

B. COVERAGE OPTIONS:

- i. **ENGINE ONLY (includes items listed in A. i. - iii.):** Internally lubricated parts limited to bearings, cam followers, camshaft and cam bearings, connecting rods, connecting rod bearings, constant velocity valve, crankshaft, hydraulic lifters, intake and exhaust valves and valve guides, main thrust washers, oil pan, oil cooler and housing, oil pump housing and gears, oil pump pick up screen and tube, oil pump pressure relief springs and valves, pistons, piston rings, piston oil cooling jets, pushrods, rocker arms, rocker arm shafts, timing chain and gears, timing chain tensioners, timing gear cover, valve keepers (locks), valve retainers, valve springs, valve cover, and wrist pins. The following related components are covered: exhaust manifold, flywheel housing, intake manifold, thermostat housing, and vibration dampener. The engine block, cylinder liners, and cylinder heads are covered only if damaged by a covered component.
 - ii. **HYBRID/ALTERNATIVE COMPONENTS:** TrüNorth™ approves certain OEM and non-OEM add-on components and systems designed to extend oil change intervals; deliver alternative fuels such as CNG, LNG, and others; reduce fuel consumption or reduce component heat, wear, and failure. Use of these products does not void this Warranty Agreement as long as their use is approved, in writing, by TrüNorth™ prior to the Warranty Agreement acceptance. These components and systems are not automatically covered by this Warranty Agreement. Any initial failure and resulting progressive damages of any kind traced to these components must be addressed by the component(s) manufacturer's warranty.
 - iii. **APPLICABLE FLUIDS, PARTS, TAXES AND LABOR.**
 - iv. **ENGINE AND TRANSMISSION ONLY (includes components listed in A. i. - iv.):** Internally lubricated parts of the Manual or Automatic transmission including bands, bearings, blockers, bushings, drums, gear sets, governor, oil pump, shaft(s), shift forks, synchronizers, thrust washers, torque converter, and valve body. The transmission case is covered only if damaged by a covered component.
 - v. **ENGINE, TRANSMISSION, AND DIFFERENTIALS (includes components listed in A. i. - v.):** Internally lubricated parts including axle shafts, bearings, bushings, carrier case, gear sets, limited slip clutch pack, as well as power divider bearings, gears, shafts, and shift fork. The differential housing is covered only if damaged by a covered component.
- C. AGREEMENT PERIOD:** The term of this Agreement is based on the time or mileage selected on page one. The term begins on the Signed Agreement Date. The term expires when its time or mileage limit is reached, whichever occurs first. This Agreement may be transferable to another person or company ONLY with an approved inspection and paid fee to TrüNorth™, the Authorized Administrator. For transfer questions, contact Customer Service at 800-903-7489.
- D. THE STANDARD DEDUCTIBLE PER COVERED CLAIM OCCURENCE IS \$300.**
- E. TOWING REIMBURSEMENT:** Reimbursement will be calculated to the Original Equipment Manufacturer (OEM) dealer or certified repair facility, whichever is nearest to the breakdown origin. This is an added service for valid and approved claims. There is a \$350 limit per covered occurrence and a limit of three occurrences per warranty term.
- F. REQUIRED MAINTENANCE: Required Maintenance begins on the Warranty Agreement Date and continues until all component coverage expires. TrüNorth™ has the right to deny warranty coverage if the required maintenance is not performed according to these requirements.**
- i. **Customer must have services completed by an OEM dealership or a licensed service facility.**
 - ii. **Customer must keep all receipts and work orders to verify that the required maintenance was performed accordingly.** These receipts must include correct Vehicle Identification Number (VIN), the mileage at time of service, and date of service
 - iii. **Class 3 - 7** requires the engine oil and filter to be replaced by a licensed service facility every six months or 15,000 miles (whichever occurs first) with a ten day or 1,500 mile tolerance.
 - iv. **Class 8** requires the engine oil and filters to be replaced by a licensed service facility every six months or 25,000 miles (whichever occurs first) with a ten day or 2,500 mile tolerance.
 - v. **Transmission and Differential** fluids must be replaced at least twelve months from the Warranty Agreement Date.

