

PENSKE 2023 ULTRA 2 ENGINE, TRANS & REAR, AFTER-TREATMENT (36 Month)

VSC - VSC10544746

I.VEHICLE INFORMATION

Make:	FREIGHTLINER	Year:	2018
Model:	New Cascadia 126" Sleepercab	Odometer:	428,359
Vehicle Type:	Truck	Truck ECM:	428,359
VIN:	3AKJHHDR3JSJR1270		
Engine Make:	N/A		
Engine Model:			
Engine Serial:			

CUSTOMER INFORMATION

Purchase Order Number: 316171

First Name:	MICHAEL	Phone:	(501) 743-1113
Last Name:	QUINN	Email:	quinnmovingsolutions@gmail.com
Business Name:		Street Address:	6128 MAVERICK ST
City:	LAS VEGAS	State:	NV
		ZIP / Postal Code:	89130

II.Vehicle Service Contract CoverageEffective Date: 02/21/2024

Base Protection Plan:	PENSKE 2023 ULTRA 2 ENGINE, TRANS & REAR, AFTER-TREATMENT (36 Month)	Lienholder Name:	PREMIER FINANCING	Lienholder Address:	4200 PORT BLVD.
Protection Plan Term:	36 Mo / 300,000 Miles	Lienholder Phone:		Lienholder City:	DALLAS
Coverage:				Lienholder State:	TX
Deductible (Deductible to be paid by truck owner at the time of an approved claim):	\$350 USD			Lienholder ZIP:	75241
				WRAP:	No

DEALER INFORMATION

Dealer Name:	Penske	Dealer Sales Rep e-mail:	nbaluk@ntpc.com	Dealer ID:	D010801
Dealer Sales Rep Name:	Diana Baird	Main Phone Number:		Sales Rep Phone:	
Dealer Address:	6 Commerce Drive Suite 200 Cranford, PA 07016				

III. GENERAL PROVISIONS

A. DEFINITIONS

As used in this Agreement:

1. **"AGGREGATE"** means the most We will pay regardless of the number of times a given part, component, group of components or engine needs to be repaired or replaced.
2. **"AGREEMENT"** means this NTP Penske Ultra 2 Vehicle Service Contract that You have purchased to protect Your Vehicle.
3. **"AGREEMENT PERIOD"** has the meaning set forth in Section III.B.1 below.
4. **"BREAKDOWN"** or **"MECHANICAL BREAKDOWN"** means the failure of any part covered by this Agreement to work as it was originally designed to work in normal service, providing that it has received customary maintenance as recommended by the manufacturer in the owner's manual. It does not mean the gradual reduction in operating performance due to normal wear and use when the component is within manufacturer's tolerance or specifications. A component will be deemed failed upon Wear-out.
5. **"COSTS"** means the usual and fair charges for parts and labor necessary to repair or replace the covered components under this Agreement. These charges shall not exceed the manufacturer's suggested retail (list) price for parts and labor allowances derived from nationally recognized labor.
6. **"DECLINED COMPONENT"** means any component for which We offer coverage under Section II, which You did not select.
7. **"DEDUCTIBLE"** means the amount that You must pay for covered repairs per covered Breakdown, plus any unpaid portions of the purchase price of this Agreement, which We may at our discretion add to the Deductible due at any cancellation or claim. The Truck Refrigeration Unit, if selected, has a \$200 Deductible. All other covered components have a \$350 Deductible.
8. **"EFFECTIVE DATE"** means the later of (1) the Agreement Date shown in Section I or (2) if the "WRAP" option is selected in Section II, the expiration of any and all Other Warranty (-ies) covering the engine of Your Vehicle (excluding any OEM recall or campaign, or any Repairer's guarantee relating only to a specific component).
9. **"LIENHOLDER"** means the Vehicle Lienholder identified in Section II, if such Lienholder (1) financed both the purchase of the Vehicle and this Agreement, and (2) holds the first lien on the Vehicle. In all other situations, there is no Lienholder for purposes of this Agreement.
10. **"MILES"** means the actual miles Your Vehicle has traveled as recorded by an unaltered odometer or Electronic Control Module (ECM), whichever shows the greater in miles.
11. **"MILEAGE CAP"** means the Mileage Cap identified in Section II of this Agreement.
12. **"NON-COVERABLE COMPONENT"** means any component for which We do not offer coverage.
13. **"NON-COVERED COMPONENT"** means any component not covered by this Agreement. Non-Covered Components include both Declined Components and Non-Coverable Components.
14. **"OEM"** and **"Original Equipment Manufacturer"** mean the company who manufactured a component and whose label, model number and serial number are on the component.
15. **"OTHER WARRANTY"** means any warranty, OEM recall or campaign, insurance, guaranty or service contract other than this Agreement, including a manufacturer warranty, dealer warranty, road club or Repairer's guarantee.
16. **"PROGRESSIVE DAMAGE"** refers to damage caused by the failure of one component (the **"PRIMARY FAILURE"**) which causes another component to fail (the **"SECONDARY FAILURE"**). Progressive Damage is limited by Section IV.B.
17. **"REPAIRER"** means a franchised dealer or repair facility with Automotive Service Excellence (ASE), 310T Red Seal or manufacturer recognized certification, or any other repair facility the Authorized Administrator has approved to perform repairs on the Vehicle. Any repairs must receive written authorization in advance from the Authorized Administrator, prior to beginning repairs.

