

ROAD HAZARD TIRE & WHEEL COVERAGE

This **Agreement** provides for the **Costs** associated with the replacement of the tires and/or repair or replacement of the wheels attached to the **Vehicle**, which become **Unserviceable** during the term of this **Agreement** due to a covered **Road Hazard**, subject to this **Agreement's** 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 or requires replacement, **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.

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** due to damage caused by a covered **Road Hazard**. 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** due to a **Road Hazard** covered 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 AND BALANCING: **You** will be reimbursed for the approved **Cost** incurred for mounting, balancing, 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 "Customer" and "File a Claim" to start a claim.

EMERGENCY ROADSIDE ASSISTANCE: This benefit is available for up to \$100 per occurrence subject to the following coverage and limitations. (1) **Towing Assistance** - When towing is necessary **Your Vehicle** may be towed to the nearest repair facility. (2) **Battery Boost** - If **Your Vehicle** incurs a charging system or battery discharge failure, **You** will receive a jump start. (3) **Flat Tire Assistance** - In the event of a flat tire on **Your Vehicle**, service consists of removal of the flat tire and its replacement with the spare tire. If **Your Vehicle** has no replacement spare tire, it will be towed to the nearest repair facility. (4) **Fuel, Oil, Fluid/Water Delivery Service** - An emergency supply of fuel, oil, fluid/water will be delivered if **Your Vehicle** has an immediate need. **You** must pay for the fuel, oil, fluid/water upon delivery. (5) **Lock Out Assistance** - If **Your Vehicle** keys are lost, assistance will be provided to gain access to **Your Vehicle**. If **Your Vehicle** needs roadside assistance, contact Quest Towing Services at 866-253-5824 and provide **Your Agreement Number**.

LIMITATIONS AND CONDITIONS FOR EMERGENCY ROADSIDE ASSISTANCE: The following are not covered: (1) Cost of parts, replacement keys, fuel, oil, fluids, water, and the cost of installation of products, materials or additional labor needed as it relates to towing. (2) Any service covered under a valid manufacturer's warranty or other Roadside Assistance program. (3) Non-emergency mounting or removing tires, snow tires or chains. Tire repair. Towed trailers or any vehicles in tow attached to **Your Vehicle** including Camping Trailers, Travel Trailers, Utility Trailers. Towing from a repair shop or for repair work performed at a service station, repair shop or garage. Service on **Your Vehicle** if it is not in a safe condition to be towed. Non-emergency towing or for any non-emergency services. Impound towing or towing by other than an authorized service provider. Storage charges or a second tow per occurrence. Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designated as not passable due to natural conditions, construction or weather. Towing at the direction of a law enforcement officer relating to a traffic obstruction, impoundment, abandonment, illegal parking or other violations of the law. (4) No coverage shall be provided in the event of an emergency resulting from the use of intoxicants, narcotics, or the use of **Your Vehicle** in the commission of a crime. (5) Repeated service calls for **Your Vehicle** in need of routine maintenance or repair. Only one disablement for the same cause during any seven-day period will be accepted. Reimbursement for services secured through another source are not covered.

ALL ROADSIDE ASSISTANCE SERVICES PROVIDED BY QUEST TOWING SERVICES CONTACT QUEST TOWING SERVICES AT 866-253-5824

Important: **You** must be with **Your Vehicle** when the service provider arrives. Service cannot be provided to an unattended **Vehicle**.

CLAIM PROCEDURE

YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OR REPAIR OF ANY TIRE OR WHEEL. Call the Administrator at 844.812.2232 for a claim authorization number **PRIOR** to initiating a covered 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. The repair facility must 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 844.812.2232 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 component in need of repair. If **You** reasonably determine that **You** have a covered repair and choose to have **Your Vehicle** 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 there was a covered repair. **You** will be required to submit a copy of the invoice/repair order, proof of payment and picture of the repaired component. If the Administrator determines that there was a covered repair, **You** will be paid in accordance with the terms and conditions of this **Agreement**.

You Must Obtain a Repair Authorization Number from the Administrator Prior to any Repair or Replacement

Call 844.812.2232 for Instructions and Repair Authorization or visit www.AGWS.com and click "Customer" and "File 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.** The benefits under this Agreement are strictly provided to **You** for repairs to the **Covered Vehicle**. State rules and regulations where the 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, agws.com

Obligor, We, Us or Our – means **Apex Precision**, P.O. Box 440264, Kennesaw, GA 30160; 800.316.7213.

Agreement – means this vehicle service contract.

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 **Vehicle**.

Pre-Existing Conditions – means a condition that occurred before **Your** purchase of this Agreement.

Road Hazard – means objects and road conditions on a public roadway which should not exist, such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded under **EXCLUSIONS – LIMITATIONS OF COVERAGE**.

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 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.)**
4. **Claims made without prior authorization from the Administrator.**
5. **Claims not submitted within 60 days of the date of damage.**
6. **Damage due to the Vehicle's tires tread depth of less 2/32" at the lowest point on the tire.**
7. **Tires or wheels transferred from a vehicle on which they were originally installed.**
8. **Damage resulting from off-road use, 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 or on roads not regularly maintained, vandalism or malicious mischief, theft, flood, fire, Acts of God, or acts associated with terrorism.**
9. **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.**
10. **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.**
11. **Any loss covered by Your primary insurance provider, a manufacturer or tire distributor warranty or recall, or any other contract or warranty.**
12. **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.**
13. **Snow tire or chain mounting or removal.**
14. **Rental/replacement vehicle charges.**
15. **Tire/wheel accessories.**
16. **Environmental and disposal fees, shop supplies, vehicle storage charges, shipping or freight charges associated with the damaged tire/wheel or replacement tire/wheel.**
17. **Nitrogen filling for tires.**
18. **Damage occurring outside the United States, its territories, or Canada.**
19. **Any and all fines.**
20. **Any and all consequential damages.**
21. **Administrator reserves the right to void the Agreement or deny claims at any time due to misuse, fraud or misrepresentation by You.**
22. **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.**

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 844-812-2232 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 total of all benefits paid or payable while this **Agreement** is in force shall not exceed the \$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. In all states but California, 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**.
- Salvage: Upon the replacement of a covered part, **Administrator** shall have all rights of ownership to the damaged **Covered Part** (salvaged parts).

STATE REQUIREMENTS

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&P 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. Roadside service is administered by Quest Towing Services dba Quest Towing, Inc.

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.