

THE PRODUCT WILL BE SENT TO YOUR ADDRESS LISTED ON THE DECLARATION PAGE WITHIN 30 DAYS. IT IS YOUR RESPONSIBILITY TO INSTALL THE PRODUCT.

TERMS AND CONDITIONS

The Protector 5, Inc. Product shall protect any parts of Your Vehicle that come in direct contact with the Product or parts that are mechanically connected to those parts, and shall prevent failure of such parts. If a failure of such parts were to occur, the Manufacturer, Protector 5, Inc. shall repair or replace the below listed components of Your Vehicle.

COVERED COMPONENTS INCLUDE:

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 also covered if the above-listed parts caused a mechanical failure.

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 – up to \$1500.00 towards the repair or replacement of internally lubricated parts.

COMMERCIAL COVERAGE– A COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE UP TO 1 TON REGISTERED TO A BUSINESS AND/OR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF MANUFACTURERS 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 HEREUNDER.

1. DEFINITIONS:

Manufacturer, We, Us, Our: shall mean the Manufacturer and Warrantor of the Product and this product limited warranty. The Manufacturer is Protector 5, Inc.

Product: shall mean the product You Purchased, listed on the declarations page.

Vehicle: shall mean the Vehicle listed on the declarations page of this product limited warranty. The Product shall be installed into the Vehicle.

You, Your: shall mean the Product Purchaser listed on the declarations page of this product limited warranty.

2. APPLICATIONS: Protector 5, Inc. warrants this Product for the period and mileage listed in the declarations page. In addition, at Your option , We will provide additional product for annual installations. You can call the Manufacturer at 800-205-8988 annually to receive additional Product until the expiration of this product limited warranty, as

shown on the declarations page. Failure to install Product annually will not invalidate a product limited warranty claim.

3. ELIGIBILITY: To be eligible for the benefits of this product limited warranty, the Product must be properly installed in the vehicles oiling system for this product limited warranty to be valid. All covered components and all drivetrain components must be factory installed by the vehicle manufacturer. Repaired or replaced previously only by an ASE Certified Mechanic. Documentation will be required.

4. MAINTENANCE REQUIREMENTS: YOU HAVE ACKNOWLEDGED RESPONSIBILITY FOR THE MAINTENANCE REQUIREMENTS BELOW BY AFFIRMING SAME ON THE PHONE WITH THE SALES REPRESENTATIVE.

To obtain the benefits provided by purchasing the Product, as provided under this product limited warranty, it is Your responsibility:

- A) Properly install the Product in your engine oil system.
- B) Ensure that the engine oil and engine oil filter be changed every four (4) months or four thousand (4,000) miles, whichever occurs first (within a window of 1 month or 1,500 miles). Transmission service including fluid, flushes, and filter change must be performed every 12 months or 12,000 miles, on vehicles (6) six years or older. Transmissions in vehicles that are less than six (6) years old should service in accordance with the vehicle's manufacturer requirements. Non-serviceable transmissions are excluded from this requirement. Proper documented and verifiable receipts for oil and engine oil filter changes will be required in the event of a claim.
(Handwritten receipts will not be accepted)
- C) All other covered component(s) should be maintained as outlined in vehicle owner's manual.

*** Service receipts and invoices must be presented in case of a claim.**

5. LIMITS OF LIABILITY: In case of a failure within the lubricated parts of the engine and/or transmission of the registered vehicle due to the failure of the Product, Manufacturer's liability is limited to repairing or replacing defective parts with like, kind, and quality including the replacement of all lost fluids, including the Product. The limit of liability per covered vehicle is \$3,000.00 per occurrence to the engine, \$2,000.00 per occurrence to the transmission, \$1500.00 per occurrence to the transfer case.

6. TRANSFER: This product limited warranty is transferable to a second owner of the vehicle, provided the Manufacturer listed below is notified in writing, all maintenance records are reviewed prior to the transfer, and a \$50.00 transfer fee is paid.

