



POWERTRAIN REPAIR - LIMITED WARRANTY

COVERED VEHICLE

VIN

5NPD84LF8LH632771

CUSTOMER

CUSTOMER NAME

LUTHER BARNUM

ADDRESS

9725 WHITE BARN WAY

CITY

RIVERVIEW

STATE

FL

HOME PHONE

(813) 508-0697

Coverage Period: the coverage provided under this Lifetime Limited Warranty ("Limited Warranty") for the covered vehicle described above shall begin on the coverage commencement date shown below and terminates as provided herein. We, at our option, will either provide the repairs ourselves or reimburse an authorized licensed repair facility to do so. Replacement will be made with a part that, at our option, is remanufactured, used or new, and that is of a like kind and quality compatible with the original design specifications and wear tolerances of the Covered Vehicle. All parts replaced will be covered for the term of this limited warranty, subject to the terms and conditions of this limited warranty. The customer hereby acknowledges receipt of a copy of this contract. On each repair visit, the customer will be responsible for the first \$250 for the cost of covered repair.

CUSTOMER SIGNATURE

COVERAGE START DATE

09/23/2023

ENFORCEABILITY OF THIS LIMITED WARRANTY WRITTEN WARRANTY IS LIMITED TO THE ORIGINAL CONSUMER PURCHASER. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS EXPRESSLY PROVIDED HEREIN. 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. NO EXPRESS RIGHTS ARE GIVEN UNDER THIS LIMITED WARRANTY EXCEPT FOR THOSE SPECIFICALLY DESCRIBED HEREIN. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. COMPLETION OF THE FORM ABOVE IS NECESSARY FOR REGISTRATION; HOWEVER, YOUR FAILURE TO COMPLETE AND RETURN THE FORM ABOVE DOES NOT DIMINISH YOUR WARRANTY RIGHTS.

Limited Warranty Coverage: In the event of a breakdown of a covered part, Morgan Auto Group ("Warrantor"), claims toll free 866-217-5309, agrees to repair or replace, or at its option, reimburse the above named customer ("Warranty Holder") for the cost to repair or replace, covered parts on the above described vehicle, subject to the terms, conditions and limitations herein. As used in this Limited Warranty, "breakdown" means the failure of a properly maintained covered part to perform as designed solely because of normal wear and tear or defects in materials or workmanship by the manufacturer of the vehicle. "You" and "Your" shall mean the customer ("Warranty Holder") named above. "We", "Us" and "Our" refer to the Morgan Auto Group, the Warrantor. Please refer to Our website for locations, addresses and service hours. Covered Parts are limited to:

ENGINE

All internal lubricated parts
Cylinder Block
Cylinder Heads
Cylinder Head Gasket
Flywheel
Manifold, exhaust
Manifold, intake
Oil Pan
Oil Pump
Thermostat
Thermostat Housing
Timing Chain Cover
Timing Chain, gears or belt
Turbocharger/ Supercharger unit factory installed

TRANSMISSION

All internally lubricated parts
Torque Converter
Transfer Case, including internal parts
Transmission Case

REAR WHEEL DRIVE

Axle Shafts
Bearings, Rear-Wheel
Drive Axle housing and all internal parts
Drive shaft
Retainers
Universal & Constant Velocity joints

FRONT-WHEEL DRIVE

Axle Shafts
Bearings, Front Wheel
Constant velocity & Universal joints
Final drive housing & all internal parts
Hubs, automatic front locking (Four-Wheel drive)
Locking Rings (four-wheel drive)

Filters, Fluids, Lubricants and Taxes: Filters, fluids, lubricants and taxes required to complete a covered repair for a Covered Part listed above.

Seals and Gaskets: Seals and gaskets when required to complete a covered repair for a Covered Part listed above.

TO FILE A CLAIM CALL: TOLL FREE 866-217-5309

Please visit Our website for locations and service hours.

To File a Claim Call: Toll Free 1-866-217-5309 / Or Email claims to claims@truwarranty.com

Eligibility:

All new and pre-owned vehicles up to 10 years old and less than 100,000 miles at time of service are eligible for this Limited Warranty (subject to the exclusions below). Certain commercial use vehicles are also eligible. Commercial use vehicles are eligible if they satisfy the commercial use definition below:

Commercial Use:

A commercial use vehicle is defined as a vehicle registered to a business and/or for business purposes.

Vehicles that are used in excess of manufacturers G.V.W. or for excessive hauling and pulling are excluded from coverage hereunder. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle are specifically excluded from coverage hereunder.

Exclusions:

Specialty and/or off-road vehicles, such as motorcycles, scooters, all-terrain vehicles and boats. Fleet vehicles and/or wholesale vehicles. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.

