manifolds, engine block, cylinder head, rotary engine housings and flywheel; (2) Transmission, including the transmission case, internal parts and torque converter; (3) Drive axle, including front and rear drive axle housings and internal parts, axle shafts, propeller shafts, and universal joints; (4) Brakes, including master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers; (5) Radiator; (6) Steering, including the steering gear housing and all internal parts, power steering pump, valve body, piston and rack; and (7) Alternator, generator, starter, and ignition system, excluding the battery. WARRANTY TERM: The term of this warranty shall be extended by any time period during which the used motor vehicle is in the possession of the Seller or his duly authorized agent for the purpose of repairing the used motor vehicle under the terms and obligations of said warranty. The term of this warranty and the fifteen-day out-of-service period, shall be extended by any time during which repair services are not available to the consumer because of a war, invasion or strike, fire, flood or other natural disaster. PARTS COVERAGE: During the first ninety (90) days or 3,000 miles, whichever occurs first, the following additional parts are covered: BRAKES - Master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, disc brake calipers; COOLING - Radiator; ELECTRICAL - Alternator, generator, starter ignition system (excluding battery); STEERING - Steering gear housing and all internal parts, power steering pump, valve body, piston and rack. DEDUCTIBLE: During the term outlined in this section, whichever occurs first, the deductible will be zero dollars (\$0) for each occurrence.