

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	State Zip
Phone	E-mail			
IV. Vehicle Information				
Year	Make	Model	Engine Size	Current Mileage/Hours
Vehicle Identification Number (VIN)	Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Price	Agreement Purchase Date
Full Factory Warranty Term: _____ Months		Factory In-Service Date: _____	<input type="checkbox"/> New	<input type="checkbox"/> Used
V. Trailer Information				
Year	Make	Model	Trailer Serial No.	No. of Axles
VI. Agreement Information				
Unit Type <input type="checkbox"/> Motorcycle (On-Road Only) 2 or 3 Wheels <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Sport Boat <input type="checkbox"/> ATV		Motorcycle (Off Road) <input type="checkbox"/> Motorcycle (Off Road) <input type="checkbox"/> Scooter <input type="checkbox"/> Snowmobile <input type="checkbox"/> UTV		Term: Months: _____ <input type="checkbox"/> Deductible: \$50 per repair visit, \$0 at Selling Dealer
Options and Surcharges: <input type="checkbox"/> HVAC <input type="checkbox"/> Modified Vehicles <small>(Lift Kits/Oversized Tires)</small>		<input type="checkbox"/> Electric Drive Motor <input type="checkbox"/> Commercial Use		Vehicle Features: <input type="checkbox"/> High Lifter Model <input type="checkbox"/> Turbo
<input type="checkbox"/> POST DELIVERY SALE: 30-DAY WAITING PERIOD FROM THE AGREEMENT PURCHASE DATE APPLIES. THE WAITING PERIOD WILL BE ADDED TO THE END OF THE TERM.				
VI. Customer Acknowledgment				
<p>You, the undersigned, (Customer/You) hereby acknowledge that the information contained above is to the best of your knowledge, true. You reviewed the terms of this Agreement and understand the coverages, exclusions, and maintenance requirements. You UNDERSTAND THAT AUTHORIZATION IS REQUIRED BY THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS. This Agreement is not an insurance policy or insurance contract. This Agreement is optional and not required to purchase, finance, or lease a vehicle.</p>				
Customer Signature (Customer/You/Your)		Purchase Date	Selling Dealer Representative – Signature	

If no term is selected, then coverage will be in effect for 12 months. Any modification, alteration, or change to the printed terms, conditions, or coverages of this Agreement renders the Agreement invalid.

Obligor/Provider:
 Apex Precision
 P.O. Box 440264
 Kennesaw, Georgia 30160
 800.316.7213

Administrator
 American Guardian Warranty Services, Inc.
 P.O. 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 | QUEST TOWING SERVICES (ON ROAD MOTORCYCLE/SCOOTER ONLY): 866.253.5824
 TO START A CLAIM ONLINE GO TO WWW.AGWS.COM**

POWERSPORT COVERAGE - MOTORCYCLE/ATV/SCOOTER/SNOWMOBILE/PERSONAL WATERCRAFT/SPORT BOAT

We will cover the necessary **Cost** of repairs for any **Failure to Your Vehicle**, less payment of the **Deductible** amount per repair visit selected on the **Information Page**, except for items and terms listed under **Exclusions-What is Not Covered** and **Options and Surcharges** that were not selected at the time of the **Agreement Purchase Date**.

VEHICLE FEATURES

HIGH LIFTER MODELS: If **Your Vehicle** is a High Lifter model, **We** agree to cover the manufacturer installed components, except for terms listed under **Exclusions-What is Not Covered**.

TURBO: If **Your Vehicle** is equipped by the manufacturer with a turbocharger/supercharger prior to the sale of the **Agreement**, **We** agree to cover the manufacturer installed components, except for terms listed under **Exclusions-What is Not Covered**. If **Your Vehicle** is modified or altered with components not installed by the manufacturer, **Your Vehicle** is ineligible for coverage and **Your Agreement** is void.