18. **"VEHICLE"** means the covered vehicle described in Section I of the Agreement.
19. **"WEAR-OUT"** means the inability of a component to perform its intended function within the operating parameters defined by the manufacturer as a result of repetitive action of the component over time under normal and expected operating conditions. In order for a component to be considered a "Wear-out," the component may not have been used for any purpose other than the intended purpose of its design and manufacture during the entire period of the component's use and operation.
20. **"YOU"** and **"YOUR"** mean the Customer shown in Section I of the Agreement.

B. AGREEMENT PERIOD AND COVERAGE LIMITATIONS

1. The term of this Agreement (the **"Agreement Period"**) is based upon the time or Miles for which it is issued according to Your selection under Term Length in Section II Coverage, beginning on the Effective Date and ending on the earlier of the time or the Miles limit being reached.
2. We will pay the Repairer for reasonable Costs to repair or replace the components as listed in Section III.C Coverages and Covered Components due to a Breakdown, less Your Deductible and in accordance with the provisions contained within this Agreement. We reserve the right to inspect Your Vehicle to evaluate covered repairs both before and after repairs are made. The use of non-OEM parts is allowed.
3. The Aggregate limit of liability for all covered claims per covered Vehicle during the Agreement Period is the retail value of Your Vehicle at time of latest covered Breakdown. Retail value will be defined as (a) the purchase price of Your Vehicle if Your Vehicle was purchased within the six (6) months immediately preceding the Breakdown, or (b) the retail value as stated by Price Digests Truck Blue Book, if the vehicle was purchased more than six (6) months prior to the Breakdown.
4. Final decisions regarding the initial cause of failure are determined by the Authorized Administrator. Replacement parts will be the same quality as the covered parts and may include new, re-manufactured or used parts at the Authorized Administrator's discretion. Once any part is replaced, the failed part becomes the property of the Authorized Administrator in exchange for the replacement part(s) including, if appropriate, the component core.
5. This Agreement will terminate if You sell Your Vehicle prior to the end of the Agreement Period unless the Agreement is transferred with Our consent pursuant to Section IV.G.1 below. The Agreement will also terminate if the total Miles on the Vehicle reach the Mileage Cap unless a waiver addendum has been secured before the Effective Date.
6. Notwithstanding anything contrary in this Agreement, this Agreement provides coverage for Your Vehicle solely with respect to the specific options You selected in Section II Coverage.

C. COVERAGES AND COVERED COMPONENTS

The following components, if selected under Major Components Options and Additional Options Section II are covered by this Agreement, subject to each component's Aggregate limit set forth below:

1. **"WE," "US," "OUR," "NATIONAL TRUCK PROTECTION"** and **"AUTHORIZED ADMINISTRATOR"** mean the issuer and obligor of this Agreement, National Truck Protection Co., Inc., 7990 North Point Blvd. Suite 108, Winston-Salem, NC 27106 (877) 950-3200.
2. **ENGINE:** Internally lubricated hard parts limited to pistons, piston rings, piston oil cooling jets, wrist pins, connecting rods, caps and caps screws, connecting rod bearings, crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arms shafts, rocker arms, pushrods, hydraulic lifters, intake and exhaust valves, intake and exhaust valve guides, valve seats, valve springs, oil pump housing, oil pump gears, oil pump pick up screen, oil pump pick up tube, oil pump pressure relief springs, oil pump pressure relief valves, oil consumption, spacer block or plate, valve retainers, valve keepers (locks), timing gears, timing gear cover, valve cover, oil pan, oil cooler and housing. The following "non-oil" related components are covered: intake manifold, exhaust manifold, flywheel housing, vibration dampener, and thermostat housing. Additional covered items include the cylinder block casting, cylinder liner, cylinder heads, injector cups, cylinder head bolts and cylinder head gasket. Carbon packing/buildup (not available on gasoline engines) is covered only if maintained by OEM specifications. Damages resulting from Primary Failures of related components including but not limited to seals and gaskets, fasteners/ retainers, radiators, cooler lines, jake brakes, thermostat, engine mounts, engine wiring harness, and electronic control devices are not covered.

Power Complaints. Low Power Failure: any Breakdown caused by a covered component, resulting in a chassis dynamometer measured value of less than 75% of the OEM rated engine horsepower at the wheels of the Vehicle (class 8, non-vocational trucks only).

