

ENGINE LAST VEHICLE PRODUCT WARRANTY

UL UEW UL UEW1 (05/2009)

Vehicle Product Warranty Agreement #ELPW _____

Seller Information			Purchaser Information		
Name: SAMPLE			Name: SAMPLE		
Address: SAMPLE			Address: SAMPLE		
City: SAMPLE	State:	Zip: SAMPLE	City: SAMPLE	State:	Zip: SAMPLE
Phone: () SAMPLE		Fax/Email:	Phone: ()		Fax/Email:
Vehicle Information			Engine Type	Term and Benefit Activation	
Year: SAMPLE	Make:	Model:	<input type="checkbox"/> Gasoline Engine	3 Year / 36,000 Miles	
VIN# (17 digits): SAMPLE			<input type="checkbox"/> Diesel Engine	Benefit Activation is 14 Days & 500 Miles	
Mileage: SAMPLE	Commercial Use <input type="checkbox"/>	\$50 Surcharge			
Engine #:SAMPLE			Exp Date, Midnight, MST	OR	Odometer Exp Miles
Product Price: SAMPLE		Purchase Date: SAMPLE			
Seller Signature: SAMPLE		Used Engine Price: SAMPLE	Undersigned understands and agrees to adhere to terms and conditions as set forth below. Purchaser Signature: Accepted as Credit card authorization		

Benefit Activation:

The oil must be changed and product added within 14 days of receipt of the vehicle rust protection kit in order to activate warranty coverage. Benefits begin on the 14th day & 501st mile after the activation has been completed. The company will ship the rust preventative kit to the purchaser of this product warranty at the purchasers address as soon as funds have been received from the issuing seller. This kit will contain the product, a copy of your E-Last Vehicle Product Warranty and an instruction sheet. Benefits under this contract will not be covered until EngineLast Industries Inc has received the proper funds from the issuing seller. Any claims occurring prior to receiving such funds will be considered pre-existing and will not be covered.

Coverage Information: Coverage expires 36 Months from purchase date or 36,000 miles from odometer at time of used engine installation; whichever comes first.

Covered Components:

Engine: The following components of gasoline or diesel engines: piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters and rocker arm shafts. The engine block and cylinder heads are covered only if damaged by a Covered Component.

Seals & Gaskets: Seals and gaskets are replaced only as part of repair or replacement of Covered Components. Leaking gaskets or seals are not covered.

General, Key Terms & Conditions:

Labor: Labor for covered repairs will be paid at the flat rate time published in a nationally recognized labor guide at a maximum of \$65/hour.

Replacement Parts (Including Engine): In case of a total breakdown of a part or engine, the Administrator's obligation is limited to repairing or replacing broken Covered Components. It is the Administrator's decision to replace the engine or to replace part(s) that are covered under this contract. If replacement of an engine is required and a replacement engine is not available we reserve the right to pay in cash the cost of replacement engine's value. Replacement of any parts or engine will be done only once under this contract.

Refund Procedures: This product warranty is not cancelable or refundable.

Transferability: This product warranty is not transferable to another purchaser or another engine.

Administrator's Right To Terminate Benefits: In the event of a claim, Administrator reserves the right to terminate the benefits of this product warranty upon the discovery of fraud or misrepresentation of a material fact by the Purchaser or the Purchaser's representative. Evidence of fraud or misrepresentation is forwarded to the proper state and federal authorities. Any Vehicle used in the commission of a crime will have all benefits terminated.

Maintenance Requirements:

1. Change oil every 3,000 miles or 3 months, whichever comes first after the initial oil change and product installation. This must be done by a commercial lubrication facility.
2. Purchaser may not have their required maintenance performed by a service facility that is owned or operated by the Purchaser. Purchasers cannot perform their own maintenance for product warranty requirements.
3. Acceptable records documenting Purchaser's adherence to the Vehicle manufacturer's required maintenance are required in the event of a claim.
4. Acceptable records must be: issued on the date of maintenance, issued in the name of Purchaser, be signed by Purchaser, be electronically generated, issued by the commercial lubrication service facility performing the maintenance, include mileage, date, Vehicle identification number, year, make and model, and include a record of payment and service performed. Any handwritten information on records, receipts or repair orders, pertaining to or documenting required maintenance are not acceptable.