OPTIONS AND SURCHARGES

If selected on the **Information Page** of this **Agreement**, and a surcharge is paid, the following apply:

COMMERCIAL VEHICLES: This coverage applies to any motor vehicle that is used solely or partially for the generation of income or farm use. **Vehicles used for rental purposes are excluded from coverage.**

ELECTRIC DRIVE MOTOR: This option includes coverage for the vehicle control unit, information screen display, and electric drive motor(s). **This coverage is not available for Vehicles described as snowmobiles, personal watercraft, or sport boats.**

HVAC: When **Your Vehicle** is equipped by the manufacturer with HVAC prior to the sale of this **Agreement**, **We** agree to cover the manufacturer installed components, except for the terms listed under **Exclusions-What is Not Covered**. If **Your Vehicle** is modified or altered with components not installed by the manufacturer, **Your Vehicle** is ineligible for coverage and **Your Agreement** is void.

MODIFIED VEHICLES (LIFT KIT/OVERSIZED TIRES): When suspension modifications, alterations and/or oversized tires have been installed by the manufacturer or **Selling Dealer**, coverage for manufacturer specified parts remain in force when the lift is 3 inches or less and oversized tires do not exceed 3 inches more in circumference than the factory original size tire. **Vehicles with lifts or modifications or alterations greater than the stated specification are ineligible for coverage. If You modify the height or install oversized tires after the time of sale, the Vehicle is ineligible for coverage and Your Agreement is void. High Lifter models are not eligible for this coverage.**

ADDITIONAL BENEFITS FOR ON ROAD MOTORCYCLES AND SCOOTERS

PICK-UP AND DELIVERY: Pick-up and delivery charges up to \$100 will be reimbursed when a covered **Breakdown** disables **Your Vehicle**. Acceptable proof of payment is required.

RENTAL REIMBURSEMENT: If **Your On-Road Motorcycle** or **Scooter** become inoperable and must remain out of service for a covered **Breakdown** overnight at a repairer, **We** agree to reimburse **You** for rental transportation. Such expense is limited to \$30 per day for up to three days not to exceed \$90 per occurrence. In computing rental reimbursement, only authorized repair time for the covered **Breakdown** will be honored. *Example: 1-8 hours = one day rental reimbursement.* Acceptable proof of payment is required.

PARTS DELAY-ADDITIONAL RENTAL ASSISTANCE: The above rental benefit will be increased when repairs are delayed due to parts delay, provided that additional authorization is obtained from the Administrator. Additional rental coverage will be \$30 per day with a \$120 limit, except where prohibited by law. Proof of parts delay documentation may be requested.

TRAVEL INTERRUPTION ASSISTANCE: If a covered **Breakdown** requires **Your On-Road Motorcycle** or **Scooter** to receive delayed service in route more than 100 miles from **Your** residence, **We** agree to reimburse **You** up to \$125 per day for up to three days, not to exceed \$375, for lodging (hotels/motels) and meal (restaurants only) expenses. The date of the **Breakdown** will be considered the first day of the three-calendar day maximum period. The expense must be incurred between the time of the **Breakdown** and when repairs are completed. Acceptable proof of payment is required.

EMERGENCY ROADSIDE ASSISTANCE: All roadside assistance services are provided by **Quest Towing Services, 106 West Tolles Drive, St. Johns, MI 48879; 866.253.5824**. This benefit is available for up to \$100 per occurrence subject to the following coverage and limitations: (1) Towing Assistance: When towing is necessary for a non-covered **Breakdown**, **Your Vehicle** can be towed to the nearest repair facility. (2) Battery Boost: If **You** incur a charging system or battery discharge failure to **Your Vehicle**, **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**.

FOR EMERGENCY ROADSIDE ASSISTANCE UP TO \$100 PER OCCURRENCE

CALL QUEST TOWING SERVICES 866.253.5824

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.