3. **ENGINE FUEL INJECTORS, WATER PUMP, FUEL PUMP AND ECM:** Engine fuel injectors include complete injector, fuel pump, fuel injector hard lines, and fuel injection pump. Water pump includes water manifold, housing, impeller, bearings, and seals. Water pump repairs are limited to removal and replacement of the water pump unit only. The ECM and the labor to remove and replace it are covered. Coverage does not include upgrades, design changes, alteration, or modification whether by OEM or aftermarket, wiring harness or any related electrical system or component malfunction, contamination, or corrosion; oil, fuel, or coolant lines; external fittings, clamps, bolts, or fasteners/retainers, and duct work, linkages, connectors, seals and gaskets, vacuum controls or electrical components. Damages from the Primary Failure caused by contaminated fuel, incorrect or low lubricants or coolant, or by a fuel pump failure due to contamination are not covered.
4. **TURBOCHARGER(S):** Turbochargers include turbines, turbine shaft, bearings, internal variable vane assembly, turbo actuator, V Pod and turbocharger housing. Turbocharger coverage does not include any damages resulting from the Primary Failure of wiring harnesses, oil, fuel, or coolant lines; external fittings, clamps, bolts, or fasteners/retainers, charge air cooler and duct work, linkages, connectors, seals and gaskets, vacuum controls or electrical components.
5. **AFTERTREATMENT ASSEMBLIES:** If selected, 12- and 24-month terms have \$8,000 Aggregate, with the exception of the One Box system, \$12,000 Aggregate. The 36-month term has a \$12,000 Aggregate of which no more than \$8,000 will be paid in the first 24- month period except in the case of the One Box system. Aftertreatment electronic control module (ACM), BPV (back pressure control valve), diesel exhaust fluid (DEF) module, DEF injection nozzle, DEF heater control relay, DEF dosing module - wiring harness, DEF heated lines (3), DEF heater coolant control valve, DEF heating elements, DEF heating fittings (3 on supply module), DEF pump and module, DEF solution level/temperature sensor, DEF tank, diesel oxidation catalyst (DOC), DOC doser injector, diesel particulate filter (DPF), DPF air/fuel/coolant lines, DPF air/fuel manifold assembly, DPF dosing module, exhaust gas recirculation (EGR) valves, EGR actuator, EGR connecting bellows and clamps, EGR cooler(s), exhaust piping/clamps/gaskets, exhaust throttle valve, hydrocarbon doser injector (HC doser, 7th injector, ARD, AHI module), hydrocarbon doser valve – air/fuel/coolant lines; and inline air filter, hydrocarbon doser valve (Voss valve), selective catalytic reduction (SCR) catalyst, SCR decomposition pipe and pipe elbows. The following sensors: BPV pressure sensor, Delta P (DPF back pressure/DPF soot/particulate level sensor), DOC inlet pressure, DOC (post) temperature, DOC (pre) temperature sensor, DPF air supply pressure sensor, DPF fuel pressure sensor, lambda sensor (O₂ sensor), NOx (2) sensor, Pressure after exhaust throttle valve sensor, SCR (post) temperature sensor, SCR (pre) temperature sensor and wiring harness - emission systems (including overlay) specified components only and the labor to remove and replace the component are covered. Damages resulting from the Primary Failure of seals and gaskets or fasteners/retainers are not covered.
6. **TRANSMISSION:** If selected, internally lubricated hard parts of the manual or automatic transmission including shaft(s), gear sets, shift forks, synchronizers, blockers, oil pump, valve body, torque converter, governor, bands, drums, gear sets, bearings, bushings and thrust washers. Required seals and gasket to complete covered repairs are also covered. The transmission case is covered only if damaged by a covered component. Damages resulting from the Primary Failure of related components, including, but not limited to, seals and gaskets, electronic controls, fasteners/retainers, shift levers, linkage, radiators, mounts, external and internal oil coolers and lines, manual transmission clutch- disc, clutch-disc of an electronically controlled, non-hydraulically operated (has no torque converter) transmission, automatic transmission clutch packs, sliding clutch(es), pressure plate, throwout bearing, pilot bearing, hydraulic clutch master and slave cylinder(s), are not covered.
7. **REAR DIFFERENTIAL:** If selected, internally lubricated hard parts including carrier case, gear sets, bearings, bushings, axle shafts, axle housing, limited slip clutch pack, and power divider, including shafts, gears, bearings, and shift fork. Required seals and gaskets to complete covered repairs are also covered. The differential housing is covered only if damaged by a covered component. Damages resulting from the Primary Failure of related components, including, but not limited to, seals and gaskets, fasteners/retainers' electronic controls, shift levers, linkage, radiators, mounts and lines are not covered.
8. **AUXILIARY POWER UNIT (APU):** If selected, \$4,000. Engine Components: internally lubricated hard parts limited to pistons, pistons rings, piston oil cooling jets, wrist pins, connecting rods, connecting rod bearings, crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arm shafts, rocker arms, push rods, hydraulic lifters, intake and exhaust valves and guides, valve springs, constant velocity valve, oil pump housing, oil pump gears, oil pump pick up screen, oil pump pick up tube, oil pump pressure relief

springs and valves, valve retainers, valve keepers (locks), timing chain and gears, timing chain tensioners, timing gear cover, valve cover, oil pan, injectors and water pump. Damages resulting from the Primary Failure of a seal leak or a blown head gasket are not covered.

9. **COMFORT PACKAGE™:** If selected, \$6,000. Coverage is limited to the following components: Charge air cooler, radiator, radiator cap, fan clutch, engine air compressor, alternator, starter, starter solenoid, fuel tanks, fuel tank cap, fuel tank valve, radio. Comfort Package does not include charge air cooler piping, charge air cooler mounting, radiator mounting, all belts, tensioners, fan shroud, fan spacer idler, air compressor sprocket, air compressor mounting, air compressor mounting bolts, alternator mounting, alternator pulley, starter AUX relay, fuel tank mounting, fuel tanking piping, fuel tank steps, fuel tank sensors, fuel tank fittings, radio speakers, wiring harnesses, pigtailed, communication radio. Damages resulting from the Primary Failure of related components including but not limited to seals and gaskets, fasteners/retainers, electronic controls, fittings, clamps, bolts, mounting, air lines, coolant lines, contamination or corrosion of fluids are not covered.

