

VEHICLE SERVICE CONTRACT

You must contact the Administrator at (252) 403-0440 for approval before performing any covered repairs.

All covered repairs must be done through an approved repair facility. In the event of a breakdown, and You are within a 50-mile radius of the Selling Dealer, You must return Your Vehicle to them for service. If Your Vehicle is not drivable or is located further than 50-miles from the Selling Dealer, contact the Administrator for additional instructions in getting Your Vehicle in for repair.

The Administrator may provide towing assistance as an additional benefit of this contract. Call (919) 810-3451 for towing assistance. Towing assistance is limited to 30 miles from the Selling Dealer. Towing over 30 miles may result in an additional charge. Towing may not be available after hours.

CONTRACT INFORMATION

Vehicle Buyer – Contract Holder First M.I. Last

Your Telephone Number

Address

City

State

Zip

Vehicle Identification Number (VIN)

Make

Model

Model Year

Used

Purchase Date

Mileage

Vehicle Purchase Price

Finance Source/Lien Holder

Stock #

Dealer Reference #

Sale Source

In-Service Date

VSC Contract Price

Selling Dealership

Selling Dealership Address

Issuing Salesman

COVERAGE PLAN FOR USED VEHICLES

☐ **Standard Plan**

PLEASE NOTE: certain coverages are not available for higher mileage vehicles – please check availability

COVERAGE TERM

☐ **12 Months or 20,000 Miles**

This Agreement expires by time from the purchase date or total mileage measured from odometer reading on the purchase date, whichever occurs first:

Contract Holder's Acknowledgement Initial _____

Deductible (per occurrence)

☐ **\$250**

Contract Holder's Acknowledgement Initial _____

This Vehicle Service Contract ("Contract") is not an insurance policy. The Obligor, the Selling Dealer, is the party legally obligated to perform under this Contract. The Obligor is responsible for the Administration of this Contract and for providing coverage and benefits as described herein.

Routine and Preventative Maintenance: You are required to perform and document all routine and preventative maintenance recommended by the vehicle's manufacturer. Parts: Replacement of covered components may be made with parts of like, kind or quality and may be new, re-manufactured, rebuilt, exchanged or serviceable used. Labor: Labor charges shall be based on All Data Labor Guide and hourly rates shall be within accepted industry and area standards. Deductible: You shall pay a deductible per covered repair occurrence. All deductibles must be paid prior to You picking up Your Vehicle from the repair facility. Rental Car Coverage: In the event that a covered repair requires repair facility labor in excess of eight hours we will provide a rental car from A-1 Auto Rental free of charge. All rentals must come from A-1 Auto Rental. All rentals are due back within 24 hours of covered repair being completed. \$50 per day will be due for any rentals not returned within required timeline. All terms and conditions required by A-1 Auto Rental must be met by You. Delays resulting from parts unavailability, recalls, dealer shipping constraints, repair facility schedules, or other unforeseen factors do not qualify for rental car reimbursement. Limits of Liability: Selling Dealer's obligations to perform under this contract cease when the cumulative benefits paid or payable exceed \$6,000. Selling Dealer's obligations to perform a repair of any one covered component or Breakdown under this contract cease when the benefits paid or payable exceed \$3,600.

FAILURE TO FOLLOW THE MANUFACTURERS' RECOMMENDATIONS FOR SERVICING WILL RESULT IN THE DENIAL OF A REPAIR CLAIM. THIS INCLUDES BUT IS NOT LIMITED TO OIL CHANGES.

If you should have any questions or encounter any problems, please call the Administrator.

Certification: I have been explained the various coverage provisions. I understand that I have maintenance responsibilities to have the coverage continue. I also understand that a repair facility or I must contact the Administrator and have any and all repairs approved. I have reviewed the selected coverage and have acknowledged my agreement. I have named the lien holder identified above as an additional payee in the event of contract cancellation. I confirm that the above information is true and correct.

Contract Holder's Signature: _____

Date: _____

Dealership Representative Signature: _____

Date: _____

Claims Administrator - AutoMax

Phone: (252) 403-0440 Email: claims@automax.net

AutoMax (Henderson) - 519 N Garnett St., Henderson, NC 27536

AutoMax (Wilson) - 4711 Nash St. North, Wilson, NC 27896

AutoMax (Youngsville) - 512 U.S. Route 1, Youngsville, NC 27596

COVERAGES

STANDARD PLAN: This Contract covers repairs to the following parts which, in normal use, fail to work as they are intended ("Breakdown"):