WHAT TO DO IF REPAIRS ARE NEEDED

1. In the event of a Breakdown, you **MUST** use all reasonable means to protect Your Vehicle from further damage.

2. If Your Vehicle needs service, deliver the Vehicle to a repair facility, and authorize the diagnosis for the Breakdown. The repair facility must obtain Repair Authorization from Us prior to proceeding with any repairs. Provide the repairer with Your Vehicle Agreement Number and direct them to call Us for Repair Authorization at 844.812.2232. Claims Department hours are Monday through Friday, 8 AM - 6 PM CT. Instructions for Repair Authorization may also be obtained at agws.com and click "File a Claim" to initiate a claim.

3. **EMERGENCY REPAIRS** - If a covered Breakdown occurs at any time outside of the Claims Department 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 teardown or diagnostic time needed to determine whether Your Vehicle has a covered Breakdown. If You reasonably determine that You have a covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying the repair. You must then call the Administrator during the next available regular business hours so that the Administrator may determine whether there was a covered Breakdown. If the Administrator determines that there was a covered Breakdown, then We will pay You in accordance with the terms and conditions of this Agreement.

YOU MUST OBTAIN A REPAIR AUTHORIZATION NUMBER PRIOR TO INITIATING A COVERED REPAIR

Call 844.812.2232 for Repair Authorization or visit www.agws.com and click "Customer" then "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 to this **Agreement**. The benefits available under this **Agreement** are strictly provided to You for repairs to the Covered Vehicle. State rules where the **Agreement** was sold take precedent over these Terms and Conditions.

DEFINITIONS:

Administrator - means American Guardian Warranty Services, Inc, PO Box 768, Warrenville, IL 60555; (844) 812-2232; www.agws.com.

Obligor, Our, Us or We – mean **Apex Precision**, PO Box 440264, Kennesaw, GA 30160, 800.316.7213.

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

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

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 Breakdown at the discretion of the Administrator. Parts will be reimbursed up to manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards.

Deductible - means the amount that **You** must pay for covered repairs per repair visit. If repairs are conducted at the **Selling Dealer**, **Your Deductible** is \$0. If repairs are conducted at any facility other than the **Selling Dealer**, **Your Deductible** is \$50.

Failure, Breakdown or Mechanical Failure - means the failure of an original or replacement part, covered by this **Agreement**, to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's tolerance. **Included in the coverage is the cost for replacement of covered components resulting from the gradual reduction in performance due to normal wear and use when the wear exceeds the manufacturer's specifications.**

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

In-Service Date – means the date recorded by the **Vehicle** manufacturer as the starting point of the original equipment manufacturer's **Vehicle** warranty. If the original **In-Service Date** is unavailable, January 1st of the **Vehicle** model year will be deemed the original **In-Service Date**.

Post Delivery Sale - means purchase of the **Agreement** that occurs separate from the purchase of the **Vehicle** identified on the **Information Page**. **A physical inspection by the Selling Dealer and a 30-DAY WAITING PERIOD FROM THE AGREEMENT PURCHASE DATE APPLIES.** Proof of inspection may be required in the event of a claim. THE 30-DAY WAITING PERIOD WILL BE ADDED TO THE END OF THE AGREEMENT TERM.

Pre-Existing Condition - means a condition or **Breakdown** that occurred before **Your** purchase of the **Agreement**.

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**.

INSURANCE STATEMENT:

Our obligations are guaranteed by an insurance policy issued by Technology Insurance Company, Inc. In the event that **We** fail to pay a refund or authorized claim within 60 days after proof of loss is filed, **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:

1. You must perform the manufacturer's recommended maintenance including keeping receipts for materials and services from the date of purchase. You must use manufacturer recommended lubricants of the specified grade and viscosity rating and retain receipts that include date, mileage/hours, services performed, and service provider. These records may be requested by the Administrator for the investigation of a claim.

2. You must use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs.

3. You must authorize necessary labor time for the repairer to diagnose a Breakdown.

4. You should direct the repair facility to call the Administrator 844-812-2232 to report a claim. Instructions for Repair Authorization may also be obtained at agws.com and click "File a Claim" to initiate a claim.