1. **Items expressly excluded from coverage or not specifically listed as (covered parts), or breakdown caused by failure of a non-covered part. (Examples of non-covered parts are tires, battery, paint, clock, upholstery and radio);**
2. **Items covered by insurance or any warranty of the manufacturer or repair facility's guaranty;**
3. **Costs, repairs, or reimbursement if this Limited Warranty maintenance requirements and claim procedures have not been fully complied with;**
4. **Repairs performed without our prior authorization or not performed as authorized by us;**
5. **Costs, repairs or reimbursement if Your vehicle's odometer has been altered, disconnected or is inoperable or Your vehicle's actual mileage cannot be documented;**
6. **Costs, repairs, or reimbursement if Your vehicle has been modified to plow snow, or if oversized tires or wheels have been use on Your vehicle;**
7. **Costs, repairs, or reimbursement if Your vehicle is used for competitive driving or racing, police or emergency service, principally off-road use, deliveries, construction, hauling, carriage of passengers for hire, commercial or rental purposes or towing;**
8. **Breakdown caused by earthquakes, fire, hail, water, subfreezing temperature, lightning, riots, wars or acts of God;**
9. **Loaner vehicle, diagnostic, storage, freight, towing, rental, hazardous waste disposal, tune-up or maintenance charges or teardown charges unless teardown is necessary to repair a covered part and authorized in advance by us;**
10. **Delays caused by unavailable replacement parts;**
11. **Breakdown involving modification not performed by the manufacturer;**
12. **Breakdown caused by rust, corrosion, contamination, overheating, lack of or improper coolants, fluids or lubricants, abuse, misuse, collision, negligence or improper towing;**
13. **Breakdown existing, or caused by a condition known to You, before the Coverage Commencement Date; and**
14. **Breakdown occurring outside the continental United States.**

LIMITATION OF LIABILITY: The total dollar benefits paid under this Limited Warranty are limited to: Per Component: \$9,000 for Engine claims, \$5,000 for Transmission claims, \$2,500 for Rear Wheel Drive or Front Wheel Drive claims and \$500 for Seals and Gaskets. Aggregate: The total of all claims and benefits paid or payable while this Limited Warranty is in force shall in no event exceed \$9,000.

THE REPAIR OR REPLACEMENT, OR PAYMENT FOR OR REIMBURSEMENT FOR REPAIR OR REPLACEMENT OF COVERED PARTS IS YOUR ONLY REMEDY AND OUR ONLY LIABILITY UNDER THIS THIS LIMITED WARRANTY. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR INJURY TO OR DEATH OF ANY PERSON, DAMAGES FOR LOSS OF USE, TIME, PROFITS, INCOME OR ANY OTHER INCIDENTAL DAMAGES. WE NEITHER ASSUME, NOT AUTHORIZE ANYONE TO ASSUME FOR US, ADDITIONAL LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Maintenance Requirements: Have Your vehicle serviced in strict accordance with all manufacturers' maintenance recommendations for Your vehicle and keep documentation showing a description of Your vehicle, mileage, date and service performed. If You fail to have all manufacturer's recommended maintenance performed, or if You fail to provide proof upon request that You have performed all manufacturer's recommended maintenance, You may be denied coverage and we may terminate the Limited Warranty.

Step-by-Step Claim Procedures: In order to make a claim under this Limited Warranty You must:

1. Prevent further damage to Your vehicle after a breakdown including but not limited to stopping Your vehicle immediately and having it repaired before driving it further, and;
2. Return Your vehicle to Us for any repairs under this Limited Warranty immediately after a breakdown. If You believe You cannot return Your vehicle to Us following a breakdown, You must email or telephone Us during normal working hours for instructions. If You do not follow our instructions, We are not obligated to repair Your vehicle or reimburse You for any repairs. We reserve the right to inspect Your vehicle before authorization of any repairs. You must provide tear down authorization upon your request and keep all repaired parts for inspection by us. Authorization from Us must be obtained before Your vehicle is repaired. You must submit any claim for reimbursement to Us along with all required documents within 30 days of authorization.

Failure to follow these requirements may result in the denial of Your claim and termination of this Limited Warranty.

TO FILE A CLAIM CALL: TOLL FREE 866-217-5309

Please visit our website for locations and service hours.

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Termination: You may terminate this Limited Warranty for any reason upon written notice to us. We may terminate this Limited Warranty upon written notice to You upon the happening of any of the following:

1. Your vehicle's manufacturer's warranty has been voided;
2. Your vehicle has been declared a total loss;
3. Your vehicle's odometer has been disconnected, altered or is inoperable, or your vehicle's actual mileage cannot be documented
4. Your vehicle is used in any manner not covered by this Limited Warranty;
5. The maintenance requirements and claim procedures of this Limited Warranty are not fully complied with;
6. You sell, lease, transfer, dispose of, or otherwise cease ownership of Your vehicle for any reason;
7. You assign, transfer, dispose of, sublease, or otherwise cease to be lessee of Your vehicle for any reason;
8. Your vehicle has been repossessed or;
9. You die.

General Terms:

1. Any dispute between You and Us concerning this Limited Warranty must be resolved by arbitration. Either party may make a written demand for arbitration. This must be done within 60 days of the date of Your claim. Arbitration will take place in Florida with the American Arbitration Association in accordance with its consumer rules then in effect. The arbitrator's decision will be binding on You and Us.
2. You may not transfer or assign this this Limited Warranty.
3. We may delegate the performance of our duties and obligations and assign our rights.
4. If We make any payment or perform repairs under this Limited Warranty, any right that You have to recover against someone else will become Ours and You must do anything necessary to enable Us to enforce it;
5. Our delay in exercising any right under this Limited Warranty will not mean that We waive that right or any other right in the future;
6. If any provision of this Limited Warranty or any part of any provision is determined to be invalid or unenforceable in whole or in any part for any reason, it shall be severable from the rest of this Limited Warranty and shall not affect any other provision of this this Limited Warranty, all of which shall remain in full force and effect according to their terms.
7. The terms and conditions outlined above are the complete and entire agreement between the parties. No other agreements, terms, representations or understandings will have any force or effect. No amendment of this Limited Warranty will be binding against Us unless in writing and signed by Our authorized representative.

CUSTOMER SIGNATURE

DATE:

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