HVAC COMPONENTS: HVAC blower motor, HVAC blower motor resistor, HVAC temperature control head, HVAC temperature controls, HVAC temperature control valves, HVAC air compressor, HVAC air compressor pulley, HVAC fan hub and HVAC heater core. Comfort Package does not include HVAC lines, HVAC piping, HVAC tubes, HVAC wiring, all belts, tensioners, fan shroud, fan spacer idler, HVAC air compressor mounting and HVAC air compressor mounting bolts. Damages resulting from the Primary Failure of related components including but not limited to seals and gaskets, fasteners/retainers, electronic controls, fittings, clamps, bolts, mounting, air lines, coolant lines, contamination or corrosion of fluids are not covered.

10. **TOWING:** This Agreement is not a roadside assistance plan. It is strictly for valid, warrantable and approved claims only. We will reimburse You for towing expenses You incur as a result of a Breakdown. Reimbursement will be calculated to the nearest Repairer to the site of the Breakdown. Prevailing hookup and/or towing rates will apply. There is a \$350 limit of liability per covered occurrence and a limit of three (3) occurrences per Agreement Period.
11. **RAPID REPAIR GUARANTEE PLUS™:** Covered repairs will be deemed to have commenced on the date upon which the following conditions are met:
- (a) The Authorized Administrator must verify that the Breakdown is caused by a covered component under the Agreement and that coverage is in force at the time of the Breakdown;
 - (b) Completed claim approval by the Authorized Administrator will prompt the start of the countdown on the Rapid Repair Guarantee Plus.

If a repair is not completed within fourteen (14) calendar days of the above criteria being met, You or the Lienholder, as applicable, will be paid a downtime benefit of half Your monthly truck payment, subject to a maximum of \$750. If such repairs require longer than thirty (30) days beyond such time, You or the Lienholder will be paid the remainder of Your monthly truck payment, subject to a maximum total benefit of \$1,500.

12. **RENTAL TRUCK:** If selected, the Authorized Administrator must verify that the Breakdown is caused by a covered component under this Agreement and that coverage is in force at the time of the Breakdown. Upon approval, We will reimburse You for the daily or weekly rental rate, as applicable, for a rental truck from a vendor of Your choice while your Vehicle is being repaired due to a covered claim, up to the total days You selected for coverage in Section II (7 or 14 days).

You will be responsible for any deposits required by the vendor You choose, but We will reimburse You for that vendor's daily rate for the number of days the rental truck was authorized up to a maximum of:

\$150 per day / \$750 weekly for a tandem axle day cab
\$170 per day / \$850 weekly for a tandem axle sleeper or refrigerated unit
\$100 per day / \$500 weekly for a medium duty box truck or city van

You are responsible for charges related to fuel, mileage, tolls, taxes and any losses or damage to the truck. Without limitation, You shall furnish the vendor, upon request, with proof of requisite insurance coverage. See Your vendor's contract for full details which may supersede the language in this section. Depending on the vendor, a minimum of two (2) years with a valid CDL may be required, and a deposit may be required.

IV. LIMITATIONS AND EXCLUSIONS

A. WHAT THIS AGREEMENT DOES NOT COVER

This Agreement applies only to Breakdowns occurring within Canada or the United States of America, its possessions and territories. It does **not** provide coverage for:

1. Your Vehicle, if any of the following occur:
 - (a) Payments on Your Agreement are not current as of the time of a claim;
 - (b) The odometer or ECM on Your Vehicle has been stopped, altered or misrepresents Your Vehicle's actual mileage. Factory ECMs/ECUs (electronic control modules/units) parameters, codes, warning systems and alarms cannot be altered and must be in working order at all times while this Agreement is in effect;
 - (c) Your Vehicle is used for rental, limousine service, law enforcement, emergency service, security service or snow plowing (without prior written authorization from the Authorized Administrator); or
 - (d) Anyone removes or renders inoperative an emission control component from Your Vehicle or engine prior to sale or delivery to purchaser, or if anyone knowingly removes or renders inoperative any emission control component on the Vehicle or engine after sale and delivery to You.
2. Costs incurred to improve operating performance if the component(s) is within manufacturer's tolerance or specification. This includes, but is not limited to, (1) manufacturer's upgrades or design changes, (2) valve and ring repairs designed to improve engine compression, reduce oil consumption, or to remove sludge, or (3) improvements for diminished performance.
3. Any failure regardless of cause, if any maintenance requirement was not performed as outlined in Section IV.C Maintenance Requirements or as required by the OEM.
4. A Breakdown caused by or contributed to by operating the Vehicle without proper levels or specification (type) fluids, lubricants, coolants or using improper or contaminated fluids.
5. A Breakdown caused by corrosion, rust, dirt or dust.
6. Any loss or Breakdown resulting from racing or other competitive driving, operator error, collision, fire, theft, vandalism, riot, war, lightning, earthquake, windstorm, hail, water, freezing, flood, salt, environmental damage or Acts of God.
7. Incidental or consequential loss or damage, loss of time, use, inconvenience, profits, wages, towing expense (except as explicitly provided herein), lodging, meals and storage resulting from a Breakdown, unless covered by our Rapid Repair Guarantee Plus as described in Section III.C.11 above.
8. Any liability or property damage, injury or death of any person, punitive or exemplary damage and/or legal fees, arising out of the operation or use of Your Vehicle.
9. A Breakdown or failure occurring prior to the Effective Date or an improper prior repair whether performed subsequent to purchase of Your Vehicle or prior to the sale date. These conditions may not have been known to the parties at time of Your Vehicle sale. A Breakdown caused by or involving modifications or alterations made to Your Vehicle that were not performed by the manufacturer or selling dealer. Examples include, but are not limited to, emission control, exhaust system and engine modifications.
10. A Breakdown caused by abuse, misuse, negligence, spin-out, shock load, over-rev, towing, overloading or hauling that exceeds the OEM's recommendations for Your Vehicle.
11. A Breakdown or the increased damage caused by the continued operation of an impaired Vehicle. If initial damage can be determined to be a covered component (s), an estimate of damages will be determined by the Authorized Administrator and any coverage, if provided, will be limited to those repairs.
12. OEM design issues or changes, Technical Service Bulletins, OEM recalls or OEM upgrades.
13. Any claim that was not authorized in advance by the Authorized Administrator.
14. Shop materials, hazardous waste disposal charges, freight charges, miscellaneous charges, or any Environment and Climate Change Canada or US EPA charges.