Exclusions:

1. Breakdown or failure of any listed Covered component prior to Benefit Activation is not covered.
2. Any and all claims or damage resulting from: abuse, negligence, freezing, overheating of any type, failure to maintain proper coolant, fluid, refrigerant, or lubrication levels, personal damages, per diem expenses, storage fees, medical expenses, telephone or rental charges, fire, flood, vandalism, theft, collision, acts of God, competition or racing, usages not approved by the Vehicle manufacturer, improper load capacity, or improper towing, damages caused by contaminated fluids, coolants, or lubricants for any reason, misuse, road conditions, riots or acts of war. Excessive oil consumption and diminished performance are not covered. Leaking seals, gaskets or fittings are not covered. Vehicle components that require normal manufacturer's recommended replacement intervals are not covered. Benefits are not active until all applicable fees or installment payment plan confirmation has been received by the Administrator.
3. Pre-existing conditions and problems that occur prior to the Benefit Activation date and mileage are not covered. Covered Components that are worn or burned but NOT broken are not covered. Broken Covered Components

are defined as Components that have cracked or separated into pieces. Covered Components that are flaking or have been damaged by excessive heat or scoring are not covered.

4. Any component not listed as a Covered Component, is not covered. Damage to a Covered Component due to a Non Covered Component failure is not covered.

5. Incidental and consequential damages are not covered.

6. Vehicles with: a non-functioning odometer, a diesel engine manufactured before 1990, a rotary engine, alterations not approved by the manufacturer including, but not limited to, oversized or undersized tires and lift kits, and vehicles used for commercial purposes are not eligible for coverage under this product warranty.

7. Claims occurring outside the United States are not covered.

8. Once a claim has been initiated, the Purchaser may not continue to operate the Vehicle until a claim decision has been made. Continued operation will void the claim.

9. Any work or repair done to Vehicle without prior written authorization from Administrator is not considered an authorized claim.

10. Freight is not paid under this contract on any parts or engine claims.

11. Towing & Diagnostic charges are not paid under this contract.

12. Breakdown or failure means totally inoperable. It does not mean a decrease or gradual reduction in the parts performance due to normal or abnormal wear and tear.

13. Commercial use is not covered unless box is checked and the surcharge is paid.

14. Breakdown caused by mechanical alterations not meeting manufacturer's specifications.

15. Breakdowns covered by factory recall.

16. Any covered part which is not broken or inoperable, which a repair facility recommends or required to be repaired or replaced.

17. Breakdowns to a covered part already replaced under the contract.

18. Liability for tear down is the customers responsibility.

19. Defective parts must be made available for inspection upon the claims Administrator's request.

20. Breakdowns caused by excessive wear and tear for the year and mileage of vehicle are not covered under this contract.

Limited Liability:

Limit of liability is \$2,500 (aggregate) or the actual cash value of Vehicle whichever is the lesser amount at time of claim as determined by the low book amount in either KBB or the NADA Guide at company's discretion.

Claim Procedure:

1. For fastest claims service, take Vehicle to an ASE certified service facility and have them visit www.elastwarranty.com. Claims can also be initiated by calling, 888-222-0078. Be sure that no work is started until proper written authorization has been received from Administrator.

2. Acceptable maintenance records are required. Handwritten records are not accepted.

3. Seller has no authority to amend or modify the terms of this agreement, not approve or deny any claims.

4. Upon claim settlement approval, only a signed, completed repair order is accepted by Administrator.

5. Purchasers with claim related questions can contact Administrator's Claim Specialists by calling, 888-222-0078 or sending an email to: claimsupervisor@elastwarranty.com.

6. All claims or disputes relating to this Product Warranty Agreement or the breach thereof shall be decided by binding arbitration unless you or us agree otherwise. Arbitration shall be specifically enforceable under the prevailing arbitration law. We agree to use 1arbitrator mutually acceptable to you and us, and arbitration must be held in Flathead County, Montana. Written notice of the request for arbitration must be filed with us no later than 1 month after the claim or dispute arises. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The costs of arbitration if decided upon will be 50% of the cost of the arbitrator by each party. Any other costs will be paid by the warranty purchaser.

7. If you have any legal claim against EngineLast, and arbitration is rejected, you agree that any action, claim or suit shall only be brought in the District Court, Flathead County, Montana. If you bring any such action, claim or suit against us in any court or forum other than in Flathead County Montana, we can seek dismissal of your action, claim, or suit and require that it be maintained in Flathead County Montana.

This Agreement is a product warranty and is not insurance and is not subject to state insurance laws.
This product warranty is administered by: EL Warranty Services