

POWERSPORTS OFF ROAD TIRE AND WHEEL

Information Page

I. Customer Information					
Last Name	First Name	MI			
Address					
City	State	Zip			
Phone	Email				
II. Seller Information	III. Lienholder Information				
Name	Name				
Address	Address				
City	State	Zip	City	State	Zip
Phone	E-mail				
IV. Vehicle and Coverage Information					
Year	Make	Model	Tire Size and Make	Number of Wheels	
Current Mileage/Hours	Vehicle Identification Number (VIN)		Vehicle Purchase Date	Vehicle Purchase Price	
Agreement Purchase Date	Agreement Purchase Price		<input type="checkbox"/> New ATV/UTV	<input type="checkbox"/> Used ATV/UTV	
V. Agreement Information					
Term _____	Coverage begins on the Agreement Purchase Date and expires upon the passing of the length of time of the term stated. If no term is selected, coverage will be in effect for three years. This Agreement is not renewable.				
VI. Customer Acknowledgment					
I, (Customer/You) hereby acknowledge that the information contained above is, to the best of my knowledge, true. Any modification, alteration or change to the printed terms, conditions, or coverages of this Agreement renders it invalid. You will be notified if the Agreement is ineligible for coverage. I (the undersigned) have reviewed the terms of this Agreement and understand the coverage, exclusions and maintenance requirements. AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. This Agreement is not an automobile liability or physical damage insurance policy and is not an insurance contract. The purchase of this Agreement is not a requirement for the purchase, lease or financing of a covered vehicle. There is no deductible associated with this Agreement. THIS AGREEMENT IS ONLY VALID IF PURCHASED AT THE TIME OF SALE OF THE COVERED VEHICLE.					
Customer Signature (Customer/You/Your)	Purchase Date	Seller - Signature			

Obligor/Provider:
 Apex Precision
 P.O 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

OFF ROAD TIRE & WHEEL COVERAGE FOR ATVs AND UTVs

This **Agreement** applies to off road use ATVs and UTV's only. This **Agreement** provides for the **Costs** associated with the replacement of the tires and/or the repair or replacement of wheels attached to the **Vehicle**, which become **Unserviceable** during the term of this **Agreement**, subject to its terms, conditions, and exclusions. If the wheel can be repaired, **You** will be reimbursed for the approved **Cost** associated with the repair including mounting, balancing, and taxes. If it cannot be repaired and/or a replacement tire is required, **You** will be reimbursed for an approved replacement tire(s) and/or wheel(s) of like, kind and quality and the approved **Cost** associated with the replacement including mounting, balancing, valve stems, and taxes. **Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of repair or replacement at the sole discretion of the Administrator.** Parts will be reimbursed up to manufacturer's suggested list price for an original equipment tire or wheel. Labor time will be reimbursed using nationally recognized labor time standards. **Vehicles that have tires over three inches outside the manufacturer's specifications are not eligible for coverage.**

TIRE REPLACEMENT: **You** will be reimbursed for the approved **Cost** incurred to replace a tire, only if a tire covered by this **Agreement** becomes **Unserviceable**. This coverage is valid through the tread life of a tire, **2/32" or less is excluded**; and replacement will be made with a tire of like kind and quality to the original tire.

WHEELS (RIMS): **You** will be reimbursed for the repair or replacement of wheels rendered **Unserviceable** under this **Agreement**. **We** reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. **We** will cover wheel replacement only in the event that the damaged wheel cannot be repaired.

MOUNTING: **You** will be reimbursed for the approved **Cost** incurred for mounting, valve stems, and tire disposal for any tire replaced under this **Agreement**. **Charges for pressure sensing devices and unspecified charges for shop supplies are excluded.**

TAXES: **You** will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this **Agreement**.

YOU MUST OBTAIN AUTHORIZATION PRIOR TO ANY REPAIR OR REPLACEMENT

Call (844) 812-2232 for repair authorization or visit www.AGWS.com and click "Customers" then "File a Claim" to start a claim.

CLAIM PROCEDURE

YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE OR REPAIR OR REPLACEMENT OF ANY WHEEL. Call the Administrator at (844) 812-2232 for a claim authorization number PRIOR to initiating a repair. Administrator's claim hours are 8:00 am – 6:00 pm CST Monday through Friday. Repairs during non-business hours **MUST** be reported the following business day. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to paying any claim benefit. The Administrator has the right to require that the Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit payable under this Agreement. The Administrator has the right to reasonably request any other documents or information necessary to process the claim by You. Replacement parts may consist of non-original manufacturer's parts.