B. PROGRESSIVE DAMAGE

If the Primary Failure of a covered component causes a Secondary Failure to another covered component, We will cover repairs of the Primary Failure and the Secondary Failure up to their respective limits of liability. If the Primary Failure of a covered component causes a Secondary Failure to a Non-Covered Component, We will Cover repairs of the Primary Failure up to its limits of liability. If the Primary Failure of a non-covered component not otherwise excluded herein causes a Secondary Failure to a covered component, We will cover repairs of the Secondary Failure up to its limits of liability, as if the covered component had failed on its own.

C. MAINTENANCE REQUIREMENTS

The recommended OEM maintenance requirements must be followed. Please refer to Your specific operator's manual and service manual for all recommended intervals based on Your specific Vehicle application. We reserve the right to obtain these work orders and receipts which would need to include Your Vehicle Identification Number, the mileage and date of service. We reserve the right to deny coverage if OEM requirements are not followed.

D. IF YOU HAVE OTHER COVERAGE

If an Other Warranty is in force at the same time as this Agreement, We will only pay for covered repairs for which coverage was unavailable under the Other Warranty. For purposes of clarity, a component covered by the Other Warranty, but which claim was denied for any other reason, will be considered covered by the Other Warranty and not by Us. If You have a right to recover against another party for anything We have paid under this Agreement, Your rights shall become Our rights.

E. YOUR ASSISTANCE AND COOPERATION

If We request, You agree to assist Us to enforce Your rights against any OEM or Repairer who may be responsible to You for the Costs of repairs We provided.

F. ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION

This Agreement shall be governed by and in accordance with the laws of the **State of North Carolina** without regard to the principles of conflict of laws. In the event of any kind of disagreement between You and Us concerning Your coverage under this Agreement, concerning the Costs of repairs, or otherwise relating to or arising out of this Agreement, You must make a written demand to Us for arbitration. **You agree that arbitration is the sole method of dispute resolution under this Agreement.** Your written demand for arbitration must be done and received by Us within sixty (60) days of the day You filed Your claim. Each party will select one certified arbitrator. The two arbitrators will select a third arbitrator. Each of the parties will pay equally the total of the three (3) arbitrators selected. The in-person arbitration hearing will take place only and exclusively in **Forsyth County, North Carolina** unless both You and We agree in writing to a different hearing location. The rules utilized by the American Arbitration Association will apply. A majority decision from the three (3) arbitrators will be binding between You and Us. The determination and award of the arbitrators may be filed by the prevailing party in a court of competent jurisdiction and shall thereafter have the full force and effect of a judgment at law. The parties agree that any action, suit or proceeding arising out of or relative to this Agreement, not required to be submitted to arbitration, shall be instituted only in the state or federal courts located in Forsyth County, North Carolina.

G. HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES

1. This Agreement is between the registered owner of the Vehicle as described in Section I and Us and cannot be transferred or assigned to the next owner of this Vehicle, Lienholder or any other person or entity without the written consent of the Authorized Administrator. If We allow a transfer, there will be a transfer fee of \$350 required and We will also require proof of purchase and a vehicle inspection.
2. We may cancel this Agreement for non-payment of any charge when due (including without limitation any installment payments on this Agreement, if applicable), misrepresentation in obtaining this Agreement or for submission of a fraudulent claim.
3. We may void this Agreement for failure to strictly conform to all terms and conditions as outlined herein. Failure to act as and when required will render this Agreement null and void as of the date any requirement was due and not performed. Once voided all rights and privileges afforded by this Agreement are forfeited including the

validation of any claim and the right to any refund. If You have purchased Your Agreement pursuant to a third-party fleet agreement to which You are no longer a party, this Agreement will terminate concurrently with Your participation in that qualifying fleet agreement.

