

7990 North Point Blvd Suite 108 Winston-Salem, NC 27106 (888) 261-7581

TRANSFER OF WARRANTY REQUEST CONTRACT NO. VSC10402005 TRANSFER DATE:

'Upon completion and review, the Authorized Administrator may approve or deny the transfer reque	st.
Please send the Transfer of Warranty Request to our offices care of contractadmmin@ntpco.com	
pon approval, a \$350 transfer fee will be required.	
poli approval, a 3330 transfer fee will be required.	

Transferring Customer Name: ____Jimmy Dai

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ARROW PLAT PLUS ENGINE, TRANS & REAR, AFTER-TREATMENT (Class 8 - 36, 48 Month)

VSC - VSC10402005

VEHICLE INFORMATION

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Make:	Mack	Year:	2019		
Model:	Anthem	Odometer:	484,701		
Vehicle Type) :	Truck ECM:	484,701		
VIN:	1M1AN4GY9KM010076	;			
Engine Make	e: N/A				
Engine Mode	el:				
Engine Seria	il:				
CUSTOMER INFORMATION Purchase Order Number: JX8692					
First Name:	JIMMY		Phone:	6463269959	
Last Name:	DAI		Email:	JDAI944@GMAIL.COM	
Business Na	ime:		Street Address:	5240 N CHIMNEY PEAK AVE	
City: MERID	PIAN State	ID	ZIP / Postal Code:	83646	

WARRANTY COVERAGE Effective Date: 03/22/2023

Base Warranty:	ARROW PLAT PLUS ENGINI REAR, AFTER-TREATMENT 36, 48 Month)		Lienholder Name:	CASH DEAL	Lienholder Address:	
Warranty Term:	48 Mo / 400,000 Miles		Lienholder Phone:		Lienholder City:	
Coverage: Comfort Package, Rental Truck - 7 Days, Rapid Repair Plus - 30 Days					Lienholder State:	
Mileage cap: 1,000	Lienholder ZIP: Mileage cap: 1,000,000 Miles WRAP: No					
DEALER INFORM	ATION					
Dealer Name: Arr	ow Truck Sales - Jacksonville	Dealer Sales Rep e	-mail: abarnett@arrowtr	uck.com	Dealer ID: D102446	
Dealer Sales Rep Na	me: Alicia Barnett	Main Phone Number	er:		Sales Rep Phone:	
Dealer Address: 5911a Commonwealth Avenue Jacksonville FL 32254						

III. GENERAL PROVISIONS

A. DEFINITIONS

As used in this Agreement:

- "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 National Truck Protection Mechanical Breakdown 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 time.
- "DECLINED COMPONENT" means any component for which We offer optional coverage under Section II, which You did not select.
- 7. "DEDUCTIBLE" means the amount that You must pay per covered Breakdown as shown in Section II of this Agreement.
- 8. **"EFFECTIVE DATE"** means the later of (1) the effective date shown in Section II or (2) if the "WRAP" option is selected in Section II, the expiration of any Other Warranty 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 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 or guaranty, 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. "WE", "US", "OUR", "NATIONAL TRUCK PROTECTION" and "AUTHORIZED ADMINISTRATOR" mean National Truck Protection Co., Inc., 7990 North Point Blvd. Suite 108, Winston-Salem, NC 27106, (888) 365-8027.

- 20. "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.
- 21. "YOU" and "YOUR" mean the Customer shown in Section I of the Agreement.

B. AGREEMENT PERIOD AND COVERAGE LIMITATIONS

- The term of this Agreement (the "Agreement Period") is based upon the time or Miles for which it is issued
 according to Your choice in Section II Warranty 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.
- 3. 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 Authorized Administrator's discretion. Once a part(s) is replaced, the failed part(s) then becomes the property of the Authorized Administrator as an exchange for the replacement part(s), including, if appropriate, the component core.
- 4. 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.I.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.
- 5. 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 Warranty Coverage.

C. COVERAGES AND COVERED COMPONENTS

The following components if selected in the Major Components Options and Additional Options sections of the Declarations are covered by this Agreement, subject to each component's Aggregate limit set forth below:

1. **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, valve retainers, valve keepers (locks), timing gears, timing gear cover, valve cover, oil pan, oil cooler and housing, spacer plate or block, oil consumption. 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, cylinder head casting, injector cups, cylinder head bolts and cylinder head gasket. Carbon packing/buildup and performance complaints (applies only to covered components) are covered only if maintained by OE specifications. Damage resulting from failures by 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 included under Engine coverage, provided, however, that failures caused by seals, gaskets and fasteners internal to the engine are covered. For purposes of this Section III.C.1, "internal to the engine" means located between the valve cover gasket and the oil pan gasket, excluding those gaskets themselves and excluding any gaskets associated with externally mounted components which are not otherwise listed as covered components under this Agreement.

