

SECTION 6 – TERMS AND CONDITIONS

1. This is a product warranty and is not insurance. It is not subject to state insurance laws but it is subject to state law concerning warranties. There are no warranties which extend beyond the description herein. We are not liable or responsible for any incidental, consequential, commercial, or exemplary losses or damages. Some states do not allow limitations on implied warranties or the exclusion of incidental or consequential damages, so the above limitations may not apply to You. This Limited Warranty gives you specific legal rights but You may also have other rights that vary from state to state. Please see Section 12, "Special State Disclosures" for any provisions which apply to the state in which the Dura Lube product was sold.
2. **TERM AND TERMINATION** - Your eligibility for benefits under this Limited Warranty begins on the **Effective Date** and at the **Effective Odometer Reading** and expires on the **Expiration Date** or at the **Expiration Odometer Reading**, whichever occurs first. This Limited Warranty is effective only when the Dura Lube product and insulating washers have been installed in the vehicle. If You do not receive the Dura Lube product within thirty (30) days of the purchase date, please contact the **Administrator**.
3. **MECHANICAL BREAKDOWN REPAIRS, TOWING, and RENTAL:** We will reimburse You or pay the repair facility for the cost of repair and/or replacement of any **Covered Part** which experiences a **Breakdown** during the term of this Limited Warranty. In the event of the **Breakdown** of a **Covered Part**, You shall be eligible for actual rental car expenses incurred (maximum of \$100.00 per **Breakdown** occurrence) and actual towing costs (maximum \$50 per occurrence). This Limited Warranty applies only to the **Breakdown** of a **Covered Part**, which occurs after the **Effective Date** of this Limited Warranty and only to the **Breakdown** of a **Covered Part** occurring in the United States, its territories and possessions, or Canada. Replacement of parts may be made with parts which are of a like kind and quality comparable with the original design specifications and wear tolerances of your vehicle and which may be used, non-OEM or remanufactured.
4. **LIMITS OF LIABILITY:** The aggregate maximum amount payable under this Limited Warranty for parts repair and/or replacement of each component group is four thousand dollars (\$4,000) for the engine, two thousand-five hundred dollars (\$2,500) for the transmission, one thousand dollars (\$1,000) for the differential, one thousand dollars (\$1,000) for the transfer case, eight hundred dollars (\$800.00) for the heating & air conditioning, and five hundred dollars (\$500.00) for the electrical. Total benefits payable under this product warranty cannot exceed the average retail value of the vehicle at the time of the claim (as determined by the current National Automobile Dealer Association valuation guide for your area). Once the limits of liability have been reached, this Limited Warranty shall become void and You will not be eligible for future benefits.
5. **TRANSFER:** This Limited Warranty may be transferred if the vehicle is sold to a new owner other than an automobile dealer. In order to effect transfer, You must provide Us with copies of all maintenance records, a copy of the bill of sale (clearly identifying the new owner's name and address) and a transfer fee of two hundred dollars (\$200.00) within fifteen (15) days of the vehicle sale.
6. **ARBITRATION:** Any controversy or claim arising out of or relating to this limited warranty or the breach thereof will be settled by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association. The parties specifically agree to the binding nature of the arbitration. Any arbitration subject to this paragraph shall be before a single impartial arbitrator who shall have no less than ten (10) years experience in the manufacturing of automotive products unless otherwise mutually agreed to by the parties. If no arbitrator is agreed to within ten (10) days of demand for arbitration, either party may petition a court for appointment of a qualified arbitrator whose qualifications are consistent with the requirements of this paragraph. Each party to the arbitration shall pay its own expense. Arbitration service fees and arbitrator fees shall be paid equally by each party, unless the arbitrator rules otherwise. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction. The initiation or participation by any party in any judicial proceeding shall not be deemed a waiver of the right to enforce this arbitration provision and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as reason to delay, to refuse to participate in, or refuse to enforce this arbitration provision. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration provision, and the arbitrator shall have sole authority to award such fees and costs.
7. **REFUNDS & VOIDS:** The paid purchase price of the Dura Lube Plus product is fully refundable within thirty (30) days of the product delivery date. In order to receive a refund, You must return the unused Dura Lube Plus product and this Limited Warranty to the Seller, postmarked within thirty (30) days of the delivery date. The purchase price of the Dura Lube Plus product is non-refundable after thirty (30) days of the delivery date or if the Dura Lube Plus product has been installed in the vehicle. If the purchase price of the Dura Lube Plus product was financed, then the product purchase price shall be refundable in the event of a verifiable repossession or an insurance total loss. In such a case, the refund shall be prorated based on the greater of the number of elapsed months or miles from the Effective Date, less a seventy five dollar (\$75.00) cancellation fee and less the cost of any claims or vehicle inspection costs. We reserve the right to void this Limited Warranty upon the discovery of fraud or misrepresentation of a material fact by you or Your representative. If You fail to make full payments according to the specific pay plan (if applicable) for the Dura Lube Plus product, this Limited Warranty shall become null and void and We shall be relieved from any responsibility under this Limited Warranty. The Lienholder will be named on any refund check as its interests may appear.