YOU MUST OBTAIN REPAIR AUTHORIZATION FROM OUR CLAIMS DEPARTMENT

5. To receive reimbursement for Your authorized claim, You must submit the following within 60 days of approval: a) A copy of the original repair order signed by You, b) Proof of payment with a cash register receipt/credit card receipt/personal check copy; and c) When applicable, copies of the towing or rental receipts with proof of payment.

OUR RESPONSIBILITIES:

Subject to the Coverage Level and **Deductible** selected on the **Information Page** of this **Agreement**, the Limits of Liability and items found under **EXCLUSIONS-WHAT IS NOT COVERED**, the **Administrator** will reimburse for the **Cost** of necessary repairs. The **Administrator** reserves the right to inspect **Your Vehicle** to evaluate covered repairs.

EXCLUSIONS – WHAT IS NOT COVERED

THIS AGREEMENT PROVIDES NO COVERAGE OR BENEFITS FOR THE FOLLOWING:

1. PRE-EXISTING DAMAGE OR CONDITIONS.

2. Any part not covered by the full term of the manufacturer's warranty or that is specifically excluded by that warranty. Repairs covered under the original manufacturer's warranty whether or not that warranty was transferred to You. Any Cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls and service bulletins, or repair to any part covered by the Federal Emission Warranty.

3. The following parts and repairs are excluded: batteries, added on accessories, Vehicle frame and welds, bent frame members, bent shift forks, bent valves (unless caused by the failure of a covered component), carbon stuck valves or carbon stuck piston rings, carbon buildup. Ruptured or damaged rubber boots, friction clutch assembly, including pressure plate, clutch disc, clutch belt(s), clutch weights, clutch rollers, clutch pins, clutch bushings, clutch bearings, clutch levers, clutch sheaves, clutch spider, clutch wear blocks, clutch cable, clutch fork and throw out bearing, clutch retaining bolts, hydraulically equipped clutch master cylinder, clutch slave cylinder. Brake shoes, brake pads, brake drums, brake rotors. Tires, wheels (including under snowmobile track), alignment, shock absorbers (except the rear shock absorber on Vehicles described as Motorcycle (On-Road Only) on the Information Page), snowmobile skis-tracks, hyfax-slide rail/runner, final drive chain or drive belt, final drive sprockets, all belts, all lines and hoses, thermostat, all lubricants, refrigerants, coolants, fluids (unless required to repair a covered part), filters, lights and light mounting fixtures, LEDs (light emitting diode), all bulbs, fuses, anodes, all control cables. Exhaust system-except exhaust manifold(s), body panels, hull and deck, exterior/interior trim and surface coverings, moldings, paint, glass, all roof panels or coverings, decals, seat frame, cushions and upholstery. Mirrors, audio equipment (except factory/dealer installed), seals and gaskets (except on New Vehicles and Vehicles described as Motorcycle (On-Road Only) on the Information Page.) Fasteners or securing hardware unless required to complete a covered repair. Shop supplies or material charges, core charge(s), hazardous waste charges, administrative fees, miscellaneous charges and any repair to retrofit or replace components due to compliance with any law or legislation.

4. Maintenance services and parts described in the vehicle's owner manual for required service intervals based on the defined use of the vehicle. Parts include: Tune up, spark plugs, ignition wires, ignition points, distributor cap and rotor, PCV (positive crankcase ventilation). For two stroke engine equipped-pistons, piston rings, piston pins or wrist pins. Refer to the manufacturer recommended replacement intervals for periodic replacement.

5. Any covered repair not authorized in advance by the Administrator.

6. Repairs beyond those required to correct a Breakdown. The Cost of teardown, disassembly or reassembly when a Breakdown is not covered by this Agreement.

7. Repairs when Your Vehicle's odometer reading, or, hour meter does not reflect the true mileage/hours the Vehicle has been operated for whatever reason.