Axle assembly components (front and rear axles only): internal lubricated components within the drive axle housing including: bearings, carrier assembly, gears, thrust washers, shafts and spacers. Drive axle housing, but only if damaged as a direct result of a Covered drive axle assembly component. In addition, the following external drive axle parts: axle shafts, center support, bearing and mount, CV boots, CV joints, drive shaft, flex discs and viscous coupling. **Engine components:** All internal lubricated components including: camshaft and bearings, connecting rods and bearings, crankshaft and bearings, main bearings, lifters, oil pump, oil pump gears and shaft, pistons and rings, push rods, rocker arms, rocker arm shafts and pivots, timing chain and guides, timing gears, timing belt and tensioner, valves, valve lash adjusters, valve seats, springs and guides, timing and valve covers, variable valve timing parts and wrist pins. Rotary engine components including apex seal, bearings, eccentric shaft and rotor, cylinder head, engine block and rotor housing but only if damaged as a direct result of a Breakdown of a Covered engine component. In addition, the following external engine parts: crankshaft pulley, EGR valve, engine oil reservoir and pump, flex plate, flywheel, harmonic balancer, intake manifold, intake valves, exhaust manifold and gasket, exhaust valves, oil pan, pulleys, ring gear, thermostat, PCM, catalytic converter, vacuum pump, engine mount, cylinder block and heads. **EVAP System:** Purge valve, charcoal canister, EVAP canister, fuel tank pressure sensor, canister vent solenoids. **Hybrid/EV Components:** Actuator assembly shift control; electric motor/generator(s) and all internal components; hybrid control module; hybrid control relays; hybrid vehicle transaxle assembly; power split device and all internal components; reduction/reducer box and all internal components; transmission Input damper assembly. **Transmission (automatic) components:** All internal lubricated components including: bands, bearings, carrier, steel drums, gears, governor, hubs, pump and housing, servos, shafts and valve body. Transmission case, only if damaged as a direct result of a Breakdown of a Covered transmission component. In addition, the following external transmission parts: torque converter, lock-up converter, vacuum modulator, transfer case control module, Engine Control Unit (ECU), Transmission Control Unit (TCU), friction and steel clutch plates, transmission mounts. **Transmission (manual) and transfer case components:** All internal lubricated components including: bearings, bushings, gears, hubs, shafts, shift rails and forks, synchronizers and drums, main drive gear and main shaft, overdrive housing, clutch components, release bearing. Transmission and transfer case, but only if damaged as a direct result of a Breakdown of a covered transmission or transfer case component. In addition, seals and gaskets are only covered when required for a covered repair. **Factory Installed A/C:** Accumulator, dryer/receiver, blower motor and fan, compressor, compressor clutch and bearing, pulley assembly, condenser, evaporator, orifice tube, expansion valve, high/low cut-off switch, pressure cycling switch, idler pulley and bearings, air doors and actuators, electronic climate control head. **Brakes:** All internal lubricated parts, master cylinder, vacuum brake booster, disc brake calipers and wheel cylinders, steel brake lines and hoses, pressure differential switch, parking brake control pedal and lever, backing plates. **Steering components:** Power steering pump, rack and pinion, steering gear box, idler arm and bushings, pitman arm, power steering pump pulley, mounting brackets and reservoir, tie rods, steering shaft pivot joint, center link, drag link and bushings, main and intermediate shaft. **Suspension components:** Upper and lower control arms and ball joints, leaf and coil springs, struts, wheel bearings and spindles, control arm bushings and shafts, stabilizer bar links and bushings, rigid beam axle, steering knuckles, strut bars and bushings, air suspension compressor, spindle supports, torsion bars, mounts and bushings, control module/processor. **Turbo System:** Turbo assembly, waste gate, waste gate actuator, boost pressure sensor. **Fuel System components:** Injectors, metering valve and pressure regulator, lines and fittings, fuel gauge and sending unit, fuel tank, fuel pump. **Cooling components:** Radiator, water pump, thermostat, electric radiator, fan motor and clutch, coolant recovery container, coolant temperature sensor, heater core. **Electrical system components:** Alternator, alternator bracket and pulley, cruise control, electronic ignition module, engine control module (ECM), horn, idle air control motor and valve (IAC), ignition coil, ignition coil pack and distributor, instrument cluster, knock sensors, manifold absolute pressure (MAP) sensors, mass air flow sensor, neutral safety switch, oxygen sensor-upstream and downstream, power lock actuators and switches, power window motors and switches, starter motor, starter motor drive assembly, starter solenoid, throttle position sensor, voltage regulator, vehicle speed sensors, windshield wiper motor. **Seals and Gasket components:** Cylinder head gasket, intake manifold gasket. All other seals and gaskets only if damaged as a direct result of a Breakdown of a covered component.

Minor loss of fluid and seepage is considered normal and is not a covered repair. The use of rebuilt, remanufactured, aftermarket or used parts of like kind and quality may be used in the completion of repairs. Parts removed from the vehicle, including cores, are property of the repair shop.

