

Used Vehicle Limited Warranty

Car Hop agrees to repair or replace any Covered Part of the above vehicle upon failure or malfunction of a Covered Part specified below, subject to the following terms, conditions, exclusions and limitations:

Warranty Coverage: The Limited Warranty covers the Vehicle's systems and components specified as Covered Parts below and only to the extent of your use of the Vehicle. This Limited Warranty is not transferable to, nor enforceable by, any other person. The Limited Warranty applies only if the Vehicle is purchased primarily for personal, family or household use.

Warranty Term: This Limited Warranty covers the Vehicle, as described, for a period of 18 months from the date of this Contract, or 18,000 miles after the expiration of California's required limited warranty (see Additional Coverage section), whichever occurs first.

Covered Parts: Car Hop will pay the total cost of the parts and labor necessary to repair or replace Covered Parts pursuant to this Limited Warranty if the defect or malfunction in the Covered Part is caused by a mechanical breakdown or failure under normal service and use (the inability of any Covered Part to perform its designed function). The Covered Parts include:

- **Engine** - all internally lubricated parts, intake manifolds, engine block, rotary engine housings, ring gear, cylinder heads, fuel pump, oil pump, timing gears and chain, valve covers and water pump;
- **Transmission and Transaxle** - all internal parts, seals, gaskets, torque converter and transmission case;
- **Front and Rear Wheel Drive Components** – on front-wheel drive and rear-wheel drive vehicles: the axle housings and internal parts, drive shafts, retainers and universal and constant velocity joints.

Additional Coverage. In addition to the warranties provided above, California law requires that the following parts be treated as Covered Parts under this Limited Warranty. Car Hop will not charge you for the cost of repairs or for inspecting the Vehicle, tearing down the engine transmission or other part, or for any deductible. Car Hop will pay 100% of the total cost of the parts and labor necessary to repair or replace the Covered Parts identified above and the following parts for a period of 30 days from the date of this Contract or 1,000 miles beyond _____ (the vehicle odometer reading today), whichever occurs first.

- **Engine Cooling System** – the radiator and water pump;
- **Alternator, Generator, Starter, and Ignition System (not including the battery);**
- **Braking System** - the master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brakes calipers;
- **Front and Rear Suspension Systems** - wheel bearings; upper and lower ball joints;
- **Steering System and Components** - power steering pump; all internal parts within rack and pinion;
- **Seatbelts;**
- **Inflatable Restraint Systems (installed on the vehicle as originally manufactured);**
- **Catalytic Converter and Other Emissions Components necessary for the Vehicle to pass a California Emissions Test;**
- **Heater;**
- **Seals and Gaskets (on components described above);**
- **Electrical, electronic, and computer components (to the extent that those components substantially affect the functionality of the components described above).**

Deductible: After California's required limited warranty period expires, for all repairs made under this warranty in a single repair visit, there will be a \$75.00 deductible charge to you. You will pay that amount to the repair shop. Only one deductible applies if the failed Covered Part(s) cannot be repaired on a single visit. This deductible does not apply to the Additional Coverage in the preceding paragraph provided pursuant to California law.

Warranty Exclusions: This Limited Warranty does not cover

- Any and all parts not expressly specified immediately above under the heading Covered Parts;
- Repairs covered by any manufacturer's warranty or recall program as well as repairs of a Covered Part because of collision, abuse, or your failure to properly maintain the Vehicle in accordance with the manufacturer's recommended maintenance schedule; the lack of appropriate fluid levels (e.g., oil, water, transmission fluid); continued operation of the Vehicle after the occurrence of a mechanical breakdown or warning light notice; modification of the Vehicle from or operation of the Vehicle in a manner that is not in conformance with the manufacturer's specifications or intended use; improper or contaminated fuel; negligence, theft, vandalism, or acts of nature or God;
- AFTER THE EXPIRATION OF THIS LIMITED WARRANTY, CAR HOP DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

YOU ARE NOT ENTITLED TO RECOVER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

Our Obligations: In the event of a malfunction, defect, or failure of a Covered Part, Car Hop, or Car Hop's designee, will (1) repair or replace the Covered Part, (2) reimburse you for reasonable costs of repairs, or (3) at Car Hop's election, cancel this Contract, accept return of the Vehicle and provide a refund to you less any reasonable amount for any damage sustained by the Vehicle after the date of this Contract, but excluding any amount due to damage caused by any nonconformity with this Limited Warranty. Car Hop may, at its sole discretion, use new, used or remanufactured parts. The timeliness of the repairs may be affected by the availability of replacement parts.

Your Obligations: In order to obtain repairs or replacements under this Limited Warranty, you must:

- Promptly notify Car Hop at _____ of any failure, malfunction or defect in any Covered Parts within the Warranty Term;
- Bring the Vehicle, within a reasonable time, to a vendor selected by Car Hop, for inspection and repair;
- Obtain the consent of Car Hop before having repairs completed by anyone other than a vendor selected by Car Hop;
- Authorize in writing all repair work to be performed under this Limited Warranty;
- Allow Car Hop to inspect the Vehicle both prior to and after a service/repair is performed pursuant to a claim under this Limited Warranty;
- Provide proof, in the form of service receipts, of having properly maintained the Vehicle in accordance with manufacturer's recommended maintenance schedule.

State Law Limitations: Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

This Limited Warranty is between you and Car Hop. Car Hop retains all obligations under this Limited Warranty upon assignment of this Contract.