





## 8 YEARS AND UNDER AND 100,000 MILES AND UNDER MTH CERTIFIED WARRANTY

| CONTRACT HOLDER INFORMATION |       |               |
|-----------------------------|-------|---------------|
| NAME                        | PHONE | EMAIL ADDRESS |
| CO-BUYER NAME               | PHONE | EMAIL ADDRESS |

| VEHICLE INFORMATION |                          |            |      |
|---------------------|--------------------------|------------|------|
| MAKE                | MODEL                    | YEAR       | VIN# |
| DATE OF PURCHASE    | CURRENT ODOMETER READING | LIENHOLDER |      |

| DEDUCTIBLE   EXPIRATION   |
|---|
| Deductible: \$0 at MTH -    Expiration Date: _____ or Miles on Odometer _____ |

| QUALIFYING MTH CERTIFIED COVERAGE   |
|---|
| <b>Included</b> 30 days Comprehensive Warranty & 60 Day Wrap Powertrain Warranty <u>OR</u> 3,000 miles from Date of Purchase and Current Odometer Reading, Whichever Comes First. |

#### Terms and Conditions

The OBLIGOR under this VEHICLE Warranty ("CONTRACT"), referred to at times as "WE", "US" or "OUR", is Minnesota Truck Headquarters (YourMTH), 1805 Hwy 23 E, St. Cloud MN, 56304. The telephone number is 1-320-230-6064. This CONTRACT becomes effective on the contract purchase date unless rejected due to misrepresentation, fraud, or abuse and neglect of vehicle during the entirety of this contract from the date of purchase. This CONTRACT expires at the expiration of the day or miles described in above terms and agreed to, or as of the date the VEHICLE is sold to a new owner and this CONTRACT is not transferred, whichever occurs first. It is expressly understood that WE may wish to contact YOU before any authorization for repairs is given. YOU shall not rely on representations (oral or written) from anyone with respect to COVERAGE under this CONTRACT and must rely on the terms and conditions herein. This CONTRACT is limited to Mechanical Breakdowns only and not Preventative Maintenance. This CONTRACT is only valid if purchased in conjunction with the purchase of an eligible MTH Certified VEHICLE. The OBLIGOR will have no liability for anything other than the obligations expressly delineated in this CONTRACT. THIS CONTRACT IS NOT AN INSURANCE POLICY.

#### Definitions

**MECHANICAL BREAKDOWN:** The inability of any covered part to perform the function for which it was designed due to defects in material or the original manufacturer's workmanship. MECHANICAL BREAKDOWN does not include the gradual reduction in operating performance where a failure has not occurred.

**PLAN COVERAGE:** The type of COVERAGE provided to you and agreed to by US as set forth under this CONTRACT.

**PLAN TERM:** The term duration selected by YOU and agreed to by US as set forth under this CONTRACT on the DECLARATION PAGE. Time and mileage are measured from the CONTRACT purchase date and mileage is in addition to the mileage listed on the odometer at the CONTRACT purchase date.

**VEHICLE:** The VEHICLE described on the DECLARATION PAGE that is covered under this CONTRACT, regardless of whether the VEHICLE has been previously owned, sold, or titled.

**YOU, YOUR:** The CONTRACT holder shown on the DECLARATION PAGE of this CONTRACT.

**CLAIM:** A demand by YOU for benefits under this CONTRACT.

#### 30 Day OR 3,000 Mile Comprehensive Warranty Coverage

**Includes ANY MECHANICAL BREAKDOWN of any VEHICLE parts, except for the exclusions listed under the "What is Not Covered" section.** The OBLIGOR will pay 100% of Parts and Labor for a covered Mechanical Breakdown at a YourMTH repair facility.

|                    |      |  |      |
|--------------------|------|--|------|
| Seller's signature | Date | Contract holder's (Your) acceptance of the above terms | Date |
|--------------------|------|--|------|

### 30 Day OR 3,000 Mile Wrap Powertrain Warranty Coverage Plus Seals and Gaskets

**INCLUDES the MECHANICAL BREAKDOWN of a covered part listed below ONLY, We agree to pay for the Cost of parts and labor to repair or replace a covered part listed below for each component subject to the terms, conditions and limitations herein. A covered part has failed when it can no longer perform the function for which it was designed and not because of the action, inaction or failure of any non-covered parts. The OBLIGOR will pay 100% of Parts and Labor for a covered Mechanical Breakdown at a YourMTH repair facility.**

- 1. ENGINE:** The following stated components are covered. All internally lubricated parts of engine, including pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The Engine Block and Cylinder Heads are not covered unless damaged by an above listed internally lubricated covered part. **Diesel Engine:** Turbocharger, Fuel injection pump.
- 2. TRANSMISSION:** The following stated components are covered. Internally lubricated parts of manual or automatic transmissions, including, oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers. The Transmission/Transaxle case and the torque converter are not covered unless damaged by an above listed internally covered part.
- 3. TRANSFER CASE:** The following stated components are covered. Repair or replacement of internally lubricated parts. The transfer case housing is not covered unless damaged by an above listed internally lubricated covered part.
- 4. DRIVE AXLE: Front Wheel Drive Equipped:** Drive axle housing and all internally lubricated parts including carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts. **Rear Wheel Drive Equipped:** Drive axle case and all internal lubricated parts including carrier, ring and pinion gears, gear sets, bearings bushings, limited slip clutch pack, axle shafts. **Four Wheel Drive/All-Wheel Drive Equipped:** When selected on the **Information Page**, all components listed under Front Wheel and Rear Wheel Equipped are covered.
- 5. SEALS AND GASKETS:** All seals and gaskets for the above named components except when the cause of failure is the result of overheating, lack of lubrication or lack of required fluids. Minor Loss of fluid or seepage is not considered a Mechanical Breakdown and is not covered.

