

Active Warranty Contract - Arrow C8 - Canada



Transaction ID **#37691** WRAP - **Yes** Fleet Maintenance - **No** 04/27/2022

This Truck is Part of Our Fleet (Fleet: Five or more trucks with service facility) and we have submitted a Registered Fleet Maintenance Addendum. NOTE: To receive a copy and approval of your Registered Fleet Maintenance Addendum - Please contact us at: 1-800-950-3377.

GN11-5

I. VEHICLE INFORMATION

Make: **PETERBILT** Year: **2018** APU Model:
Model: **389** Odometer: **470,999** APU Serial:
Truck ECM: **470,999**
Vehicle Type: **Truck** Transmission Make: **EATON FULLER** APU Hours:
VIN: **1XPXD49X9JD485984** Transmission Model: **RTL020918B**
Engine Make: **CUMMINS ISX15** Transmission Serial:
Engine Model:
Engine Serial: APU Make:

CUSTOMER INFORMATION

Purchase Order Number: **TO41162**

First Name: **Jeff** Phone: **(250) 877-0983**
Last Name: **Burden** Email: **jburdtrucking@hotmail.com**
Business Name: **Jburd Trucking Inc** Street Address: **4740 LAKE KETHLYN JUNCTION RD**
City: **SMITHERS** State: **BC** ZIP / Postal Code: **V0J2N2**

II. WARRANTY COVERAGE

Start date: **04/28/2022** End date: **04/28/2026**

Base Warranty: **Engine, Transmission, Rears & After Treatment** Value Pack: Lienholder Address: **3007-14TH STREET SW; SUITE 200**
Warranty Term: **48 Mo / 644,000 KM** Aux Power Unit: Lienholder City: **CALGARY**
Aftertreatment Assemblies: Lienholder Name: **ARUNDEL CAPITAL CORP** Lienholder State: **AB**
Critical Components Package: Lienholder Phone: **(403) 287-9597** Lienholder ZIP: **T2T 3V6**
Transmission and Rear Differential: Rapid Repair Guarantee Plus:
Rental Truck: **No** Roadside Assistance:
Comfort Package: **48 Months** Program Tier Levels: **Platinum, Platinum, Platinum, Platinum**

DEALER INFORMATION

Class 8 Mileage Capped at **1,609,000 Kilometres**

Dealer Name: **Arrow Truck Sales Canada Inc.** Dealer ID:
Dealer Sales Rep Name: **Jacobson Hodoh** Dealer Contact Number: **(905) 564-3411** Dealer Sales Rep e-mail: **jhodoh@arrowtruck.com**

Wade Bontrager (CEO):

Date: **04/27/2022**

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 National Truck Protection Mechanical Breakdown Limited Warranty Agreement that You have purchased to protect Your Vehicle. We will pay the Repairer for reasonable Costs to repair or replace the components as listed in Section III.C Schedule of 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. **"AGREEMENT PERIOD"** has the meaning set forth in Section III.B 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 labour 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 labour allowances derived from nationally recognized labour time. (subject to regional adjustment).
6. **"DECLINED COMPONENT"** means any component for which We offer optional coverage under Section II, which You did not select.
7. **"EFFECTIVE DATE"** means the effective date shown in Section II.
8. **"DEDUCTIBLE"** means the amount that You must pay for covered repairs per component as shown in Section II of this Agreement.
9. **"KILOMETRES"** means the actual kilometres Your Vehicle has traveled as recorded by an unaltered odometer or Electronic Control Module (ECM).
10. **"MILEAGE CAP"** means the Mileage Cap identified in Section II of this Agreement.
11. **"NON-COVERABLE COMPONENT"** means any component for which We do not offer coverage.
12. **"NON-COVERED COMPONENT"** means any component not covered by this Agreement. Non-Covered Components include both Declined Components and Non-Coverable Components.
13. **"OEM"** and **"Original Equipment Manufacturer"** mean the company who manufactured a component and whose label, model number and serial number are on the component.
14. **"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.
15. **"PROGRESSIVE DAMAGE"** refers to damage caused by the failure of one component (the **"PRIMARY FAILURE"**) which causes another component to fail (the **"SECONDARY FAILURE"**).
16. **"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.
17. **"VEHICLE"** means the covered vehicle described in Section I of the Agreement.
18. **"WE", "US", "OUR", "NATIONAL TRUCK PROTECTION"** and **"AUTHORIZED ADMINISTRATOR"** mean Canadian Truck Protection, ULC o/a National Truck Protection located at 1020 rue Bouvier, Suite 400, Québec, QC G2K 0K9; telephone number 1-800-950-3377.
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