7. EXCLUSIONS: Failure of a covered component, which occurs within the first ninety days (90) and 1,000 miles after Start Date, as it appears on the above registration form will not be covered, this will be considered as pre-existing. All vehicles must be in good mechanical working order for this product limited warranty to be valid. Any parts that are not listed under covered parts and components. Oil consumption, worn out or overheated parts or diminished performance is not covered. Leaking gaskets or seals are not covered. Parts that require normal vehicle manufacturers recommended replacement intervals are not covered under this product limited warranty. Damage

resulting from failures by related parts or units such as but not limited to: levers, controls, linkage, cables, radiator, coolers, rubber mounts, fasteners, external oil lines, viscous couplings, drive axles and electronic components, internal or external, to the engine and transmission are not covered. Failures must be the result of a proven mechanical failure. The Product and its product limited warranty are not intended for and do not apply to diesel engines manufactured prior to 1990, Rotary engines, 4100 GM engines, All Renault, Nissan 300ZX, Mitsubishi 3000 GT, Dodge Stealth, 911, 928 or 930 Porsche, 12 cylinder BMW or Mercedes, Land Rovers, 10 Cylinder vehicles and vehicles in excess of 1 ton and commercial vehicles unless commercial box is checked. The Product and its product limited warranty are not intended for and do not apply to any grey market vehicles, salvaged or branded title vehicle or vehicles where the manufacturer's warranty has been voided or rescinded. The Product and its product limited warranty are not intended for and do not apply to Any vehicle with true mileage unknown at contract inception date.

A COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE UP TO 1-TON REGISTERED TO A BUSINESS AND/OR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF MANUFACTURERS 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 vehicle manufacturer for specific clarification.

Manufacturer is only responsible for covered components as indicated in the Terms and Conditions section on this product limited warranty when the Product is originally purchased by You. This product limited warranty takes second place to other vehicle manufacturer warranties or recall items. Manufacturer is not responsible if the covered components have been abused or damaged as a result of a collision. Manufacturer is not responsible if the covered components have been tampered with or altered after the original equipment manufacturer installation. Damage resulting from an improper previous repair, abuse through towing, abuse through improper load capacity, or continued operation of an impaired vehicle failure to follow the terms and conditions as outlined voids this product limited warranty, thereby letting the vehicle owner assume the liability.

This limited warranty will not apply to the following items: 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 or 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 product limited 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. A gradual reduction in operating performance due to normal wear and tear

such as but not limited to oil consumption, guides, valves, rings, transmission clutch pack, discs and bands is not covered.

8. MANUFACTURER'S RIGHT OF CANCELLATION: In the event of filing a claim for service with Claims Administrator, the Manufacturer reserves the right to cancel this product limited warranty upon the discovery of fraud or misrepresentation of a material fact by You or Your representative. Any vehicle used in the commission of a crime will not be covered.

9. CANCELLATION PROCEDURE: The paid purchase price of the Product is fully refundable within forty-five (45) days of the date of sale. The purchase price of the Product is non-refundable after forty-five (45) days of the date of sale. Written request for cancellation and this Limited Warranty contract must be postmarked within forty-five (45) days from the date of sale.

10. CLAIM PROCEDURE: In case of failure of a covered component due to failure of the Product, call the Claims Administrator at 1-800-205-8988 for claim validation. You will be required under this product limited 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 mechanical breakdown is not covered by this product limited warranty. Reasonable access must be provided to the Vehicle for product limited warranty inspection. You must have all required documentation prepared to submit to the Claims Administrator: i.e.; a copy of this product limited warranty registration form, proof of maintenance of all covered components as outlined in Item 2 Maintenance Requirements, documented failure of any covered component (All documentation must be received within ten days of reporting a claim). Repairs or replacements must be completed by a State Certified repair shop. The labor cost will be determined by a flat rate labor manual (i.e. Chilton) multiplied by the customary labor charge for the repair/replacement of a protected part. The labor rate allowed shall not exceed the national average labor rate. ***Failure to receive Claims Administrator's authorization prior to any repair work will invalidate any product limited warranty claim.**