4. There is no right to cancel. In the event You elect to cancel this Agreement, whether by notice to Us, by failure to make any applicable installment payments when due, or otherwise, no refund of the purchase price or paid portion thereof is available to You.
5. The Lienholder may cancel this Agreement for non-payment or as a result of documented and verifiable repossession or total loss of the Vehicle within sixty (60) days of the event that caused written request for cancellation. In case of cancellation by the Lienholder, the Lienholder will be named on the refund check. An odometer statement showing the Miles at the date of request will be required. If We are to supply a refund check to the Lienholder as described herein, the refund check shall be in an amount equal to the pro rata portion (based upon the value of the remaining months or the remaining mileage, whichever is less) of the Agreement charge We received reflecting the remaining Agreement Period less a \$350 administration fee. A refund is not available if any claim is pending or has been paid.

H. ALTERNATIVE FUEL AND OIL CHANGE EXTENSION SYSTEMS ACCEPTANCE

We recognize and approve of certain OEM and non-OEM add-on components and systems designed to reduce fuel consumption or are powered by fuels other than diesel fuel or gasoline and/or extend oil change intervals. These alternative components and systems are not covered by this Agreement. An initial failure and resulting Progressive Damage of any kind traced to these add-on components must be addressed by alternative component OEM warranty. Damage to these alternative components as a result of a covered component failure will not be covered.

I. CURRENCY

Any and all references to money in this Agreement are expressed in US dollars.

J. INSURANCE POLICY STATEMENT

This Agreement is not an insurance policy. It is not subject to the Indiana insurance law or the general insurance laws of any other state. Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association or any other state insurance guarantee fund.

In states or territories where required by law (AR, CO, CT, GA, HI, ID, IL, IN, MD, MS, MT, NC, ND, NE, NY, OR, PR and UT), this Agreement is secured by a contractual liability policy provided by Courtesy Insurance Company, 350 Jim Moran Blvd, Deerfield Beach, FL, (800) 298-8011. If, within sixty days, We have not paid or provided service on any claim or You are otherwise dissatisfied, You may make a claim directly to the insurance company. Please enclose a copy of Your Agreement when sending correspondence to the insurance company.

V. YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN

In the event of a Breakdown You must:

1. Contact Us to report the Vehicle's Breakdown by calling (877) 950-3200, by email at claims@ntpc.com or through Our self-service portal at portal.ntpc.com.
2. Provide Us with any information that We require to determine benefit eligibility under this Agreement, including allowing Us to inspect the Vehicle if We ask to do so.
3. Obtain written authorization from Us prior to beginning any covered repairs.
4. Use all means to protect Your Vehicle from further damage (which may include avoiding continued operation of the Vehicle or delays in repair of the Vehicle when such delay may cause Vehicle damage to become worse).
5. Notify the Repairer that Your Vehicle carries a service contract or extended warranty through Us. Authorize the Repairer to perform necessary diagnostic work. You will be required to pay the costs of diagnostics if the Mechanical Breakdown is not covered by this Agreement. On approved claims a fair and reasonable diagnostic charge, unless otherwise stated, will be included as determined by the Authorized Administrator.

VI. ENTIRE AGREEMENT

This document, together with its addendums, contains the entire Agreement between the Customer and Us and is not and cannot be modified or altered in any respect without a written addendum or exception signed by the Customer and Us. Written addendums or exceptions are only approved by Us and drafted by the Authorized Administrator. The Customer understands that purchase of this Agreement is optional and is not required in order to finance, purchase or lease a motor vehicle.

STATE SPECIFIC AMENDMENTS

The following are added to and become part of the Agreement and supersede any other provisions to the contrary:

Arkansas, Idaho and Illinois

- I. **SECTION IV.G.4 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

In the event that you cancel this Agreement within thirty (30) days of the Effective Date and no claim has been made, You will receive a full refund of the Agreement charge We received, less a \$50 administration fee. If you cancel the Agreement at any other time, You will receive a refund in the amount equal to the pro rata portion (based upon the value of the remaining months or the remaining mileage, whichever is less) of the Agreement charge We received reflecting the remaining Agreement period, less a \$50 administration fee. Provided, however, that in no case shall the administration fee exceed 10% of the Agreement charged We received or the refundable pro rata portion, as applicable.

- II. **SECTION IV.G.5 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

The Lienholder may cancel this Agreement for non-payment or as a result of documented and verifiable repossession or total loss of the Vehicle within sixty (60) days of the event that caused written request for cancellation. In case of cancellation by the Lienholder, the Lienholder will be named on the refund check. An odometer statement showing the Miles at the date of request will be required. If We are to supply a refund check to the Lienholder as described herein, the refund check shall be in an amount equal to the pro rata portion (based upon the value of the remaining months or the remaining mileage, whichever is less) of the Agreement charge We received reflecting the remaining Agreement Period less a \$50 administration fee. Provided, however, that in no case shall the administration fee exceed 10% of the Agreement charged We received or the refundable pro rata portion, as applicable. No refund is available to the Lienholder if any claim is pending or has been paid.

Connecticut

- I. The following is added to **SECTION III.B.1 AGREEMENT PERIOD AND COVERAGE LIMITATIONS:**

Notwithstanding the foregoing, this Agreement shall not expire while a covered repair is being performed.

- II. The following is added to **SECTION III.C.10 TOWING:**

This Agreement does not include in-home service. Unless otherwise provided in this Agreement, the costs of transporting the Vehicle will not be paid for by Us.