A. DEFINITIONS

used in this Agreement.

1. "AGGREGATE" means the total 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 Association Breakdown Limited Warranty Agreement for the vehicle purchased to protect Your Vehicle. We will pay the Repair for reasonable parts and labor to repair the components as listed in Section III.C. Schedule of Covered Components due to a Breakdown of Your Vehicle 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. "AGREEMENT PERIOD" has the meaning set forth in Section III.F. 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 tear when the component is within manufacturer's tolerance or specifications. A component will be deemed failed upon We receive.
5. "COSTS" means the usual and fair charges for parts and labor necessary to repair or replace or cover components under this Agreement. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time (typical to regional adjustment).
6. "DEFINABLE COMPONENT" means any component for which We offer optional coverage under Section II. (What You did not select).
7. "EFFECTIVE DATE" means the effective date shown in Section II.
8. "REDUCTIBLE" means the amount that You must pay for covered repairs per component as shown in Section II of this Agreement.
9. "KILOMETERS" means the actual kilometers Your Vehicle has traveled as recorded by an unaltered odometer or Electronic Control Module (ECM).
10. "MILEAGE CAP" means the Mileage Cap defined in Section II of this Agreement.
11. "NON-COVERABLE COMPONENT" means any component for which We do not offer coverage.
12. "NON-COVERED COMPONENT" means any component not covered by this Agreement that Covered Components include both Definable Components and Non-Coverable Components.
13. "OEM" and "Original Equipment Manufacturer" mean the company who manufactured a component and who also bears the responsibility for the repair or replacement of the component.
14. "OTHER WARRANTY" means any warranty, OEM recall, campaign, franchise or dealer's other than this Agreement including manufacturer's warranty, dealer's warranty, road club or R.V. dealer's insurance.
15. "PROGRESSIVE DAMAGE" means the failure of one component (the "PRIMARY FAILURE") which causes another component to fail (the "SECONDARY FAILURE").
16. "REPAIRER" means a licensed dealer or repair facility with A+ or above Service Excellence (ASE) 2107 Red Seal or manufacturer's approved certification or any other repair facility the Authorized Administrator has approved to perform repairs on the Vehicle. A repairer must receive written authorization in advance from the Authorized Administrator prior to beginning repairs.
17. "VEHICLE" means the covered vehicle described in Section I of the Agreement.
18. "WE", "US", "OUR", "NATIONAL TRUCK PROTECTION", and "AUTHORIZED ADMINISTRATOR" mean Canadian Truck Protection, LLC of National Truck Protection located at 1020 the Boulevard, Suite 400, Oakville, ON L6H 6K9, telephone number 905-886-1077.
19. "WARRANTY" means the liability of a component to perform as intended located within the operating limits. It is not a contract or a result of a defective action of the manufacturer over time under normal and intended operating conditions. In order for a component to be considered a "Warranty", 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. **"WRAP"** allows for the OEM's remaining coverage to expire before Our coverage begins. OEM coverage may expire by time or Kilometres, in either case Our coverage begins at that moment and extends until expiration of the Agreement Period. You can only apply for coverage through the OEM while their coverage is in force. Denial of coverage by the OEM while their coverage is in force will result in denial of coverage by Us.
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 is based upon the time or Kilometres for which it is issued according to Your choice in Section II Warranty Coverage. The term of this Agreement ("Agreement Period") begins on the Effective Date and ends on the earlier of the time or Kilometres limit being reached. If the Wrap option is selected in Section II, the coverage for each covered component, other than APU, begins at the expiration of the OEM warranty on the component (or the Effective Date if there is no OEM warranty on the component) and expires at the end of the Agreement Period. Otherwise, the coverage term under this Agreement for each component begins on the Effective Date shown on Section I and expires at the end of the Agreement Period.