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- G. CLAIM PROCEDURE AND BREAKDOWN RESPONSIBILITIES:** Breakdown means the failure of any original or replacement part covered by this Agreement as it was originally designed to work in normal service with proper maintenance as recommended by the manufacturer and mandated by this Warranty. A component will be deemed failed or worn out when wear exceeds manufacturer's tolerable limits. TrüNorth™ will pay for parts and labor necessary to repair or replace the approved covered parts. These charges shall not exceed the manufacturer's suggested retail price for parts. Labor allowances are derived from the nationally recognized labor time schedules. Replacement parts will be the same quality as the covered parts and may include new, remanufactured, or used parts at TrüNorth™'s discretion.
- i. **If breakdown occurs, please call TrüNorth™ Claims at 800-903-7489 ext. 820 - 24 hours a day/7 days a week.**
 - ii. Customer must obtain Authorization From TrüNorth™ Prior to Beginning Any Covered Repairs.
 - iii. A claim must be filed within seven days of component failure with TrüNorth™ Claims at 800-903-7489 ext. 820.
 - iv. Customer must authorize the repair facility to perform necessary diagnostic work. Customer will be responsible for the costs of diagnostics if the breakdown is not covered.
 - v. Customer must furnish TrüNorth™ with all information as TrüNorth™ requests and provide proof of vehicle's regular maintenance as required in this Warranty Agreement (See G. Required Maintenance) within three business days from the day of request. Documented and verifiable proof that the Required Maintenance was performed will be required prior to any authorization for repairs. If customer fails to provide any requested documents within this time period, TrüNorth™ reserves the right to deny any claim.
 - vi. Upon the report of a claim, customer and/or the repair facility must follow up with TrüNorth™ within five business days with estimates, pictures, and/or anything requested by the TrüNorth™ Claims Administrator. If neither customer nor the repair facility contacts TrüNorth™ within this time period, TrüNorth™ reserves the right to deny claim.
 - vii. Allow TrüNorth™ to examine/inspect the vehicle if requested.
 - viii. Final decisions regarding the initial cause of failure are determined by TrüNorth™.
 - ix. Claims are paid directly to the repair facility only.

H. HOW THIS AGREEMENT IS CANCELLED OR VOIDED:

- i. TrüNorth™ may cancel this Agreement for non-payment of any charge when due, misrepresentation in obtaining this Agreement, or submission of a fraudulent claim.
- ii. TrüNorth™ may void this Agreement for failure to comply with all the Limited Warranty Terms and Conditions. Failure to act when required will void this warranty as of the date any requirement was due and not performed. Once voided, the Limited Warranty Agreement rights and privileges are forfeited including the validation of any claim and the right to any refund.
- iii. In the event Customer elects to cancel this Agreement, no refund of the purchase price is available to the customer. If there is an extenuating circumstance(s), contact Customer Service at 800-903-7489.
- iv. The lien holder may cancel this Agreement for non-payment, repossession, or total loss. A written request for cancellation and documentation verifying the event must be received within 30 days of the cancelable event. In the case of a lien holder cancellation, the lien holder will be named on the pro-rated refund check. In the event a pro-rated refund is available, an odometer statement showing the Odometer Miles at the date of request will be required. TrüNorth™ will refund a pro-rated portion of the Agreement charge TrüNorth™ received reflecting the greater of the days in force or miles driven less 10% of the Agreement charge TrüNorth™ received.
- v. **A pro-rated refund is not available if any claim is pending or has been paid.**

- I. DISPUTE RESOLUTION:** This Agreement shall be governed by and in accordance with the laws of the State of North Carolina, USA. The parties agree that any action, suit, or proceeding arising out of or related to this Agreement, not submitted to arbitration, shall be instituted only in the state or federal courts located in Mecklenburg County, North Carolina, USA. In the event of any dispute between parties concerning coverage under this Agreement, a written request to TrüNorth™ for Arbitration must be submitted. Customer agrees that Arbitration is the sole method of dispute resolution between parties. Customer's written request for Arbitration must be done and received by TrüNorth™ within 30 days of the day claim is filed. Each party will select one certified arbitrator. The two arbitrators will then select a third arbitrator. Each of the parties will pay equally the total of the three arbitrators selected. The in-person arbitration hearing will take place only in Mecklenburg County, North Carolina unless both parties agree in writing to a different hearing location. The rules utilized by the American Arbitration Association will apply. A majority decision from the three arbitrators will be binding and final. The determination and award of the arbitrators may be filed by the prevailing party in a court of proper jurisdiction and shall thereafter have the full force and effect of a judgment at law.

