

**POWERSPORTS  
 LIFETIME BATTERY PROGRAM**

**Information Page**

I. Customer Information					
Last Name		First Name		MI	
Address					
City		State		Zip	
Phone			Email		
II. Dealer Information			III. Lienholder Information		
Name			Name		
Address			Address		
City		State	Zip	City	
Phone		E-mail			
IV. Vehicle Information					
Year	Make	Model	Engine Size	Current Mileage/Hours	Agreement Purchase Date
Vehicle Identification Number (VIN)		Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Price	
Full Factory Warranty Term: Months: _____			Factory In Service Date: _____		<input type="checkbox"/> New <input type="checkbox"/> Used
Battery Information: Serial Number: _____			Size: _____		<input type="checkbox"/> Lithium Battery
V. Agreement Information					
Unit Type:					
<input type="checkbox"/> Motorcycle (On Road Only) <input type="checkbox"/> Motorcycle (Off Road) <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Scooter <input type="checkbox"/> Snowmobile <input type="checkbox"/> ATV <input type="checkbox"/> UTV					
WAITING PERIOD – BEFORE COVERAGE BEGINS, THERE IS A SIX MONTH WAITING PERIOD FOR NEW VEHICLES AND 90 DAY WAITING PERIOD FOR USED VEHICLES. AFTER THE WAITING PERIOD, THIS AGREEMENT IS VALID FOR THE TIME YOU OWN YOUR COVERED VEHICLE.					
VI. Customer Acknowledgment					
The <b>Agreement</b> that <b>You</b> are purchasing is between <b>You</b> and the <b>Agreement Obligor</b> . You will be notified by the <b>Selling Dealer</b> and/or the <b>Administrator</b> if the <b>Agreement</b> is ineligible for coverage. <b>You</b> (the undersigned) have reviewed the terms of this <b>Agreement</b> and understand the coverage, exclusions and maintenance requirements. This <b>Agreement</b> is based on information <b>You</b> provided on this <b>Information Page</b> . <b>You</b> have reviewed this <b>Information Page</b> and declare that the information is correct. <b>AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO PURCHASE OR FINANCE A VEHICLE. THIS AGREEMENT IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY AND IS NOT AN INSURANCE CONTRACT.</b>					
_____		_____		_____	
Customer Signature (Customer/You/Your)		Purchase Date		Selling Dealer Representative – Signature	

There is no **Deductible** under this **Agreement**. Any modification, alteration or change to the printed terms, conditions or coverages of this **Agreement** renders the **Agreement** invalid.

**Obligor/Provider:**  
 Apex Precision  
 PO Box 440264  
 Kennesaw, Georgia 30160  
 800.316.7213

**Administrator**  
 American Guardian Warranty Services, Inc.  
 PO Box 768  
 Warrenville, IL 60555  
 844.812.2232

**AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS**  
**CLAIMS: 844.812.2232**  
**TO START A CLAIM GO ONLINE TO AGWS.COM**

## POWERSPORTS LIFETIME BATTERY PROGRAM

This **Agreement** provides for the replacement **Cost** of the **Vehicle's** battery due to the **Failure** of the battery for the time **You own Your Vehicle**. Labor costs up to \$25 are also provided to remove and install a replaced battery. **This amount does not cover any diagnostic time.**

**Waiting Period: This Agreement has a waiting period. COVERAGE DOES NOT BEGIN FOR SIX MONTHS AFTER THE AGREEMENT PURCHASE DATE ON NEW VEHICLES AND 90 DAYS ON USED VEHICLES.**

### WHAT TO DO IF REPAIRS ARE NEEDED

Provide the repair facility with **Your Agreement** number, direct them to call the **Administrator** for **repair authorization at 844-812-2232** and authorize them to diagnose the **Failure** including, attempting to charge the battery, performing a load test on the battery, and submitting a repair order to the Administrator showing what steps have been performed to deem the battery in need of replacement. **The repair facility must retain the core of replaced batteries and make them available for inspection by Administrator for 30 days from the completion of the claim.**

**Emergency Repair** - If a **Failure** occurs at any time outside of regular business hours, **You** may take one of the following steps:

- Wait until regular business hours and then follow the normal claims procedure outlined above.
- Authorize and pay for any diagnostic time needed to determine whether the battery has a **Covered Failure**. If **You** reasonably determine that **You** have a **Covered Failure** and **You** choose to have the battery replaced, **You** are responsible for paying the replacement. **You** must then call the **Administrator** during the next available regular business hours so that the **Administrator** may determine whether there was a **Covered Failure**. If the **Administrator** determines that there was a covered **Failure**, then **We** will pay **You** in accordance with the terms and conditions of this **Agreement**.