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 below. The Agreement will also terminate if the total Kilometres on the Vehicle reach the Mileage Cap, unless a waiver addendum has been secured before the Effective Date.

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.

* Breakdowns of Freightliner DD engines originating from the oil pump pick up tubing O-ring will only 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.

[illegible]

B. AGREEMENT PERIOD AND COVERAGE LIMITATIONS

(This Agreement will terminate if You sell your vehicle prior to the end of the Agreement Period unless You Agree to Amend it.)

C. COVERAGES AND COVERED COMPONENTS

ENGINE: A four-cylinder, four-valve, overhead cam engine with 1600 cc displacement. The engine is equipped with a carburetor, distributor, and timing belt. The engine is mounted on a cast-iron block and is driven by a belt from the crankshaft. The engine is equipped with a water pump, alternator, and power steering pump. The engine is equipped with a timing belt and a water pump. The engine is equipped with a carburetor, distributor, and timing belt. The engine is mounted on a cast-iron block and is driven by a belt from the crankshaft. The engine is equipped with a water pump, alternator, and power steering pump. The engine is equipped with a timing belt and a water pump.

[illegible]

2 to 8 sqm.

4. **AFTERTREATMENT ASSEMBLIES:** 6, 12- and 24-month terms have a \$10,500 CAD total Aggregate while 36- and 48-month terms have a \$16,000 CAD total Aggregate. All terms have the One Box system \$16,000 CAD 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:** 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:** 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:** \$8,000 CAD 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 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. 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 \$500 CAD limit of liability per covered occurrence and a limit of three (3) occurrences per Agreement Period.
9. **RAPID REPAIR GUARANTEE PLUS:** If selected under Section II: Covered claims should be promptly completed, once the following conditions are met:

- Comments: 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 \$1,000 CAD. If such repairs require longer than thirty (30) days beyond such time, You or the lienholder will be paid an additional \$1,000 CAD subject to a maximum benefit of \$2,000 CAD for the Agreement Period.

10. **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.

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 it has ever had a salvage title.
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 below 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. 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.
6. 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 Section III.C.
7. 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.
8. Your Vehicle if the odometer or ECM 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.
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. Your Vehicle if used for rental, limousine service, law enforcement, emergency service, security service or snow plowing (without prior written authorization from the Authorized Administrator).

12. 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.
13. OEM design issues or changes, Technical Service Bulletins, OEM recalls or OEM upgrades.
14. A non-Canada, non-U.S. specification vehicle.
15. Any claim that was not authorized in advance by Authorized Administrator.
16. 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-Covered component, Progressive Damage to any covered component will be covered up to the covered component's limits of liability.

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, APU and Comfort Package have a \$200 CAD Deductible, Aftertreatment is a \$700 CAD deductible. All deductibles are per occurrence. "Exclusions and Limitations (Items Not Covered)".

D. LIMITS OF LIABILITY

NTP's maximum liability to You for any reason and upon any cause of action for direct damages shall be no greater than the current market value of the Vehicle. This limit applies to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. In the event that a covered repair exceeds or approximates the Vehicle's current market value, NTP may elect to purchase (take title and possession of) the Vehicle from you for the Vehicle's current market value. If NTP elects to purchase the Vehicle from You at current market value rather than proceed with repairs, this Service Contract will be terminated and no coverage will be provided for the 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

Unless required maintenance is performed according to these requirements, We have the right to deny coverage. Documented and verifiable proof that maintenance requirements were performed will be required prior to any written authorization for repairs. Maintenance Requirements begin on the Effective Date and continue until all component coverages expire. Your Vehicle Identification Number (VIN), the mileage, time of service and date of service must appear on these receipts. You must have services completed by a licensed and qualified service facility. You must keep receipts and work orders that verify that the recommended OEM maintenance and the following are performed as follows:

1. Transmission and Differential fluids must be replaced at least twelve (12) months or 160,934 Kilometres (100,000 miles) (whichever occurs first) from the Effective Date in order to keep these coverages in effect.
2. The engine oil and filters must be replaced; OEM maintenance specs must be followed.