*While O-rings are generally not covered, Breakdowns of a Freightliner DD engine originating from the oil pump pickup O-ring will be covered if the service required by TSB D18M3 has been performed by an OEM certified repair shop prior to the Breakdown.

2. 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 is 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. Damage from contaminated fuel, incorrect or low lubricants, or coolant not covered. Fuel pump failure due to contamination is not included.

3. **TURBOCHARGER(S):** include turbines, turbine shaft, bearings, internal variable vane assembly, turbo actuator, V Pod and turbocharger housing. Turbochargers do not include: wiring harnesses, wastegates, 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.

4. AFTERTREATMENT ASSEMBLIES: If selected under Section II:

6, 12- and 24-month terms have a \$8,000 total Aggregate while 36- and 48-month terms have a \$12,000 total Aggregate. All terms have the One Box system \$12,000 Aggregate. 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), 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 pressure sensor), DOC Inlet Pressure, DOC (post) temperature, DOC (pre) temperature sensor, DPF air supply pressure sensor, DPF backpressure sensor, DPF fuel pressure sensor, lambda (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. Seals/gaskets, fasteners/retainers are not covered.

5. TRANSMISSION: If selected under Section II:

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. Damage resulting from the failures 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.

6. **REAR DIFFERENTIAL**: If selected under Section II:

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. Damage resulting from the failures 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.

7. COMFORT PACKAGE: If selected under Section II:

\$6,000 Aggregate is limited to the following components: Charge air cooler, radiator, radiator cap, fan clutch, engine air compressor, engine brake, 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, pigtails, communication radio. Damage resulting from the failures of related components 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 resister, 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. Damage resulting from the failures of related components 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.

- 8. **TOWING:** This is not a Roadside Assistance Plan: it is strictly for valid, warrantable and approved National Truck Protection claims only. We will reimburse you for towing expenses you incur as a result of a Breakdown. Reimbursement will be calculated to the nearest Original Equipment Manufacturer (OEM) dealer or ASE-certified repair facility, whichever is closest to the Breakdown site. Prevailing hookup and/or towing rates will apply. It will not apply in "goodwill" situations. There is a \$350 limit of liability per covered occurrence and a limit of three (3) occurrences per Agreement Period.
- RAPID REPAIR GUARANTEE PLUS: Covered claims should be promptly completed, once 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 benefit of \$1,500.

10. RENTAL TRUCK: If selected under Section II:

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. LIMITS 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) Your Vehicle has ever had a salvage title;
 - (b) Your Vehicle is a non-Canada, non-U.S. specification vehicle;
 - (c) 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;
 - (d) 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
 - **(e)** 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.E 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 or Optional Rapid Repair Guarantee as described in Sections III.C.9 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 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 a Non-Covered Component, We will cover repairs of the Primary Failure and Secondary Failure, collectively, up to the Primary Failure's limits of liability. If coverage was purchased for both the Primary Failure and Secondary Failure, then the limits of liability for both the Primary Failure and Secondary Failure will apply. If the Primary Failure is to a Non-Coverable component which is not otherwise excluded from coverage herein, Progressive Damage to any covered component will be covered up to the covered component's limits of liability. If the Primary Failure is to a Declined Component, no Progressive Damage to the Secondary Failure (even an otherwise covered component) will be covered.

C. DEDUCTIBLE

You pay only the initial deductible amount of approved repair costs necessary to correct the covered failure (up to OEM time guidelines and fleet parts pricing) during each repair visit, such failures as are set forth in their entirety in Section III.C, plus normal maintenance items and other non-covered items, including but not limited to those set forth in Section IV.A. Engine, Transmission, Differentials and Comfort Package have a \$150 Deductible, Aftertreatment is a \$500 deductible. All deductibles are per occurrence.

D. LIMITS OF LIABILITY

NTP's maximum liability for any covered claim shall be no greater than the fair market value of the Vehicle, as determined by the Price Digest Truck Blue Book retail value of the Vehicle at the time of the claim ("Market Value"). In the event that the cost of a covered repair will exceed or approximate Market Value, NTP may elect to (1) purchase (take title and possession of) the Vehicle from you for the Market Value or (2) issue a payment to you and/or the lienholder (if any) for the Market Value, less the salvage value of the Vehicle. In either case, this Service Contract will be terminated and no

coverage will be provided for the salvage Vehicle or any replacement vehicle, and no unused balance will be refunded. Notwithstanding anything in the contrary in this Service Contract, NTP shall have no liability with respect to this Service Contract or otherwise for consequential, exemplary, special, incidental or punitive damages even if it has been advised of the possibility of such damages and regardless of the cause of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. National Truck Protection's contract prices do not include any Local, State or Federal taxes, and NTP has no responsibility to pay any such taxes or fees on behalf of vehicle dealers or vehicle purchasers. Vehicle dealers and vehicle purchasers are responsible for all legal and regulatory tax and insurance compliance.