PAYMENT OR REIMBURSEMENT OF CLAIMS PAYMENT OPTION:

When the damage and repair falls within the scope of this product limited warranty, and authorization to proceed with the repair is obtained from the Claims Administrator and the repair work is completed, We will then reimburse You or the repair facility for the approved cost of the work performed on the Vehicle less the Deductible (if any) and state sales tax, unless there is still a balance due on any amount financed by you at the time You purchase the Product. If a balance is due, the claim amount will first be paid to the financing source and any balance payable to You or You repair facility. The Claims Administrator will arrange for such payment by check or nationally recognized credit card (usually Visa ® or MasterCard ®.)

REIMBURSEMENT OPTION: You or the repair facility may claim reimbursement from Us, by submitting the paid invoice to the address below. Claims must be submitted within 180 days from the Claims Administrator authorization date to qualify for reimbursement. If You show that it was not reasonably possible to give notice or file the proof of loss within the 180 days and that notice was filed as soon

as reasonably possible, then You will still receive reimbursement for Your claim. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected:

1. Your mechanical complaint.
2. Itemized listing of replacement parts names, numbers and prices.
3. Description of labor and charges necessary to correct the mechanical failure.
4. Vehicle Mileage.
5. Date of Repair.
6. Authorization and contract number.
7. Completed repair order (all applicable sublet repair bills).
8. A signed Work Completed Form. This form will be provided to Your repair facility by the Claims Administrator.

11. ARBITRATION: Any controversy or claim arising out of or relating to this product limited 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 products 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 St. Clair County, Illinois. 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.

12. THIS PRODUCT LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THIS PRODUCT LIMITED WARRANTY BEGINS ON THE PURCHASE DATE OF THE PRODUCT, 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 PRODUCT LIMITED WARRANTY AGREEMENT, WHICHEVER OCCURS FIRST.

ALL MAINTENANCE REQUIREMENTS MUST BE COMPLETED.

THIS PRODUCT LIMITED WARRANTY IS NOT INSURANCE. THIS PRODUCT LIMITED WARRANTY IS BETWEEN THE PURCHASER AND PROTECTOR 5, INC.

THIS IS NOT A PERFORMANCE LIMITED WARRANTY. IF YOU DO NOT RECEIVE THE PRODUCT IN 30 DAYS PLEASE CALL CUSTOMER SERVICE.

Customer Service Toll Free (800) 205-8988

Administrative Services

P.O. Box 961

O'Fallon, IL 62269

SPECIMEN

Thank you for purchasing the Protector 5, Inc. Product! To show our appreciation, we are providing to you FREE roadside assistance benefits!

BENEFITS

1-877-425-7927

ROADSIDE ASSISTANCE

1-877-425-7927

EMERGENCY ROADSIDE ASSISTANCE: Provides emergency road services for non-accident related incidents, where failure is due to a defect in material or workmanship.

Benefit Limits: For the TERM OF YOUR AGREEMENT, the listed sign and drive (meaning YOU incur no expense up to program limit) benefits are available 24 hours a day / 365 days a year. The following *non-accident related* services are available for covered Breakdowns up to a maximum benefit of \$100.00 per incident:

Towing | **Jump Starts** | **Flat Tire Changes** (using YOUR inflated spare) | **Vehicle Fluid Delivery** (cost of VEHICLE fluids extra) | **Lockout Assistance** (key cutting/replacement extra) | **Concierge Services** (courtesy help and emergency phone call support to relatives, police, etc.

Services not available in areas where state providers are exclusively utilized.

** Benefits are limited to "cash call with reimbursement" service only for the first ninety (90) days of coverage. Please call Administrator with any Roadside Assistance services within the first ninety (90) days of coverage: 800-205-8988. **

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