13. A breakdown or the increased damage caused by the continued operation of an engine or vehicle. If initial damage can be determined to be a covered component, an estimate of damages will be determined by the Administrator and any coverage will be limited to those repairs.
14. A non-Covered non-USA specification vehicle.
15. Any claim that was not authorized in advance by Authorized Administration.
16. Ship materials, hazardous waste disposal charges, freight charges, miscellaneous charges, or any Environment and Climate Change Canada or US EPA charges.
17. OEM design issues or changes, Technical Service Bulletins (TSBs), recalls, or OEM upgrades.
18. A breakdown or the increased damage caused by the continued operation of an engine or vehicle. If initial damage can be determined to be a covered component, an estimate of damages will be determined by the Administrator and any coverage will be limited to those repairs.

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 limit of liability. If coverage was purchased for both the Primary Failure and Secondary Failure, then the limit of liability for both the Primary Failure and Secondary Failure will apply. If the Primary Failure is to a Non-Covered component, Progressive Damage to any covered component will be covered up to the covered component's limit of liability.

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 that parts pricing during each repair visit. Such failures as are set forth in their entirety in Section III.C. and initial maintenance items not covered items, including but not limited to those set forth in Section IV.A. and IV.B. are deductible. All deductibles are per occurrence. Exclusions and Limitations (Items Not Covered): 2500 CAD in deductible. All deductibles are per occurrence. Exclusions and Limitations (Items Not Covered):

D. LIMITS OF LIABILITY

NTP's maximum liability to You for any reason and upon any cause of action for direct damages shall be no greater than the current market value of the Vehicle. This limit applies to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligent, strict liability, misrepresentation, and other torts. In the event that a covered repair exceeds or approximates the Vehicle's current market value, NTP may elect to purchase the Vehicle from You at current market value rather than proceed with repairs. If NTP elects to purchase the Vehicle from You at current market value, no coverage will be provided for the 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'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 dealer or vehicle purchasers. Vehicle dealers and vehicle purchasers are responsible for all legal and regulatory tax and insurance compliance.

E. MAINTENANCE REQUIREMENTS

Unless required maintenance is performed according to these requirements, we have the right to deny coverage. Documented and verified that maintenance requirements were performed and will be required prior to any action. Authorization for repairs, maintenance Repairs, repairs begin on the Effective Date and continue until a component covered expires. Your vehicle Identification Number (VIN), the latest time of service and date of service must appear on these records. You must have services completed by a licensed and qualified repair facility. You must keep records and work orders that verify that the recommended OEM maintenance and the follow-up are performed as follows:

1. The engine oil and filter must be replaced, OEM maintenance specifications must be followed.
2. Transmission and Differential fluids must be replaced at least twice (15 months or 150,000 Kilometers/100,000 miles) (whichever occurs first) from the Effective Date in order to keep these covered in effect.

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 \$500 CAD administration fee. A refund is not available if any claim is pending or has been paid.

6. The laws of the province where the contract was written will govern the cancellation. If no provincial 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 in this Agreement referring to money are expressed in Canadian Dollars.

