

ASSOCIATED DEALERS WARRANTY CORP.

CAR CARE SERVICE PLAN

VEHICLE INFORMATION

| | | | |
|--------------------------------|------|--------------------------------|--------------------------|
| CONTRACT NUMBER J000 | | FORM NUMBER A5441009 | SERIAL NUMBER |
| YEAR | MAKE | MODEL | CURRENT ODOMETER READING |

DEALER INFORMATION

| | | | |
|------------------|------|---------|----------|
| SELLING DEALER | | | DEALER # |
| DEALER ADDRESS | CITY | STATE | ZIP |
| LIENHOLDER | | ADDRESS | |
| DEALER SIGNATURE | | | |

OPTIONAL CAR CARE SERVICE PLAN INFORMATION

SEE OWNER'S MANUAL FOR YOUR VEHICLE'S ENGINE OIL SPECIFICATIONS AND COMPLETE LISTING OF FACTORY RECOMMENDED SERVICES

| NON-SYNTHETIC OIL | | | | SYNTHETIC OIL |
|--|--|--|--|--|
| 3,000 MILES | 3,750 MILES | 5,000 MILES | 7,500 MILES | 5,000 MILES |
| <input type="checkbox"/> 2/30,000 STANDARD | <input type="checkbox"/> 3/37,500 STANDARD | <input type="checkbox"/> 2/30,000 STANDARD | <input type="checkbox"/> 3/37,500 STANDARD | <input type="checkbox"/> 2/30,000 STANDARD |
| <input type="checkbox"/> 3/36,000 (MN3) | <input type="checkbox"/> 4/52,500 (MNP) | <input type="checkbox"/> 3/35,000 (MN5) | <input type="checkbox"/> 4/52,500 (MNV) | <input type="checkbox"/> 3/35,000 (MFS) |
| <input type="checkbox"/> 3/45,000 | <input type="checkbox"/> 5/60,000 PLUS (NP+) | <input type="checkbox"/> 3/45,000 | <input type="checkbox"/> 5/60,000 PLUS (NV+) | <input type="checkbox"/> 3/45,000 |
| <input type="checkbox"/> 4/48,000 PLUS (N3+) | <input type="checkbox"/> 6/75,000 | <input type="checkbox"/> 4/50,000 PLUS (N5+) | <input type="checkbox"/> 6/75,000 | <input type="checkbox"/> 4/50,000 PLUS (MF+) |
| <input type="checkbox"/> 5/60,000 | <input type="checkbox"/> 7/101,250 | <input type="checkbox"/> 5/60,000 | <input type="checkbox"/> 7/105,000 | <input type="checkbox"/> 5/60,000 |
| <input type="checkbox"/> 6/75,000 | | <input type="checkbox"/> 6/75,000 | | <input type="checkbox"/> 6/75,000 |
| <input type="checkbox"/> 7/102,000 | | <input type="checkbox"/> 7/100,000 | | <input type="checkbox"/> 7/100,000 |
| CAR CARE PURCHASE DATE | | CAR CARE PURCHASE PRICE | | |

CONTRACT HOLDER INFORMATION

| | | | |
|------------------------------|--|---|------|
| FIRST NAME | | LAST NAME | |
| ADDRESS | CITY | STATE | ZIP |
| (AREA CODE) TELEPHONE NUMBER | I UNDERSTAND THAT THE PURCHASE OF THIS PRE-PAID MAINTENANCE CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THIS VEHICLE. | | DATE |
| SIGNATURE | | This Contract is subject to the "ARBITRATION" section contained herein. | |

PARTIES TO THIS CONTRACT: This Contract is between **YOU** (Contract Holder) and ADWC. This is not an insurance policy, a warranty, or a guaranty.

CONTRACT PERIOD: Coverage under this Contract begins on the "Car Care Purchase Date" shown above and expires according to the term or mileage of the plan selected, whichever occurs first. Plan expiration is measured in Term/Mileage from the "Car Care Purchase Date" and "Current Odometer Reading".

CAR CARE SERVICE PLAN COVERAGE: Coverage will be provided according to the Term/Mileage, service interval and service level selected by **YOU** above. All services are fully detailed in **YOUR** coupon booklet which will be mailed to **YOU**. If **YOUR** booklet is not received within forty-five (45) days call Customer Service at 1-800-327-5172.

Coverage is obtained by presenting the appropriate coupon for each service to **YOUR** Selling Dealer. If **YOU** cannot return **YOUR** vehicle to **YOUR** Selling Dealer, **YOU** must telephone ADWC during normal working hours at 1-800-327-5172 to receive instructions. **YOUR** vehicle may need other services for **YOUR** driving conditions; refer to **YOUR** Owner's Manual for recommended services and intervals.

ADMINISTRATOR:

ASSOCIATED DEALERS WARRANTY CORP.

P.O. BOX 8567 ▼ DEERFIELD BEACH, FLORIDA 33443 ▼ 1-800-327-5172

CANCELLATION: This Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return to **YOUR** Selling Dealer or ADWC. If **YOU** cancel during the first sixty (60) days, a 100 percent refund of the Car Care Purchase Price will be made, less a \$50 administration fee if **YOU** cancel after the first thirty (30) days. After sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired from the Car Care Purchase Date and odometer reading at Car Care Purchase Date, less a \$50 administration fee. In the event of cancellation, **YOU** authorize the Lienholder to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession this Contract will be terminated, and all rights and interest to a refund under this Contract will immediately transfer to the Lienholder and the Lienholder will be named sole payee for any refund amounts. This Contract is non-cancellable by ADWC except for fraud, material misrepresentation, or failure to pay the Car Care Purchase Price. No refund will be made without surrendering all unused coupons.