E. 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.

F. IF YOU HAVE OTHER COVERAGE

Any OEM coverage must expire before Our coverage begins. If an Other Warranty is in force at the same time as Our warranty, or is terminated early or rescinded, We will only pay for covered repairs that do not qualify for coverage under the Other Warranty. If the OEM or Repairer agrees to cover all or part of the Costs of a Breakdown, We are responsible only for any additional Costs. If You have a right to recover against another party for anything We have paid under this Agreement, Your rights shall become Our rights. We shall recover only the excess after You are fully compensated for Your loss by the other party.

G. 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.

H. 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.

I. 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 at time of the Effective Date 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 financed), 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.

- 4. In the event You elect to cancel this Agreement, no refund of the purchase price or 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.
- 6. The laws of the state or territory where the contract was written will govern the cancellation. If no state or territorial language exists, the cancellation language above will apply.

J. 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.

K. CURRENCY

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

L. INSURANCE POLICY STATEMENT

This is not an insurance policy. This Agreement is secured by a contractual liability policy provided by Continental Casualty Company. The insurance company may be contacted at 333 S Wabash Ave, Chicago, IL 60604-4107, 1-800-831-4262. If, within sixty days, We have not paid 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.

M. AFTERTREATMENT ALTERATIONS

This contract can and will be voided if anyone removes or renders inoperative an emission control component on a certified motor vehicle or engine prior to sale or delivery to purchaser, or if anyone knowingly removes or renders inoperative any emission control component on a certified motor vehicle or engine after sale and delivery to the purchaser.

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 (888) 365-8027, by email at claims@ntpco.com or through Our self-service portal at portal.ntpco.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.

It is important that You read and understand Your rights and responsibilities as outlined in this Agreement including the accompanying Summary of Customer Responsibilities. This Agreement does not cover any claim that did not receive prior written authorization by the Authorized Administrator.

STATE-SPECIFIC AMENDMENTS

This Agreement is amended to comply with the following state requirements and disclosures:

Arkansas, Idaho and Illinois

I. SECTION IV.I.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.I.4 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, the Agreement shall not expire while a covered repair is being performed.
- II. The following is added to **SECTION I.C.6 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.H 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(C)** 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 its place:

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.H 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.I.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.I.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.

VI. SECTION IV.I.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.I.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.

<u>Hawaii</u>

Section IV.I.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 that the time of sale, or within thirty (30) days of the date of mailing of this Agreement 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. 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.

Maryland

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

Notwithstanding anything in this Section IV.H to the contrary, in accordance with Maryland law arbitration shall be optional, or You may file a claim in any court of competent jurisdiction.

II. SECTION IV.I.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 that the time of sale, or within thirty (30) days of the date of mailing of this Agreement 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.

III. The following is added to **SECTION IV.L 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.

Nebraska

The following is added to Section IV.H Arbitration and Exclusive Forum for Dispute Resolution of the Agreement:

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

New York and Puerto Rico

SECTION IV.I.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 You the full purchase price of this Agreement. A ten percent (10%) penalty per month shall 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.I.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.I.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 charged we received or the refundable pro rata portion.

Oregon

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

Notwithstanding anything in this Section IV.H 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.H ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION:

NOTWITHSTANDING ANYTHING IN THIS SECTION IV.H 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 COVERED BY THE LAWS OF THE STATE OF UTAH, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF.

II. SECTION IV.I.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.

III. The following is added to SECTION IV.L 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.

RENTAL TRUCK: If selected under Section II, For the selected number of days We will provide You with a rental truck from a vendor selected by Us while your Vehicle is being repaired due to a covered claim. 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. You will be responsible for fuel and mileage charges and any and all losses or damage to the truck. Without limitation, You shall furnish the lessor, upon request, with proof of requisite insurance coverage. See Your contract lessor's contract provided by the Authorized Administrator for full details which may supersede the language in this section.

In the event of a Breakdown and You are needing to use Your Rental Truck Coverage:

- 1. If You experience a Breakdown, immediately call 1(888) 365-8027.
- 2. You as the Customer must notify the Repairer that Your Vehicle carries a warranty at time of arrival to Repairer. The Repairer is required to contact the Authorized Administrator at 1(888) 365-8027 immediately!
- 3. Once the Authorized Administrator has verified the Breakdown is a covered component, a voucher will be issued to You with instructions on next steps.
- 4. You will be responsible for having to complete the Lessors paperwork including a copy of Your current insurance coverage.
- 5. Customer service hours are 8:30 am to 5:00 pm (Eastern Time) Monday through Friday and We can be reached at 1(888) 365-8027.



Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card	l Information				
Card Type:		□ VISA	□ Discover	□ AMEX	
Cardholder					
Card Number	er:				
Expiration Date (mm/yy): Security Code					
Cardholder 2	ZIP Code (from cre	dit card billing ad	dress):		
above for ag	, a greed upon purchas on my account.	uthorize_ es. I understand th	to nat my information will	charge my credit card be saved to file for future	
Customer Si	gnature	Date			