L. INSURANCE POLICY STATEMENT

This is not an insurance policy. This Agreement is secured by a contractual liability policy (or a surety bond in Quebec) provided by Continental Casualty 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. Obtain written authorization from the Authorized Administrator prior to beginning any covered repairs.
2. Use all means to protect Your Vehicle from further damage.
3. If You experience a Breakdown, immediately call 1-800-950-3377– 24 hours a day.
4. You as the Customer must notify the Repairer that Your Vehicle carries a National Truck Protection warranty at time of arrival to Repairer. The Repairer is required to contact the Authorized Administrator at 1-800-950-3377 immediately!
5. Furnish the Authorized Administrator with all such information as We shall require and, in all instances, provide proof of Your Vehicle's regular maintenance as required in Section IV.E of this Agreement. Upon request by the Authorized Administrator, the Customer must forward all required documentation within three (3) business days from the day of request. If the Customer fails to provide any requested documents within this time period, the Authorized Administrator may deny the Customer's claim.
6. Upon report of a claim by the Customer, the Customer and/or Repairer must contact/follow-up with the Authorized Administrator within five (5) business days prior to beginning any repair work. If neither the Customer nor the Repairer contacts the Authorized Administrator within this time period, the Authorized Administrator may deny the Customer's claim.
7. Allow the Authorized Administrator to examine Your Vehicle if We ask to do so.
8. A claim must be filed within ten (10) calendar days of component failure with the Authorized Administrator at 1-800-950-3377.
9. 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.
10. Claims are to be paid directly to the Repairer only, after repairs are completed.

As a result of a new judicial approach, prisoners are no longer considered to be entitled to a right to a fair trial. In the judgment of the ECtHR in 2009, a state is not obliged to provide legal aid to prisoners. A prisoner who is not provided with legal aid is not considered to be in a position to exercise his or her right to a fair trial.

6. If at any time the contract is terminated, the contractor shall be responsible for the cost of the contract. The contractor shall be responsible for the cost of the contract. The contractor shall be responsible for the cost of the contract.

1. ALTERNATIVE FUEL AND OIL CHANGE EXTENSION SYSTEMS ACCEPTANCE

[illegible]

REFERENCE

and all other rights in the above-named patent are expressed to be assigned to the undersigned.

THE METROPOLITAN LIFE INSURANCE CO.

It is not a sound policy. This Agreement is secured by a continuous liability policy (to be held in Quebec) provided by a financial guaranty company.

IN A FURTHER EFFORT TO

[illegible]

YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN

6. Why are you doing it? (How's all of

Other ways to get a good price on a car include shopping around, negotiating with the dealer, and buying a used car.

Use all means to protect You. A single drop can change the course of your life.

Yeni bir ürünle 08-5558-9090-1 ile iletişime geçebilirsiniz. 08-5558-9090-1

[illegible]

Authorized Agent may deny the Customer's request for information or documents if the information or documents are:

1. Requested by the Authorized Agent without the Customer's request; or
2. Requested by the Authorized Agent without the Customer's request, and the information or documents are:

B. Upon receipt of a claim by the Customer under the Contract and/or Confidentiality Agreement with the Authorized Administrator will file (7) and/or cease days prior to beginning any repair or replacement work. The Authorized Administrator will file (7) and/or cease days prior to beginning any repair or replacement work. The Authorized Administrator will file (7) and/or cease days prior to beginning any repair or replacement work.

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11. Customer service hours are 8:30 am to 5:00 pm (Eastern Time) Monday through Friday and We can be reached at 1-800-950-3377, claims assistance 24/7.

VI. ENGLISH LANGUAGE

This Agreement and any related documents, including notices, are drawn up in English at the parties' request. Ce Contrat et tous documents qui s'y rattachent, y compris tout avis, sont rédigés en anglais à la demande des parties.

VII. ENTIRE AGREEMENT:

This document, together with its addendums, contains the entire nine (9) page 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 purchases this Agreement voluntarily and understands that this warranty is not required in order to obtain financing for the listed Vehicle.

It is important that You read and understand Your rights and responsibilities as outlined in this nine (9) page Agreement including the accompanying Summary of Customer Responsibilities. This warranty does not cover any claim that did not receive prior written authorization by the Authorized Administrator.