TRANSFER: **YOU** may transfer the Car Care Service Plan to another owner but not to another vehicle. To transfer this Contract, **YOU** must mail the following four (4) items to ADWC 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 Contract; 3.) a check for \$40 payable to ADWC, for the transfer fee; and, 4.) all remaining Car Care Service Plan coupons. A new coupon book will be sent to the new owner. This Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

LIMITS OF LIABILITY:

1. This Contract will not pay for Mechanical Breakdown repairs, whether associated with or not associated with a prescribed service.
2. This Contract will not pay for any type of state or local taxes required on any prescribed services.
3. This Contract will not pay for any upgraded or extra cost products used during a prescribed service.
4. The payment for prescribed services as stated under CAR CARE SERVICE PLAN COVERAGE and **YOUR** service coupons are the only remedy available to a Contract Holder. ADWC neither has nor assumes any other obligation or responsibility with regard to this Contract and **YOUR** vehicle. The Selling Dealer has sole responsibility for any Service Discount Coupons. ADWC neither assumes, nor authorizes anyone to assume for them, any additional liability.
5. ADWC may pay for or reimburse for any prescribed services covered by this Contract. Replacement filters, at our option, may be either Original Equipment Manufacturer (OEM) or of like kind and quality for **YOUR** vehicle. Charges for filters, labor and fluids charges must be at the usual and customary or discounted price applicable when the services are performed.

YOUR RESPONSIBILITIES:

1. Keep all original copies of all repair orders, invoices and receipts for all services performed to the vehicle described on the front of this Contract that in any way relate to any prescribed services; and
2. Submit a claim for reimbursement to ADWC along with all required documents within sixty (60) days from the date the service was performed.

Failure to comply with the responsibilities outlined above will result in the denial of **YOUR** reimbursement. If **YOU** have any questions, please contact Customer Service at the following number, 1-800-327-5172.

HOW TO SEEK REIMBURSEMENT: When prescribed services are required, **YOU** must return **YOUR** vehicle for service to **YOUR** Selling Dealer. If **YOU** cannot return **YOUR** vehicle to **YOUR** Selling Dealer, **YOU** must telephone ADWC during normal working hours at 1-800-327-5172 to receive instructions. IF **YOU** DO NOT FOLLOW OUR INSTRUCTIONS, **WE** ARE NOT OBLIGATED TO REIMBURSE **YOU** FOR THE COST OF ANY SERVICES.

PAYMENTS: Any participating dealer may perform prescribed services covered under this Contract without charge to **YOU** for such services (except for any state or local taxes). If a participating dealer does charge **YOU** for prescribed services covered under this Contract, submit copies for all invoices and receipts pertaining to the authorized services, along with a copy of the front of **YOUR** Contract to: Customer Service, P.O. Box 8567, Deerfield Beach, FL 33443.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED ABOVE ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENTS SHOULD BE RELIED UPON BY THE CONTRACT HOLDER INCLUDING ANY ORAL REPRESENTATIONS BY THE SELLING DEALER.
2. If it is not clear what Term/Mileage or coverage plan has been purchased, **YOU** should contact **YOUR** Selling Dealer.
3. This Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any of the provisions of this Contract will be binding against the Selling Dealer or ADWC unless it is in writing and is signed by one of the authorized representatives at our home office listed above.
5. We may delegate the performance of our duties and obligations and assign our rights and benefits hereunder.

ARBITRATION: **YOU** agree that all individual, class action, or other claims arising from or relating to this Contract, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, are subject, at **YOUR**, the Selling Dealer's, or Associated Dealers Warranty Corp. ("ADWC") election, to neutral binding arbitration by The American Arbitration Association under the applicable AAA rules then in effect as modified by this Arbitration Provision. This includes, but is not limited to, claims asserted by **YOU** against the Selling Dealer, ADWC, their affiliates, and/or their and their affiliates' employees, officers, successors, or assigns. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. The Arbitrator shall follow applicable statutes of limitations, shall honor claims of privilege recognized at law, and, if timely requested by either party, shall provide a brief written explanation of the award's basis. Each party shall be responsible for its own attorney, expert, or other fees unless applicable law provides otherwise. **Any claim or dispute is to be arbitrated on an individual basis and not as a class action. YOU expressly waive any right to arbitrate a class action or in a private attorney general capacity, and there shall be no joinder or consolidation of parties, except for parties to the same contract.** In the event of a conflict between this Arbitration Provision and any other applicable arbitration provision, the other provision's terms shall apply; provided however, that this Arbitration Provision's prohibition on classwide arbitration shall apply. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the other provisions or the Contract; provided however, that if the provision prohibiting classwide arbitration is deemed invalid, then this entire Arbitration Provision shall be null and void. This Arbitration Provision 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. **Neither YOU, the Selling Dealer, nor ADWC will have the right to have a jury trial on any claim for which arbitration is elected. Discovery and rights to appeal are generally more limited than in a lawsuit, and other rights applicable in court may not be available in arbitration.** This Arbitration Provision will survive any termination, payoff, or transfer of this Contract. Information regarding AAA and its procedures for filing a claim can be found at www.adr.org.