8. Repairs to seized or damaged engine due to continued operation after a failure is known or should have been apparent to the operator. You are responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operating the vehicle.

9. Damage caused by pre-ignition detonation, pinging, improper or contaminated fuel or improper engine adjustments.

10. Liability in excess of the actual cash value of the specified parts and of the labor for the repair or replacement thereof.

11. Damage caused by loss of oil, lubricant or coolant regardless of the cause.

12. Failure when vehicle is used for hauling a trailer(s) without manufacturer's recommended trailer towing equipment or hauling trailers in excess of rated capacity of the vehicle or failure to follow the manufacture's operator's manual.

13. Repairs resulting from fraudulent representations, collision, road hazard, off-road misuse, physical damage, abuse, negligence, neglect, racing, competition or speed events, hard or abusive operation including but not limited to wide open operation, high-speed acceleration, or shifting of transmission gears at high engine rpm. Vandalism, malicious mischief, riot/civil commotion, theft, substitution, flood, hail, lightning, reverse polarity, power surge, electrical overload, freezing, windstorm, fire, war, Acts of God or, loss that is normally covered by a standard Casualty or Physical Damage insurance policy whether or not that insurance policy is in force at the time of loss. Aesthetic damage including but not limited to scratches, paint deterioration, decal delamination, dents, chips, normal wear and use diminishment.

14. Repairs when the Vehicle is used for a commercial purpose including but not limited to rental, livery, taxi, ride sharing, for hire, for Vehicle pool or where the Vehicle has multiple operators, or the Vehicle is equipped with non-standard equipment to facilitate a commercial application. This also includes when Your Vehicle is used for commercial snow plowing, police, fire, emergency services, deliveries, construction, commercial hauling, postal service. If the Commercial Use box is checked on the Information Page and a surcharge is paid, the commercial use exclusions, with the exception of rental usage, will not apply to vehicles used solely for the generation of income or farm use. Vehicles used for rental purposes are excluded from coverage even if the optional Commercial Use coverage is selected.

15. Repairs when the 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.

16. Repairs because of or involving modifications, alterations, or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the Vehicle manufacturer or made in conjunction with the retail sale of the Vehicle and this Agreement by the Selling Dealer. Installation of electronic programmers, controllers or re-programming that results in alteration of manufacturer designed Vehicle performance characteristics renders this Agreement void.

17. Repairs required because of technician negligence, sludge or carbon deposit build up, rust, corrosion, electrolysis, or failure to maintain required levels of lubricant or fluids. For the use of improper specification or grade of lubricant as recommended by the manufacturer and failure to provide proof of performing manufacturers recommended maintenance.

18. High Lifter models are ineligible for the Lift Kit/Oversized Tire coverage option and surcharge.
19. Repairs to any Vehicle if the suspension lift is greater than 3" from the manufacturer original Vehicle height or the tire diameter is greater than 3" in circumference than the manufacturer installed tire diameter.
20. Failure of any parts covered in this contract if any hi-performance, competition or other non-standard equipment has been installed in described vehicle or if any engine parts as supplied by vehicle manufacturer have been disconnected or altered to increase performance.
21. 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 contract does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the contract) and attorney's fees. Incidental or consequential damage.
22. Damage to a covered component resulting from a failure of non-covered component.
23. Any failure occurring outside the United States of America or Canada.
24. The total cost of covered labor and parts in excess of the actual cash value of the vehicle at the time of the repair or failure.
25. 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.
26. Repairs that are covered under a part supplier warranty, a repairer's guarantee or another Service Agreement provider's coverage.
27. Service adjustments and cleaning, reprogramming unrelated to the repair of a covered Breakdown. Repositioning, refitting, adjustment or alignment not required to complete a covered Breakdown. All maintenance services, HVAC recharge or servicing requirements not related to a covered failure.
28. Your Vehicle is ineligible for coverage if it is identified as a Gray Market-import/Non-U.S. specification model, has been branded; manufacturer defective, total loss, rebuilt, flooded or where the Vehicle odometer/hour meter reading is beyond mechanical limits.
29. 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.
30. WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