SUMMARY OF CUSTOMER RESPONSIBILITIES

(See the entire Mechanical Breakdown Limited Warranty Agreement for complete terms and conditions and Key Terms used)

MAINTENANCE REQUIREMENTS:

You must have services completed by a licensed and qualified service facility. You must keep receipts and work orders that verify that the recommended OEM maintenance and the following are performed as follows:

- A. Transmission and Differential fluids must be replaced at least twelve (12) months or 160,934 Kilometres (100,000 miles) (whichever occurs first) from the Effective Date in order to keep these coverages in effect.
- B. The engine oil and filters must be replaced; OEM maintenance specs must be followed.
- C. Diesel particulate filters (DPFs), exhaust gas recirculation (EGR) valves aftertreatment assemblies and auxiliary power units (APUs) must be maintained to OEM specifications in order to validate any claim for these components.
- D. You must keep receipts and work order that verify the services performed. Hand written logs or receipts that cannot be verified by the service facility are not acceptable.
- E. If Your Vehicle is to be fleet maintained, the Authorized Administrator must be notified and must approve the service facility prior to performing such maintenance.

*IF YOU HAVE A BREAKDOWN:

- 1. **Call National Truck Protection Claims Department at 1-800-950-3377 immediately** – this phone number is monitored 24 hours a day/ 7 days a week.
- 2. Follow instructions given by the claims adjuster which includes to discontinue operation of the Vehicle immediately –your claim may be denied if You continue to operate the Vehicle once a claim call has been initiated. You will be reimbursed for Your towing expense if You acquired the National Truck Protection Towing Benefit (in accordance with the benefits specified in the Agreement) and meet the associated qualifications of an approved claim.
- 3. Authorize your chosen Repairer to diagnose the Breakdown. If the claim is not validated by Our claims department, for whatever reason, You will be responsible for diagnostics and repairs.
- 4. **You as the customer must notify the Repairer (of your choice) that Your Vehicle carries a National Truck Protection warranty at time of arrival to the Repairer.**
- 5. Claims are paid to the Repairer and only upon completion of authorized repairs. No Customer reimbursement will be made.
- 6. **The Agreement does not cover any claim that did not receive prior written authorization by National Truck Protection.**

You are required to obtain written authorization from Us prior to beginning any repairs covered by this Agreement.

SUMMARY OF CUSTOMER RESPONSIBILITIES

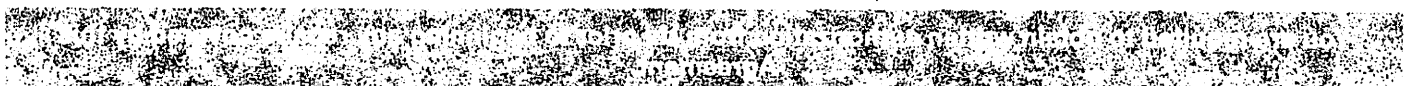
When the vehicle is taken to a Breakdown Truck Warranty Agreement for repair, the customer must follow the following instructions and keep the vehicle safe.

MAIN REQUIREMENTS:

1. The vehicle must be taken to a Breakdown Truck Warranty Agreement for repair. The customer must follow the following instructions and keep the vehicle safe.
2. The customer must follow the following instructions and keep the vehicle safe.
3. The customer must follow the following instructions and keep the vehicle safe.
4. The customer must follow the following instructions and keep the vehicle safe.
5. The customer must follow the following instructions and keep the vehicle safe.
6. The customer must follow the following instructions and keep the vehicle safe.
7. The customer must follow the following instructions and keep the vehicle safe.
8. The customer must follow the following instructions and keep the vehicle safe.
9. The customer must follow the following instructions and keep the vehicle safe.
10. The customer must follow the following instructions and keep the vehicle safe.

IF YOU HAVE A BREAKDOWN:

1. Call National Truck Protection Claims Department at 1-800-850-8077 immediately - 24 hours a day, 7 days a week.
2. Follow the instructions of the Breakdown Truck Warranty Agreement. The customer must follow the following instructions and keep the vehicle safe.
3. The customer must follow the following instructions and keep the vehicle safe.
4. The customer must follow the following instructions and keep the vehicle safe.
5. The customer must follow the following instructions and keep the vehicle safe.
6. The customer must follow the following instructions and keep the vehicle safe.
7. The customer must follow the following instructions and keep the vehicle safe.
8. The customer must follow the following instructions and keep the vehicle safe.
9. The customer must follow the following instructions and keep the vehicle safe.
10. The customer must follow the following instructions and keep the vehicle safe.