- III. **SECTION IV.F ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION** is deleted and the following is substituted in its place:

If there is a dispute regarding the terms of this Agreement or the coverage of any claim filed with Us, We will make a reasonable effort to resolve the dispute with You. If We are unable to resolve the dispute, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of Your covered Vehicle, the cost of any disputed repairs, and a copy of this service contract document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

Your complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, Your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the

dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

Georgia

- I. **SECTION IV.A.1(a)** is deleted and the following is substituted in its place:

Subsequent to the purchase of this Agreement, the odometer or ECM on Your Vehicle has been stopped, altered or misrepresents Your Vehicle's actual mileage;

- II. **SECTION IV.A.9** is deleted and the following is substituted in lieu thereof:

A Breakdown or failure occurring prior to the Effective Date or an improper prior repair whether performed subsequent to purchase of Your Vehicle or prior to the sale date. These conditions may not have been known to the parties at time of Your Vehicle sale. A Breakdown caused by or involving modifications or alterations made to Your Vehicle by You or with Your knowledge that were not performed by the manufacturer or selling dealer. Examples include, but are not limited to, emission control, exhaust system and engine modifications.

- III. **SECTION IV.F ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION** is deleted and the following is substituted in its place:

This Agreement shall be governed by and in accordance with the laws of the State of Georgia, without regard to the principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or relative to this Agreement shall be instituted only in the state or federal courts located in Your county of residence as of the Effective Date.

- IV. The following is added to **SECTION IV.G.2 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES**:

We will mail out a 30 day written notice of cancellation and the refund will be on a pro-rata basis less a cancellation fee of 10% of the pro-rata refund amount.

- V. **SECTION IV.G.3 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

We may void coverage under this Agreement for failure to strictly conform to all terms and conditions as outlined herein. Failure to act as and when required will render coverage under this Agreement null and void as of the date any requirement was due and not performed. Once voided all rights and privileges afforded by this Agreement are forfeited including the validation of any claim and the right to any refund. If You have purchased Your Agreement pursuant to a third-party fleet agreement to which You are no longer a party, this Agreement will terminate concurrently with Your participation in that qualifying fleet agreement.

- VI. **SECTION IV.G.4 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

You may cancel this Agreement at any time upon demand and surrender of this Agreement. Upon Your cancellation, We shall refund the excess of the consideration paid for this Agreement above the customary short rate for the expired term of the Agreement. For cancellations by You in which no claims have been filed, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the Agreement has been returned to Us.

- VII. **SECTION IV.G.5 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

The lienholder may cancel this Agreement as a result of documented and verifiable repossession or total loss of the Vehicle within sixty (60) days of the event that caused written request for cancellation. In case of cancellation by the lienholder, the lienholder will be named on the refund check. An odometer statement showing the Miles at the date of request will be required. If We are to supply a refund check to the lienholder as described herein, the refund check shall be in an amount equal to the pro rata portion (based upon the value of the remaining months or the remaining mileage, whichever is less) of the Agreement charge We received reflecting the remaining Agreement Period.

Maryland

I. The following is added to **SECTION III.B.1 AGREEMENT PERIOD AND COVERAGE LIMITATIONS:**

Notwithstanding the foregoing, this Agreement shall not expire while a covered repair is being performed, but shall be automatically extended when the provider fails to perform the services under this Agreement. This Agreement will not terminate until such services are provided in accordance with the terms hereof.

II. The following is added to **SECTION IV.F ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION:**

Notwithstanding anything in this Section IV.F to the contrary, this Agreement shall be governed by the laws of Maryland, without regard to the principles of conflict of laws. In accordance with Maryland law arbitration shall be optional, or You may file a claim in any court of competent jurisdiction.

III. **SECTION IV.G.4 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

You may return this Agreement within twenty (20) days of purchase if this Agreement was delivered to You at the time of sale, or within twenty (20) days of Your receipt of the Agreement if it was mailed to you, if no claim has been made hereunder. In this case, this Agreement will be void and We will refund You the full purchase price of this Agreement within forty-five (45) days of cancelation. If We fail to pay or credit Your account within this time frame, We will pay an amount equal to 10% of the value of consideration paid for this Agreement for each month that the refund was not paid or credited. This provision shall only apply to the original purchaser of this Agreement. If You cancel this Agreement at any other time, or if any claims have been made, no refund of the purchase price or portion thereof is available to You.

IV. The following is added to **SECTION IV.J INSURANCE POLICY STATEMENT:**

You will be entitled to make a direct claim against the insurer upon Our failure to pay any claim or make any refund or consideration due within 60 days after proof is filed with Us.

Mississippi

I. The following is added to **SECTION IV.G.2 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES:**

If we cancel for any reason other than non-payment, You will receive a refund in the amount equal to the pro rata portion (based upon the value of the remaining months or the remaining mileage, whichever is less) of the Agreement charge We received reflecting the remaining Agreement period, less the amount of the claims paid and a \$350 administration fee. Provided, however, that in no case shall the administration fee exceed 10% of the Agreement charge We received or the refundable pro rata portion.