IMPORTANT: Please note that damage to alloy wheels can frequently be repaired. In the event that damaged wheels are replaced, Your repair facility must document the reasons why wheel repair was not possible. They should then attempt to obtain a remanufactured wheel to replace the damaged wheel.

NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE THE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.

For reimbursement, You must submit a copy of (1) the Agreement, (2) claim authorization number, (3) invoice and receipts indicating repair/replacement and tread depth, and (4) a completed claim form that can be obtained from the Administrator at www.AGWS.com or via mail at P.O. Box 768, Warrenville, Illinois 60555. The Administrator has the right to reasonably request from You any other documents or information necessary to process the claim. Replacement parts may consist of non-original manufacturer's parts. The Administrator reserves the right to deny claims due to misuse, fraud or misrepresentation by You. This is a reimbursement program for the repair/replacement of tires and/or wheels damaged due to a covered road hazard.

Emergency Repairs: For repairs required outside of normal business hours, You may take one of the following steps:

- Wait until regular business hours and follow the normal claims procedures or call the Administrator at [phone] and leave a message including Your full name, Vehicle identification number, and Agreement number to initiate a claim; or
- Authorize and pay for any diagnostic time needed to determine whether Your Vehicle needs a covered repair and take a picture of the tire/wheel in need of repair/replacement. If You reasonably determine that You have a covered repair and choose to have the tire replaced or wheel repaired, You are responsible for payment. During the next available business day, You must call the Administrator in order for the Administrator to determine whether the repair and/or replacement was covered under the Agreement terms. You will be required to submit a copy of the invoice/repair order, proof of payment and picture of the repaired wheel or replaced tire and/or wheel. If the Administrator determines that there was a covered repair, You will be paid in accordance with the terms and conditions of this Agreement.

Call (844) 812-2232 for Instructions and Repair Authorization or visit www.AGWS.com and click "Customers" then "File a Claim" to start a claim.

NO PAYMENT FOR A CLAIM WILL BE MADE WITHOUT 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**. State rules and regulations where this **Agreement** was sold take precedence over these Terms and Conditions.

DEFINITIONS:

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

Obligor, We, Us or Our – mean **Apex Precision**, P.O. Box 440264, Kennesaw, GA 30160; (800) 316-7213.

Agreement – means this service contract that is a contract between **You** and the **Obligor**.

Agreement Purchase Date – means the date **You** purchased this **Agreement** as shown on the **Information Page**.

Agreement Purchase Price – means the amount **You** paid for this **Agreement** as shown on the **Information Page**.

Commercial Use – means and includes use of **Your Vehicle** for a business purpose in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, ride sharing, daily rentals, carry passengers for hire, snowplowing, and company pool use or business travel when the vehicle is used by more than one driver. **Commercial use Vehicles are not eligible for coverage under this Agreement.**

Cost – means the usual and fair charges for parts and labor 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 repair or replacement at the sole discretion of the Administrator. Parts will be reimbursed up to manufacturer's suggested list price for an original equipment tire or wheel. Labor time will be reimbursed using nationally recognized labor time standards.**

Information Page – means page 1 of this **Agreement** containing identifying information about **You**, the **Selling Dealer** and the **Covered Vehicle**.

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

Unserviceable – means that the tire has been punctured or otherwise damaged to the extent that it is unsafe, or that a wheel will no longer hold a seal with its tire.

Vehicle – means the **Vehicle** described on the **Information Page**.

You and Your – means the purchaser (or subsequent transferee) 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: Proper care and maintenance are necessary to obtain the maximum mileage and wear from a tire and is required for coverage under this **Agreement**. You must:

- Maintain air pressure at the Vehicle/tire manufacturer's recommended levels and perform all manufacturer's recommended and preventative maintenance, including alignments, rotations, and balancing.
- Check tires monthly for proper pressure, tread depth less than 2/32", improper or excessive wear, and signs of dry rot.
- Any condition that cannot be corrected must be replaced for the safety of the Vehicle occupants and is at Your expense.
- Protect against further damage.