EXCLUSIONS

This Contract will not pay anything for a Breakdown caused by or due to any of the following: 1. rust, corrosion, foreign objects and/or contamination of fuels, fluids, refrigerants, or lubricants; 2. freezing or overheating, due to any cause, including as a result of overheating due to water pump failure; 3. misuse, abuse or negligence including but not limited to Breakdowns that occur when not driving on legally marked roadways; 4. lack of normal maintenance required by the manufacturer's maintenance schedule; 5. improper servicing or repairs; 6. failure to maintain proper levels of oil, coolant, lubricants or fluids due to any cause; 7. cracked cylinder heads and/or cracked engine blocks unless caused by the failure of an internal lubricated part; 8. alterations, installations or modifications that have been made to Your Vehicle that do not meet the manufacturer's original specifications; or the use of Your Vehicle in a manner not recommended by the manufacturer; this includes but is not limited to, any custom or add-on part, all frame or suspension modifications, lift kits, oversized/undersized tires, emissions and/or exhaust systems modifications or engine modifications; 9. collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, falling objects, acts of God or environmental damage; 10. covered by a Warranty or by any other manufacturer's or repairer's guarantee; 11. pulling a trailer or another vehicle unless Your Vehicle is equipped as recommended by the vehicle's manufacturer and the towed trailer or vehicle meets the manufacturer's limitations and specifications; 12. if Your Vehicle is used for a taxi, limousine, or shuttle; used for livery, rideshare, hire, rental, delivery service, postal service, police, fire, ambulance, security or emergency service; snow removal, commercial towing, hauling, racing or other competition, principally for off-road use; 13. if Your Vehicle is used for commercial or business use by more than one driver on a regular basis; 14. repair or replacement made without prior approval from the Administrator; 15. caused by a non-Covered part; 16. if the odometer of Your Vehicle has ceased to operate, been altered, disconnected or replaced, and the Odometer Mileage in any way does not accurately reflect the actual mileage of Your Vehicle; 17. Repair cost or expenses related to any mechanical breakdown, failure, or defect that existed prior to the purchase date of the Contract; or if the Breakdown does not occur during or is not reported to the Administrator within the term of the Contract; repairs to or replacement of: 18. any Covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the tolerances allowed by the manufacturer but which a repair facility recommends or requires be repaired in connection with a Covered Breakdown; this includes any expense due to engineering upgrades; 19. piston rings and intake or exhaust valves which have not sustained a Breakdown but requiring removal of carbon deposits or other material by grinding and/or refacing of the valves or seats and cleaning and/or replacement of the pistons and piston rings to restore engine compression or reduce oil consumption; 20. any emission control devices, other than catalytic converter, solely to meet emissions standards required by State and/or Federal Law; 21. additional damage to Covered parts as a result of the failure to protect Your Vehicle from further damage when a Breakdown has occurred; 22. incidental or consequential loss or damage that is the result of a Covered Breakdown; this includes but is not limited to any liability whatsoever for economic loss, damage or injury to property resulting from a Breakdown; further, Coverage is similarly limited for the loss of use, time, profit, inconvenience, lodging, food or any other incidental or consequential loss; 23. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. 24. Breakdowns that occur and/or repairs made outside of the United States of America and Canada; 25. storage charges, freight or delivery charges for parts, shop supplies or hazardous waste disposal; 26. repair of water and air leaks, squeaks and rattles and noise, or alignment of body parts, bumpers, and glass; 27. Lifter noise; 28. four-wheel drive and all-wheel drive components; 29. All airbag components; 30. tire pressure monitors; 31. all diesel parts; 32. all modulated and computer controlled suspension components; 33. convertible top components; 34. Hybrid batteries

EXCLUDED VEHICLES

Vehicles with inoperative odometers, vehicles over 1-ton chassis or vehicles with mechanical failures at the time of sale are excluded. Commercial vehicles, vehicles used for ANY type of competition, rental cars, police vehicles, ambulances, tow vehicles, vehicles used for snow plowing, rideshare or delivery services including but not limited to (Uber, Lyft, DoorDash, Grubhub) are excluded.

LIMIT OF LIABILITY

The maximum payout per occurrence will be \$3,600. The maximum payout for the term of this warranty will be \$6,000.

CANCELLATION

You may cancel this Contract at any time. To request that this Contract be canceled, You must send a written cancellation request to the Dealer at the address shown above. If the Contract is terminated or is canceled by You within 30 days of the Original Date of Finance Contract, as indicated above, You will receive a full refund/credit of the cost of the Contract provided no benefit has been provided. After 30 days if no benefit has been provided, You will receive a refund/credit of the cost of the Contract calculated by the Pro Rata method, less a \$50.00 cancellation fee. If You do not receive the refund/credit within 60 days of notice of cancellation/termination, contact the Dealer at the address and telephone number above. In the event of a cancellation, the Dealer, will be named as a payee on all refunds and will be named as the sole payee on if the termination of this Addendum is due to the repossession of the Collateral.

BY AFFIXING YOUR SIGNATURE BELOW YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE FOLLOWING: A) THAT YOUR PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, WILL NOT BE A FACTOR IN THE CREDIT APPROVAL PROCESS, HAS NO EFFECT ON THE APPROVAL TERMS OF THE RELATED SALE OF THE COLLATERAL. C) THAT YOU HAVE READ THIS CONTRACT IN ITS ENTIRETY AND UNDERSTAND ITS PROVISIONS AND AGREE THAT NO VERBAL REPRESENTATIONS HAVE BEEN MADE TO YOU THAT DIFFER FROM THESE WRITTEN PROVISIONS. D) YOU AUTHORIZE RELEASE OF FINANCE CONTRACT INFORMATION REQUIRED FOR PROCESSING OF A BENEFIT REQUEST.

CONTRACT HOLDER'S SIGNATURE: _____ DATE: _____