***You must obtain a Repair Authorization Number from the Administrator***

***No Payment for a Claim will be made without Authorization.***

**Call 844-812-2232 for Instructions and Repair Authorization.**

### TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions. No alterations, changes or waivers of provisions may be made to this Agreement. The benefits available under this Agreement are strictly provided to **You** for repairs to **Your Vehicle**.

#### **Definitions:**

**Administrator** - means **American Guardian Warranty Services, Inc.** (AGWS), P.O. Box 768, Warrenville, IL 60555, 844-812-2232, www.agws.com.

**Obligor, Our, Provider, Us or We** – mean **Apex Precision**, P.O. Box 440264, Kennesaw, Georgia 30160, 800-316-7213.

**Agreement** - means this service contract **Agreement** that is a contract between **You** and **Us**.

**Failure or Covered Failure**– mean the failure of the battery to hold a charge or deliver amperage per the manufacturer's specifications due to a defect in material or workmanship. The following load requirements apply: 6 volt battery may be replaced if it falls below 5.25 volts; 12 volt may be replaced if it falls below 9.6 volts.

**Customer, You or Your** – means the purchaser identified on the **Information Page**.

**Cost** - means the usual and fair charges for parts necessary to repair covered parts. **Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of Failure at the discretion of the Administrator. Parts will be reimbursed up to manufacturer's suggested list price.** Replacement must be factory original or aftermarket, whichever is less.

**Information Page** – means Page 1 of this **Agreement**.

**Lifetime** - means the entire time **You** own the **Vehicle** listed on the **Information Page**.

**Selling Dealer**-means the retail seller of this **Agreement** to **You** for the covered **Vehicle** described on the **Information Page**.

**Vehicle or Covered Vehicle** - means the **Vehicle** covered by this **Agreement** and described on the **Information Page**.

**You or Your** – means the purchaser identified on the **Information Page**.

**Insurance Statement:** Our obligations are guaranteed under a reimbursement insurance policy issued by **Technology Insurance Company, Inc.** In the event **We** cease to operate or fail to pay or refund any amount owed to **You** pursuant to the terms of this **Agreement** within 60 days, **You** may file a claim directly with **Technology Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048.**

#### **Your Responsibilities:**

**You must perform any and all manufacturer's recommended maintenance on the battery. Direct the repair facility to call Us at 844-812-2232 to report a claim. You must obtain repair authorization from the Administrator prior to repairing any covered component. To receive reimbursement for Your authorized claim You must submit the original repair order signed by You and proof of payment with a cash register receipt/credit card receipt/personal check copy within 60 days of approval.**

#### **Our Responsibilities:**

Subject to the coverage of this **Agreement**, the Limits of Liability and items found under **EXCLUSIONS-WHAT IS NOT COVERED**, **We** will reimburse for the **Cost** of a replacement battery. **The Administrator reserves the right to inspect Your Vehicle, the battery, and its core to evaluate covered repairs.**

### EXCLUSIONS – WHAT IS NOT COVERED

This Agreement provides no coverage or benefits for the following:

1. Repairs within the first six months on new Vehicles and 90 days on used Vehicles. (See Agreement Period)
2. Vehicles with more than one battery are ineligible for coverage and will render this Agreement void. In such cases, You will be refunded the Agreement purchase price.
3. Repairs or replacements that did not have prior specific authorization by Us (except in cases of emergency per the terms of this Agreement.)