LIMIT OF LIABILITY:

The Maximum Limit of Liability per loss shall be equal to the actual cash value of the Vehicle at the time of failure. The Aggregate Limit of Liability shall not exceed the purchase price of the Vehicle or \$75,000, whichever is less. This Agreement is for the sole benefit of You and applies only to the covered Vehicle. In no event shall the Administrator 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 unless another location is mutually agreed upon by all parties. The laws of the state in which this Agreement was sold will govern the interpretation and enforcement of this Agreement. Rules and forms related to arbitration may be obtained 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. Recovery of incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, and attorney fees are excluded from this Agreement. 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:

New Vehicles: The time limits of the Term Selected start on the Original In-Service Date and shall terminate when the length of time exceeds the Agreement Term Selected as described on the Information Page.

Used Vehicles: The time limits of the Term Selected start on the Agreement Purchase Date on the Information Page and shall terminate when the length of time shown in Term Selected passes as described in on 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 or Administrator including the following: a) the Agreement Number; b) Vehicle Identification Number; and c) a signed statement certifying the current Vehicle odometer or hour reading. You may call Us at 844.812.2232 or visit Our website at www.agws.com with any questions.

1. If this Agreement is cancelled within 30 days of the Agreement Purchase Date, We will refund the full Agreement Purchase Price, 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 or miles driven, whichever is greater, 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 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.
4. If **You** cancel, any refunds owed will be paid or credited no more than 45 days from the date the **Obligor** or the **Obligor's** designee receives notice of the request to cancel 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 this **Vehicle**, this **Agreement** shall terminate. **You** may apply to transfer this **Agreement** to the new owner that is a private party and not a dealer or entity in the business of selling, trading or leasing vehicles, within 30 days of the date of sale. To transfer this **Agreement**, submit the following to the Administrator: 1) check for a \$50 transfer fee payable to the Administrator; 2) copy of the Information Page of this **Agreement**; 3) signed affidavit stating the date of sale, the odometer reading, and the new owner's name, address and telephone number; and 4) copies of **Your** maintenance documents for the Covered **Vehicle**. 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 separately from the Covered **Vehicle**, nor can it be assigned to a new or used retail seller or anyone other than an individual person that purchased **Your Vehicle**. Proof of continuation of regular maintenance will be necessary in the event of a claim. This **Agreement** may only be transferred once.

NOTICE TO CONSUMERS:

- Purchase of this **Agreement** is optional, cancellable, and not required to purchase, lease, or finance a vehicle.
- The benefits provided may duplicate manufacturer or seller's warranties that are automatically included with every sale. **You** may be required to pursue those warranties, which are available to **You** without this **Agreement**.
- The terms of this written **Agreement** control the entire **Agreement** between **You** and **Us**. No alterations, changes, modifications, or waivers of provisions may be made to this **Agreement**.
- This **Agreement** is based on information **You** provided on the Information Page. Misrepresentation on the Information Page will result in rejection of this **Agreement**.
- If a provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.
- This **Agreement** is a service contract and is not an insurance policy, warranty, or guarantee.
- **Payment Plan:** Where permitted by state law, the settlement of any claim may first be applied to reduce any unpaid, outstanding balance on an **Agreement** that has been financed.

STATE REQUIREMENTS

This **Agreement** is amended as indicated after each state. Diligent effort is made to include all state notices as they become effective, but in cases where a state's notice is not present on this printing of the **Agreement**, state law will take precedence over the terms and conditions of this **Agreement**.

This **Agreement is not available in Florida or Washington.**

Alabama: The definition of **Obligor, Our, Us** or **We** is deleted and replaced with **Obligor, Our, Us** or **We** 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**.

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.