II. **Section IV.G.4 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

(a) You may return this Agreement within ten (10) days of purchase if this Agreement was delivered to You at the time of sale, or within twenty (20) days of Your receipt of the Agreement if it was mailed to you, if no claim has been made hereunder. In this case, this Agreement will be void and We will refund You the full purchase price of this Agreement within forty-five (45) days of cancelation. If We fail to pay or credit Your account within this time frame, We will pay an amount equal to 10% of the value of consideration paid for this Agreement for each month that the refund was not paid or credited. This provision shall only apply to the original purchaser of this Agreement.

(b) If You cancel the Agreement at any other time, or if a claim has been made hereunder, You will receive a refund in the amount equal to the pro rata portion (based upon the value of the remaining months or the remaining mileage, whichever is less) of the Agreement charge We received reflecting the remaining Agreement period, less the amount of the claims paid and a \$350 administration fee. Provided, however, that in no case shall the administration fee exceed 10% of the Agreement charge We received or the refundable pro rata portion.

Nebraska

The following is added to **Section IV.F ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION**:

Notwithstanding anything in this Section IV.F to the contrary, in accordance with Nebraska law arbitration shall be optional.

New York

Section IV.G.4 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES is deleted and the following is substituted in its place:

You may return this Agreement within twenty (20) days of the date of mailing of this Agreement to You or within ten (10) days if this Agreement is delivered at the time of sale. If no claim has been made hereunder, this Agreement shall be void and We shall refund to You the full purchase price of this Agreement. A ten percent (10%) penalty per month will be added to Your refund if such refund is not made within thirty (30) days of the return of this Agreement to Us. This provision shall only apply to the original purchaser of this Agreement. If You cancel this Agreement at any other time, no refund of the purchase price or portion thereof is available to You.

North Carolina

- I. **SECTION IV.G.1 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

This Agreement is between the registered owner of the Vehicle as described in Section I at time of the Effective Date and Us. If You sell the Vehicle to a new owner who meets the same eligibility requirements as You, the Agreement will be transferred to that new owner upon providing Us with proof of sale and a vehicle inspection. Any transfer to any other person, e.g., to a new owner who does not meet Our eligibility criteria, to the Lienholder or to anyone else, may be made only with the written consent of the Authorized Administrator, in Our discretion, upon payment of a \$350 transfer fee.

- II. **SECTION IV.G.4 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

In the event that You cancel the Agreement, You will receive a refund in the amount equal to the pro rata portion (based upon the value of the remaining months or the remaining mileage, whichever is less) of the Agreement charge We received reflecting the remaining Agreement period, less a \$350 administration fee. Provided, however, that in no case shall the administration fee exceed 10% of the Agreement charge We received or the refundable pro rata portion.

Oregon

- I. The following is added to **SECTION IV.F ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION**:

Notwithstanding anything in this Section IV.F to the contrary, in accordance with Oregon law arbitration shall be optional. If the parties mutually agree to arbitrate, any such arbitration shall be conducted under local rules as required under ORS Chapter 36. alternatively, either party may bring a legal action in any court of competent jurisdiction.

You may file any unresolved complaints with the Oregon Insurance Division, Department of Consumer and Business Services. Any filings should be made to the attention of the Insurance Division.

Oregon Department of Consumer & Business Services
Attn: Insurance Division
P.O. Box 14480
Salem, OR 97309-0405
Phone: 503-947-7982
Oregon Consumer Advocacy Unit
888-877-4894 (toll-free)
email cp.ins@oregon.gov

- II. **SECTION V.5 YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN** is deleted and the following is substituted in its place:

Notify the Repairer that Your Vehicle carries a service contract or extended warranty through Us. Authorize the Repairer to perform necessary diagnostic work. You will be required to pay the costs of diagnostics if the Mechanical Breakdown is not covered by this Agreement. On approved claims a fair and reasonable diagnostic charge and any other emergency repairs reasonably needed to be performed outside of normal business hours, unless otherwise stated, will be included as determined by the Authorized Administrator.

Utah

- I. The following is added to **SECTION IV.F ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION:**

NOTWITHSTANDING ANYTHING IN THIS SECTION IV.F TO THE CONTRARY, IN ACCORDANCE WITH UTAH LAW ARBITRATION SHALL BE OPTIONAL AND SUCH ARBITRATION MAY BE BROUGHT PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE AUTHORIZED ADMINISTRATOR. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE AUTHORIZED ADMINISTRATOR. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF.

- II. **SECTION IV.G.3 HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES** is deleted and the following is substituted in its place:

We may cancel this Agreement for nonpayment, material misrepresentation, substantial change in risk or substantial breach of Your duties under this Agreement upon 10 days notice to you in the case of nonpayment, or upon 30 days notice to You for any other reason outlined herein. If You have purchased Your Agreement pursuant to a third-party fleet agreement to which You are no longer a party, this Agreement will terminate concurrently with Your participation in that qualifying fleet agreement.

- III. The following is added to **SECTION IV.J INSURANCE POLICY STATEMENT:**

This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.

- IV. **SECTION V.5 YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN** is deleted and the following is substituted in its place:

Notify the Repairer that Your Vehicle carries a service contract or extended warranty through Us. Authorize the Repairer to perform necessary diagnostic work. You will be required to pay the costs of diagnostics if the Mechanical Breakdown is not covered by this Agreement. On approved claims a fair and reasonable diagnostic charge and any other emergency repairs reasonably needed to be performed outside of normal business hours, unless otherwise stated, will be included as determined by the Authorized Administrator.