#### 4. PRE-EXISTING DAMAGE OR CONDITIONS.

5. Consequential loss or damage whatsoever, including loss or damage or injury to persons or property resulting from the failure of any parts on Your Vehicle.
6. Damages or failures related to misrepresentations by You.
7. Any failure of components still under the Dealer's and/or manufacturer's warranty. Failure of parts subject to recall for repair and/or replacement by the manufacturer or for the repair to any component/part covered by a repairer's warranty. Fraudulent acts by You or the Selling Dealer.
8. Any battery replacement if your Vehicle is sold to a second person or is registered to any person other than the original purchaser named on the Customer Information section of the Information Page.
9. Any replacement of a battery that has not failed and is being replaced as part of a maintenance requirement.
10. Failure when Vehicle is used for rental, racing, competition driving, sustained high speed use, acceleration, trials, hard or abusive operation including but not limited to, wide open throttle operation, high speed acceleration or shifting of transmission gears at high engine rpm.
11. Sales tax, environmental fees, or any other fees.
12. Diagnostic time.
13. Labor costs over \$25 associated with the removal or replacement of the battery.
14. Vehicles used for a commercial purpose, including but not limited to livery or hire; snowplowing; rental; police, fire, or emergency; pool Vehicles or Vehicles which regularly have multiple operators; and Vehicles with non-standard equipment installed specifically to facilitate commercial use.
15. Failure of parts substituted for standard or optional equipment, not intended by the Vehicle manufacturer to be used in the described Vehicle, unauthorized alteration, improper installation of attachments or parts; any repair resulting from a non-authorized part or accessory. Battery failure due to any modifications or alterations made to Your Vehicle which are not recommended by the manufacturer.
16. Any liability for property damage or for injury to or death of any persons arising out of the operation, maintenance, or use of your Vehicle, whether or not related to the parts covered. Loss of time, expense, profit, income, storage charges, inconvenience, loss of use of Vehicle, or any other loss that results from a failure (except as provided under the benefits or coverage herein.) This Agreement does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage and attorney's fees.
17. Damage to a covered component resulting from a failure of non-covered component.
18. Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this service Agreement.
19. Malfunctions resulting from collision and/or accident, improper maintenance, physical damage, freezing, inadequate levels of electrolyte, cross connection, improper battery boost, technician error, corrosion, vandalism, neglect, abuse, misuse, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, war, hail, water, flood, malicious mischief, riot, civil commotion, labor difficulties, aesthetic damage including but not limited to scratches, paint deterioration, dents, nicks, normal wear and tear, natural disaster or acts of nature.
20. Any failure occurring outside the United States of America or Canada.
21. Any failure occurring prior to the service Agreement purchase date, or if information provided by you or a repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
22. Warranty of Merchantability and Warranty of Fitness for a particular purpose are expressly excluded.
23. AGREEMENTS PURCHASED AT ANY TIME OTHER THAN WITH THE SALE OF THE VEHICLE.
24. We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

**Limit of Liability:** The maximum limit of liability per claim for Vehicles with a non-Lithium Battery shall not exceed \$250. If Lithium Battery is selected on the Information Page, the maximum limit of liability per claim for Vehicles equipped with a Lithium Battery shall not exceed \$400. The total of all benefits paid or payable while this Agreement is in force shall not exceed \$1,200.

**Subrogation:** If You receive benefits under this Agreement, We will be entitled to Your rights to recover against any manufacturer, insurance company or service Agreement provider who may be responsible to You for Costs covered under this Agreement or any payments made by Us. If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.

**Arbitration:** You agree that any claim, dispute or controversy relating to this Agreement or the relationships which result from this Agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire Agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association [www.adr.org](http://www.adr.org) (unless another neutral organization is agreed upon by the parties), under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which You appear will take place at a location near Your residence unless another location is mutually agreed upon by all parties. The laws of the state in which this Agreement was sold govern the interpretation and enforcement of this Agreement. Rules and forms related to arbitration may be obtained at [www.adr.org](http://www.adr.org) or by contacting Us at (800) 579-2233 or via written request to Administrator, P.O. Box 768, Warrenville, Illinois 60555. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.

**Agreement Period:** This Agreement has a waiting period. Coverage does not begin for six months on new Vehicles and 90 days on used Vehicles. After the waiting period, this Agreement is valid for the entire time You own Your Covered Vehicle. This Agreement is NOT transferable and is only valid for the original purchaser named on the Customer Information section of the Information Page

**Cancellation:** This Agreement is cancellable for any reason and at any time during the Term of this Agreement. To request a cancellation, submit written notification immediately to the Selling Dealer, Obligor, or Administrator, including the Agreement Number and Vehicle Identification Number. You may call the Administrator at [phone] or go to [www.agws.com](http://www.agws.com) with any questions.