3. Diesel particulate filters (DPFs), exhaust gas recirculation (EGR) valves aftertreatment assemblies and auxiliary power units (APUs) must be maintained to OEM specifications in order to validate any claim for these components.
4. You must keep receipts and work order that verify the services performed. Hand written logs or receipts that cannot be verified by the service facility are not acceptable.
5. If Your Vehicle is to be fleet maintained, the Authorized Administrator must be notified and must approve the service facility prior to performing such maintenance.

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 Province in which the Selling Dealer resides and the federal laws of Canada applicable therein without regard to the principles of conflict of laws thereof. In the event of any kind of disagreement between You and Us concerning Your coverage under this Agreement or concerning the Costs of repairs, 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 New York, NY USA 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 New York, NY USA.

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 \$500 CAD 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, 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 cheque. An odometer statement showing the Kilometres at the date of request will be required. If We are to supply a refund cheque to the lienholder as described herein, the refund cheque shall be in an amount equal to the pro rata

APU must be installed in OEM specification or later or validated for use in this application. APU must be installed in OEM specification or later or validated for use in this application.

You must keep records and will need them every time you receive payment from a client. If you are not keeping records, you may not be able to prove your income.

conspirators have prime had or some other motives

3. IF YOU HAVE OTHER COVERAGE

[illegible]

6. YOUR ASSISTANCE AND COOPERATION

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H. ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION

[illegible]

CHARGES

HOW THIS AGREEMENT IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND

The agreement is between the registered owner of the Vehicle as described in Section 1 and the effective date and be and cannot be transferred or assigned to the next owner of the Vehicle, location or any other person or entity without the written consent of the Washington Administration. We allow a transfer if there will be a transfer fee of \$300 CAD. applied and we will also require an oil change and a vehicle inspection.

The Party cannot be held responsible for the consequences of the Party's actions or for the consequences of the Party's inaction.

[illegible]

4. In the event You elect to cancel this Agreement, no refund of the purchase price of content shall be available to You.

older they have been shown to have a 1.5- to 2-fold increase in the risk of developing anti-hepatitis virus antibodies [11]. If not treated in infancy, neonatal hepatitis may lead to cirrhosis (CH) and chronic hepatitis (CH) or even later to hepatocarcinoma. A completely healthy child may become ill due to hepatitis with the following signs: yellowing of the skin and eyes (jaundice), enlarged liver and spleen, and dark urine. In the absence of any other signs, the diagnosis of hepatitis is usually made by the presence of elevated levels of liver enzymes (ALT and AST) in the blood. The most common cause of hepatitis in children is viral infection. The most common viruses are hepatitis A virus (HAV), hepatitis B virus (HBV), hepatitis C virus (HCV), and hepatitis E virus (HEV). HAV is the most common cause of acute hepatitis in children and is usually transmitted by the fecal-oral route. HBV is the most common cause of chronic hepatitis in children and is usually transmitted by blood or blood products. HCV is the most common cause of chronic hepatitis in children and is usually transmitted by blood or blood products. HEV is the most common cause of acute hepatitis in children and is usually transmitted by the fecal-oral route. Other causes of hepatitis in children include drugs, alcohol, and autoimmune disease. The diagnosis of hepatitis is usually made by the presence of elevated levels of liver enzymes (ALT and AST) in the blood. The most common cause of hepatitis in children is viral infection. The most common viruses are hepatitis A virus (HAV), hepatitis B virus (HBV), hepatitis C virus (HCV), and hepatitis E virus (HEV). HAV is the most common cause of acute hepatitis in children and is usually transmitted by the fecal-oral route. HBV is the most common cause of chronic hepatitis in children and is usually transmitted by blood or blood products. HCV is the most common cause of chronic hepatitis in children and is usually transmitted by blood or blood products. HEV is the most common cause of acute hepatitis in children and is usually transmitted by the fecal-oral route. Other causes of hepatitis in children include drugs, alcohol, and autoimmune disease.