EXCLUSIONS - LIMITATIONS OF COVERAGE: Where permitted, this **Agreement** does not cover the following:

1. **Pre-existing damage, conditions, or wear.**
2. Damage due to normal wear and tear.
3. Tire/wheel balancing, for any reason.
4. Tire and/or wheel damage that is cosmetic in nature and that does not render the tire and/or wheel Unserviceable. (Cosmetic Damage means anything that alters the normal condition of the wheel/rim and is limited to factory wheel brushed or painted surfaces.)
5. Claims made without prior authorization from the Administrator.
6. Claims not submitted within 60 days of the date of damage.
7. Damage due to the Vehicle's tires tread depth of less 2/32" at the lowest point on the tire.
8. Tires or wheels transferred from a vehicle on which they were originally installed.
9. Damage resulting from racing, collision with a curb, median, or another vehicle, chain damage, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site, vandalism or malicious mischief, theft, flood, fire, Acts of God, or acts associated with terrorism.
10. Damage due to an accident or collision, broken tire belts, operator error, manufacturer defects, abnormal wear, weather cracking, tread separation, dry rot, or exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage.
11. Damage caused by driving on tires that are improperly inflated or tires and/or wheels which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer.
12. Vehicles that have tires over 3 inches outside the manufacturer's specifications.
13. Any loss covered by Your primary insurance provider, a manufacturer or tire distributor warranty or recall, or any other contract or warranty.
14. Vehicles used for Commercial Use, including delivery, rental, leasing, ridesharing, ride-hailing postal service, taxi, police, other emergency services, snow plowing, and competition or speed events.
15. Snow tire or chain mounting or removal.
16. Rental/replacement vehicle charges.
17. Tire/wheel accessories.
18. Environmental and disposal fees, shop supplies, vehicle storage charges, shipping or freight charges associated with the damaged tire/wheel or replacement tire/wheel.
19. Nitrogen filling for tires.
20. Damage occurring outside the United States, its territories or Canada
21. Any and all fines.
22. Any and all consequential damages.
23. 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.

The Administrator reserves the right to void the **Agreement** or deny claims at any time due to misuse, fraud or misrepresentation by You.

WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT

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 at 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 based on the term of the plan selected 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.

TRANSFER OF AGREEMENT: If You sell the Vehicle, this **Agreement** shall terminate. You may apply for a transfer to the new owner. Within 30 days from the date of sale to a private party and not a dealer or entity in the business of selling, trading, or leasing vehicles, submit the following: 1) A check for a \$50 transfer fee payable to the Administrator; 2) A copy of the Information Page of this **Agreement**; 3) A signed affidavit stating the date of sale and the new owner's name, address and telephone number; and 4) Copies of Your maintenance documents for the Covered Vehicle. Proof of continuation of regular maintenance will be necessary in the event of a claim. The Administrator reserves the right to reject a transfer request in the event that the above requirements are not met. This

Agreement may not be assigned or transferred separately from the Covered Vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person that purchased Your Vehicle.

LIMIT OF LIABILITY: The limit of liability shall not exceed \$750 per claim. The total of all benefits paid or payable while this Agreement is in force shall not exceed \$2,500. This Agreement is for the sole benefit of You and applies only to the covered Vehicle. In no event shall the Administrator or Obligor be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.

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 (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. Rules and forms related to arbitration may be obtained by at www.adr.org or by contacting the Administrator 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.

NOTICES:

- Purchase of this Agreement is optional, cancellable, and is not required to purchase, finance, or lease 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 is not an insurance contract, warranty, or guarantee.
- 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.
- Payment Plan: The settlement of any claim may first be applied to reduce any unpaid, outstanding balance on an Agreement that has been financed.
- Salvage: Upon the replacement of a covered part, Administrator shall have all rights of ownership to the damaged covered part (salvaged parts).

STATE REQUIREMENTS

If this Agreement was purchased in any of the following states, the Agreement is amended as indicated. The Administrator of this Agreement makes diligent effort to include all state notices as they become effective, but in cases where a state's notice is not present, state law will precedence over the terms and conditions of this Agreement, unless the Agreement language is more beneficial to the customer.

This Agreement is not available in Florida or Washington.

Alabama: The definition of Obligor, We, Us or Our is updated to mean H&R Products, Inc. dba Apex Precision, PO box 440264, Kennesaw, GA 30160. 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 has been altered or tampered with while owned by You are excluded from coverage. Damage due to sludge may not be 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.