SECTION 7 – MAINTENANCE REQUIREMENTS

In order to qualify for coverage under this Limited Warranty, You must meet the following requirements:

1. You must install the Dura Lube Plus product in the vehicle's oiling system and Insulating Washers on the battery terminals within thirty (30) days of receipt of the Dura Lube Plus product. Insulating Washers must be replaced if the battery and/or cables are replaced. Contact DuralubePlus@dimtpa.com for supplies.
2. You must have the engine oil and oil filter in the engine replaced by a commercial service facility within thirty days (30) of the **Effective Date** of this Limited Warranty.
3. After the initial engine oil and oil filter replacement referenced in (2) above, You must have the engine oil and oil filter changed by a commercial service facility every six (6) months or six thousand (6,000) miles, whichever occurs first, while this Limited Warranty is in force.
4. In the event of a claim, You will be required to provide Us with proper documentation (including verifiable receipts) evidencing that the required engine oil and oil filter changes were performed within one thousand five hundred (1,500) miles or two (2) months of the required intervals.
5. In addition to the maintenance requirements outlined above, You must perform any other maintenance services recommended by the vehicle manufacturer for the **Covered Parts** as outlined in the vehicle owners manual.

SECTION 8 – EXCLUSIONS

This Limited Warranty does not apply to:

- The **Breakdown** of a **Covered Part** which occurs prior to the **Effective Date** and **Effective Odometer Reading** or after the **Expiration Date** and **Expiration Odometer Reading**.
- The **Breakdown** of a **Covered Part** caused by the failure of non-covered parts including but not limited to: levers; controls; linkage; cables; radiator; coolers; rubber mounts; external oil lines; viscous couplings; drive axles; or internal and/or external electronic components.
- Thermostats; blown head gaskets; cracked heads or block (unless damaged by the failure of an internally lubricated part); fluid leaks; leaking seals or gaskets; leaking lines or hoses; or damage caused by overheating.

- Incidental or consequential expense(s) such as loss of time or use, inconvenience, commercial loss, personal injury or property damage.
- Loss, damage, or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal act committed by **You**, **Your** employee or agent, or occurring due to confiscation or repossession.
- The **Breakdown** of a **Covered Part** caused by negligence, misuse, or improper servicing of the vehicle.
- A gradual reduction in operating performance (i.e. normal wear and tear) including but not limited to oil consumption and the repair or replacement of guides, valves, rings, transmission clutch pack, discs and bands is not covered.
- Failure caused by the lack of proper and necessary amounts of coolants or lubricants or caused by sludge buildup, contaminant(s), or foreign object(s).
- Failure that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense.
- A replacement part not supplied by the vehicle manufacturer, unless it is of a kind and quality compatible with the design specifications and wear tolerances of the vehicle's manufacturer, or to a replacement part which was not repaired or replaced by a licensed mechanic.
- Damage caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, theft or larceny, vandalism, water, water contamination, windstorm and other external forces or events.
- The **Breakdown** of a **Covered Part** if any part of the odometer is inoperative or has been tampered with or has been disconnected subsequent to the **Effective Date** of this Limited Warranty.
- Damage caused by **Your** failure to take or cause to be taken, reasonable precautions to prevent damage when an apparent problem exists (e.g. change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, etc.).
- Fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
- Vehicles with modifications or alterations to the powertrain or exhaust system not approved by the vehicle manufacturer or vehicles with modifications or alterations to the suspension (including tire or wheel sizes or offsets).
- Vehicles used for heavy duty commercial purposes including but not limited to: construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, any type of emergency vehicle or a vehicle used for competitive or off road racing.
- Vehicles used for towing or used in excess of the vehicle's load capacity.