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J. WHAT IS NOT COVERED: This warranty does not cover and shall not be liable for any malfunction, damage, or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of component parts. TrüNorth™ shall not be liable for malfunction, damage, or wear caused by the incompatibility of equipment with structures, accessories, or equipment, or the improper design, manufacture, installation, operation, or maintenance of structures, accessories, equipment or materials not approved by OEM.

- i. Damage resulting from the failures of related components but not limited to: actuators; bolts; charge air cooler and duct work; clamps; connectors; EGR valves linkages; electronic control devices; external fittings; external oil coolers and lines; fasteners; hydraulic clutch master; injector seals, cups or tubes; jake brakes; linkage, manual or automatic transmission clutch-disc(s); mounts; oil, fuel or coolant lines; pressure plate; radiators; seals and gaskets; shift levers; slave cylinder(s); sliding clutch(es); thermostat; and throw out or pilot bearing; vacuum controls; VPod and waste gates are not covered. Coverage listed does not include: wiring harnesses or any related electrical system or component malfunction, contamination, or corrosion. Wear and tear, excessive oil consumption, loss of compression, and the gradual reduction in operating performance are not covered unless and until manufacturer's limits are surpassed.
- ii. TrüNorth™ will not cover vehicle if it has a salvage title or is a non-U.S. or Canadian specified vehicle. Also will not cover if vehicle has shop materials or hazardous waste disposal charges or costs covered by any warranty of the manufacturer. TrüNorth™ will not cover state required dealer warranty, a repairer's guarantee, or costs incurred to improve operating performance if the components are within manufacturer's tolerance or specification. This includes but is not limited to manufacturer or aftermarket up-grades or design changes, valve and ring repairs designed to improve engine compression, reduce oil consumption, or to remove sludge or carbon deposits, and improvements for diminished performance.
- iii. A breakdown caused by or involving modification(s) or alteration(s) made to the vehicle that was not performed by the manufacturer or selling dealer is not covered. Examples include but are not limited to: emission control, exhaust system, and engine modifications.
- iv. A breakdown or the increased damage caused by the continued operation of an impaired vehicle is not covered.
- v. A breakdown or damage caused or contributed to by operating the vehicle without proper levels of fluids, lubricants or coolants, or using improper or contaminated fluids is not covered.
- vi. A breakdown caused by the failure of a non-covered part, corrosion, rust, dirt, or dust is not covered. Any loss or breakdown resulting from racing or other competitive driving, operator error, collision, fire, theft, vandalism, riot, war, lightning, earthquake, windstorm, hail, water, freezing, flood, salt, environmental damage, or Acts of God is not covered.
- vii. Incidental or consequential loss or damage, loss of time and use, inconvenience, profits or wages, towing expense, lodging, meals, and storage resulting from a breakdown are not covered. Any liability or property damage, injury or death of any person, punitive or exemplary damage, and/or attorney fees arising out of the operation or use of the vehicle are not covered.
- viii. The vehicle is not covered if the odometer or ECM has been stopped, altered, or misrepresents the vehicle's actual mileage. Factory ECM parameters, codes, warning systems and alarms cannot be altered and must be in working order at all times while this Agreement is in effect.
- ix. A breakdown caused by abuse, misuse, spin-out, shock load, over-rev, towing, overloading or hauling that exceeds the manufacturer's recommendations for the vehicle is not covered.
- x. A pre-existing breakdown, failure, or an improper prior repair whether performed prior to purchase or sale date is not covered. These conditions may not have been known to the parties at time of vehicle sale.

This is a Limited Warranty Agreement and is not subject to State Insurance Laws but is regulated by State Laws governing warranties. This warranty gives you specific legal rights and you may also have other rights which vary from state to state or province.

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