1. If this **Agreement** is cancelled within 30 days of the **Agreement Purchase Date**, the full **Agreement Purchase Price** will be refunded, less any claims paid. No administrative or cancellation fee will be deducted.
2. If the **Agreement** is cancelled after the first 30 days, the refund will be calculated according to the pro-rata method reflecting the days in force and the date coverage begins, less claims paid. If **You** cancel this **Agreement** after the first 30 days from the **Agreement Purchase Date**, a \$50 administrative fee will be deducted from the refund. If **We** cancel the **Agreement**, no administrative fee will be deducted.
3. **We** may cancel this **Agreement** for nonpayment, material misrepresentation or fraud by **You**. Notice outlining the specific nature or reason for cancellation and effective date of cancellation will be mailed to **You**. Any refunds owed will be paid or credited no more than 45 days from the effective date of the cancellation, or sooner if required by state law.
5. If **Your Vehicle** and this **Agreement** have been financed, the **Lienholder**, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.
6. The **Lienholder** may cancel this **Agreement** for nonpayment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The cancellation rights under this **Agreement** are transferred to the **Lienholder** and the **Lienholder** is also entitled to any resulting refund. The **Lienholder** will follow all cancellation rules in this **Agreement**. Any refunds owed will be paid or credited no more than 45 days from the date the **Obligor** or the **Obligor's** designee receives a complete notice of the request to cancel or sooner if required by state law.

#### **NOTICE TO CONSUMERS:**

- Purchase of this **Agreement** is not required to purchase or finance a **Vehicle**. The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. You may be required by the Seller of this coverage to pursue those warranties, which are available to You without this **Agreement**.
- This **Agreement** must be purchased at the time of **Vehicle** sale.
- The terms of this written **Agreement** control the **Agreement** between Us. No change or modification to the written terms is valid.
- This **Agreement** is based on information You provided on the **Information Page**. Misrepresentation on the **Information Page** will result in rejection of this **Agreement**.
- This **Agreement** is a service contract and is not an insurance policy, manufacturer warranty, or any other warranty or guarantee.
- This **Agreement** is NOT transferable and is only valid for a battery replacement for the original purchaser named on the **Customer Information** section of the **Information Page**.

#### **STATE REQUIREMENTS**

If this **Agreement** was purchased in any of the following states, the **Agreement** is amended as indicated. Diligent effort has been made to include all state notices as they become effective, but in cases where a state's notice is not present on the printing of the **Agreement**, state law and rules will take precedence over the terms and conditions of this **Agreement**.

#### **Not available in Florida or Washington**

**Alabama:** The definition of **Obligor** means **H&P Products, Inc., dba Apex Precision, P.O Box 440264, Kennesaw, Georgia 30160, 800-316-7213**. If **You** cancel this **Agreement**, any refund due may be credited to any outstanding balance of **Your** account and the excess, if any, refunded to **You**. The cancellation fee is reduced to \$25. If no claims have been paid, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **Agreement** to **Us**. If **We** cancel, **We** will provide written notice five days prior to cancellation. Notice is not required if cancellation is due to nonpayment or material misrepresentation by **You**.

**Georgia:** The arbitration provision is deleted. Any claim or dispute will be adjudicated in **Your** county of residence. Pre-Existing Conditions known to **You** at the time of **Your** purchase of the **Agreement** are excluded from coverage. Modifications to the **Vehicle** made by **You** results in rejection of coverage under this **Agreement**. Repairs when the **Vehicle's** odometer/hour meter has been altered or tampered with while owned by **You** are excluded from coverage. If **You** cancel the **Agreement** within the first 30 days of the **Agreement** purchase date, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. If **You** cancel after 30 days, the administrative fee will be \$50 or 10% of the pro-rata refund amount, whichever is less. There is no fee if **We** cancel. If **We** cancel due to fraud, material misrepresentation, or nonpayment, **We** will provide a written notice at least 30 days prior to cancellation. The finance company/lienholder is not considered a party to the contract and may only cancel the **Agreement** in the event of a total loss or repossession. See the section Cancellation for all other cancellation terms.