SECTION 9 – CLAIM PROCEDURE

NO REPAIRS OR PAYMENT SHALL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR

1. In the event of the **Breakdown** of a **Covered Part**, **You** must take the vehicle to a repair facility and give the service advisor a copy of this Limited Warranty.
2. **You** or the service advisor must call the **Administrator** at **866-994-7059** to open a warranty claim file prior to the commencement of any repairs. **YOU MUST HAVE EVIDENCE OF HAVING MET THE MAINTENANCE REQUIREMENTS SET FORTH IN SECTION 4, "MAINTENANCE REQUIREMENTS" TO BE ENTITLED TO REIMBURSEMENT FOR THE REPAIR OF A COVERED PART.** The **Administrator** will not authorize payments to **You** or the repair facility until **Your** maintenance records have been received and accepted. Payment for repair is subject to receipt of copies of the dated and itemized repair order, and, if applicable, and copies of commercial car rental receipts. All maintenance and repair documents must be on standard repair orders from a licensed automobile repair facility, and must include the VIN number, date and mileage at time of service.
3. **You** must authorize any charge(s) necessary to determine the cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute the **Breakdown** of a **Covered Part** or is otherwise not eligible for repair under this Limited Warranty, then **You** must pay for all diagnostic, tear down and repair charges.
4. We reserve the right to specify that replacement of a **Covered Part** be made with a part which are of like kind a quality comparable with the original design specifications and wear tolerances of **Your** vehicle and which may be used or remanufactured.

SECTION 10 – EMERGENCY ROADSIDE ASSISTANCE

Emergency roadside assistance is available to you beginning on the Effective Date and ending at the Limited Warranty Expiration. If you are in need of non-accident related emergency roadside assistance as listed below, You must call **(866) 994-4667**. Only service requests provided through this number will be honored. Emergency roadside assistance services are not available in areas where state providers are exclusively utilized. The maximum amount of benefits payable is one hundred dollars (\$100.00) and total benefit throughout the term of this warranty is five hundred dollars (\$500). If the cost of service rendered exceeds one hundred dollars (\$100.00), then you will be required to pay the difference at the time of service. The following benefits are available 24 hours a day, 365 days a year, anywhere in the United States and Canada. Towing is not included in this benefit.

- ◆ **Jump Starts**
- ◆ **Flat Tire Changes** - utilizing your vehicle's inflated spare.
- ◆ **Fluid Delivery** - the cost of fluids is not covered and must be paid by you when service is rendered.
- ◆ **Lockout Service** - cost of key cutting/replacement is not covered and must be paid by you when service is rendered.
- ◆ **Concierge/Navigational Assistance** – includes courtesy assistance and emergency phone call support to relatives, police, etc.

SECTION 11 – CUSTOMER ACKNOWLEDGEMENT

By **Your** signature below you acknowledge you have read this entire Limited Warranty and that you understand the terms, conditions and exclusions governing coverage hereunder.

Purchaser Signature: _____ Date: _____

SECTION 12 - SPECIAL STATE DISCLOSURES

The following Special State Requirements and/or Disclosures apply if Dura Lube was purchased in one of the following states and supersede any other provision herein to the contrary:

TEXAS

1. **Our** obligations under this Limited Warranty are insured under a reimbursement insurance policy issued to **Us** by General Fidelity Insurance Company. Upon **Our** failure to pay any covered claim within sixty (60) days after submission of complete proof-of-loss documents, **You** may make a direct claim with General Fidelity Insurance Company, 201 N. Tryon Street, Mail Code NC1-022-05-01, Charlotte, NC 28255, 1-866-373-5939.
2. Unresolved complaints concerning the warrantor or questions concerning the regulation of warrantors may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 800-803-9204, 512-463-6599.

WASHINGTON

In the event arbitration becomes necessary, arbitration shall take place at a location which is in close proximity to **Your** permanent residence.