#### Contract Holder Obligations

YOU are responsible for authorizing and paying for any tear-down or diagnosis time needed to determine if the VEHICLE has a covered breakdown. If it is subsequently determined that the repair is needed due to a covered breakdown, the OBLIGOR will cover such diagnostic or tear-down charges per approved CLAIM. If the failure is not a covered breakdown, YOU are responsible for payment of such tear-down or diagnosis. If a breakdown occurs, use all reasonable means to protect the VEHICLE from further damage whether there is COVERAGE under this CONTRACT or not. This may require YOU to stop the VEHICLE, turn off the engine, and have the VEHICLE towed. There is no COVERAGE under this CONTRACT for YOUR failure to protect the VEHICLE. Failure to protect the VEHICLE is not limited to continued operation after mechanical failure. Other acts of neglect by YOU may constitute a failure to protect.

#### What is Not Covered

- 1) Rental Assistance, Trip Interruption, and Roadside Assistance, including but not limited to, Towing, Winching, Jump Starts, Flat Tire Changes, Fuel Delivery, or Lockout Services are not covered under the terms of this contract.
- 2) Glass, body structure, frame, bright metal, bumpers, sheet metal. Exterior door handles, hinges. Moldings, ornamentation, paint. Repairs or adjustments to correct squeaks, air, wind, and water leaks. Weatherstrips, body sealants, glass and body adhesives. Vinyl tops, convertible tops and plastic/glass window panels, upholstery, trim, carpeting and floor coverings, mats, dash pads, console, air bag(s), side view and rear view mirror housing and glass, reflector, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio.
- 3) Tires, Rims, Batteries (except Hybrid Drive Battery when Optional Coverage has been selected on the Information Page), all belts, all hoses, all lines, all filters and PCV. Ignition wires, distributor cap, spark plugs, glow plugs, tune ups, wiper blades, tires, wheels, wheel covers, wheel balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads, brake shoes, brake rotors, brake drums, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder. Fuses, light bulbs, sealed beams, HID & LED bulbs, and lenses (except when the Lighting Optional Coverage has been selected on the Information Page), exhaust system including catalytic converter(s) and charcoal canister.
- 4) Any normal maintenance parts replacement or service including, but not limited to, tune-ups, carburetor adjustments, oil changes (except for maintenance coverage if the option was selected and paid for), chassis lubrication, flushes, engine adjustments, fuel system cleaning, spark plugs and wires, glow plugs. Damage caused by torn constant velocity joint boots, or any other protective type boot on any part.
- 5) Imperfection in paint, trim or other appearance items, squeaks, rattles, wind noises, water leaks, body alignment, door alignment, glass alignment, weather strips, trim moldings, bright metal, chrome, upholstery, interior plastic parts, interior maintenance, carpet, paint, outside ornamentation, bumpers, sheet metal, vinyl and convertible tops and assemblies, door hinge assemblies.
- 6) Incidental or consequential damages or loss caused by a breakdown of parts (or otherwise) including, but not limited to, property damage, personal injury, inconvenience, and loss of VEHICLE use. Punitive damages. Covered parts when damage is caused by non-covered parts. Non-covered parts even when damage is caused by covered parts.
- 7) Repairs or losses covered by manufacturer warranties, manufacturer recalls, and factory service bulletins. This CONTRACT is inclusive of manufacturer warranties. Any warranty on parts, labor or both from any party other than the OBLIGOR supersedes this CONTRACT. If the VEHICLE or specific part on the VEHICLE has a warranty, YOU are responsible for seeking COVERAGE from the entity that provides the warranty. YOU are then subject to the terms and conditions of that warranty. The OBLIGOR has no liability for that repair or any costs or inconvenience associated with that repair.
- 8) Repairs beyond those required to correct a Breakdown. Any covered repair not authorized in advance by Us. Damage caused by continued operation of an impaired Vehicle. Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations. Overloading the Vehicle beyond the manufacturer's recommended capacity.
- 9) Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, oxidation, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
- 10) Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage.
- 11) All components not originally installed at the time of purchase by YourMTH or any component installed that modifies the vehicles use for snow plowing purposes.

**LIMIT OF LIABILITY: The limit of liability per repair visit shall in no event exceed the Actual Cash Value of the Vehicle at the time of claim. The Actual Cash Value is determined using the NADA Guide for Retail Value.**

**AGGREGATE LIMIT OF LIABILITY: The total of all benefits paid or payable while this Agreement is in force shall not exceed the Vehicle sales price (excluding tax, title, license fees and financing charges) at the time of purchase.**

#### Minnesota:

The following is added to **YOUR CONTRACT as applicable:** Minnesota Statute 325F.662, subd.2, provides for express warranty coverage on used vehicles as follows: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first. All **COVERAGE** provided for **YOUR VEHICLE** under this **CONTRACT** shall exclude coverage currently in force under any express warranty providing the same coverage for such **VEHICLE** as outlined above.