



CUSTOMER PROPOSAL

Customer Number:	1190603	Date:	6/28/2017
Customer Name:	Titus County	Proposal good through:	8/27/2017
Description:	2005 Peterbilt 5th Wheel Tractor:515-16 All Other Construction Equipment		
Address:	100 West 1st Street	Sales Representative	Tim Pyle - (817) 935-6046
City, State, Zip:	Mount Pleasant, TX, 75455	Registration Class:	NONE - Buyer will register unit
Contact Name:		Requested G.V.W.R.	As per MSO or Title; no change
Contact Phone #:		Make:	Peterbilt
Contact E-mail:		Model:	385
Stock/ID Number:	HTU000079	Year:	2005
VIN:	1XPGDU9X65D874023		
To be delivered on or about:	ASAP		
Freight on Board (F.O.B.):	HOLT TRUCK CENTER - Longview		

	Per Unit	Total
Per Unit Price	\$37,827.00	\$37,827.00
Additional Vehicle and Accessories Description:	See Notes Below	See Notes Below
DLV - DELIVERY CHARGE	\$0.00	\$0.00
5% BuyBoard Discount Per 515-16 Contract	-\$1,892.00	-\$1,892.00
	\$0.00	\$0.00
BODY -		
	\$0.00	\$0.00
NET Sales Price:	\$35,935.00	\$35,935.00
TRADE-IN ALLOWANCE	\$0.00	\$0.00
Total Net Sales without Tax	\$35,935.00	\$35,935.00
BALANCE OWED ON TRADE-IN	\$0.00	\$0.00
DOWN PAYMENT	\$0.00	\$0.00
FET - FEDERAL EXCISE TAX	\$0.00	\$0.00
FET - FEDERAL EXCISE TAX - BODY	\$0.00	\$0.00
LSC - STATE MOTOR VEHICLE SALES TAX	\$0.00	\$0.00
PST - 1% TERP TAX (1997 & NEWER)	\$0.00	\$0.00
TTL - TITLE & REGISTRATION	\$0.00	\$0.00
VIT - VEHICLE INVENTORY TAX	\$0.00	\$0.00
ESC - Extended Service Coverage	\$0.00	\$0.00
ESC Type - NONE		
Out of State Vehicle Fee	\$0.00	\$0.00
Sales Price:	\$35,935.00	

Quantity: 1

Total Sales Price: \$ 35,935.00



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Description:	2005 Peterbilt 5th Wheel Tractor:515-16 All Other Construction Equipment		
Additional Vehicle and Accessories Description:			
Price Includes Standard Warranties Price Excludes Additional Taxes/Fees ***Priced As-Is No Warranty*** 430hp Cat C13, 10spd Transmission, 50+% tires and brakes, 2-line hydraulic wet kit to operate a RGN lowboy trailer. 384,000 miles.			
Special Titling & Registration Notes:			
Governmental Entity			
Lienholder Notes:			
None			
TRADE-IN NOTES			
None			
DISCLAIMER:			
<p>Any order based on this Proposal subject to Customer executing Dealer's standard for Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle's not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock or maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle's not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle's, where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle's. Dealer may adjust Trade Value of Trade Vehicle's to reflect changes in condition and/or mileage of Trade Vehicle's between date of current appraisal and acceptance of this Proposal by Customer.</p>			
SELLER		BUYER	

Signature	Signature
Printed Name:	Printed Name:
Sales Representative	
Title:	Title:
Date:	Date:

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs.





Sales and Service Detail



KCB32242

Arrangement No: 244-4646
Mfg Model: C13
Mktg Model Year: 2005
Prod Family: ZF 3196/C12/C13 Engines
Sims Prod Family: 62 Truck Engines
Source Facility: 40 Engine Develop And Mfg 7-18L
Principle Work: D10

Build Date: 07Jan2005
Factory Ship Date: Not Applicable
Dealer/Invoiced Ship Date: 13Jan2005
Sales Date: 13Jan2005
Delivery Date: 11Apr2005
Selling Dlr: E99U
Owner Cls: E

Engine Information

Specifications
0K-5897

Application
A Primary Drive



Sales and Service Detail



View Image	Add Image	Group Number	Part Causing Failure	Repairing Dealer	Service Meter Measurement	Repair Date	Sims Ticket Received	Claim Received
	Add	231-3492	1R-1808	E14H	360234 Miles	10Jun2016	SIMS Rcvd	No Claim Rcvd
	Add	231-3492	1R-1808	E14H	357364 Miles	25Mar2016	SIMS Rcvd	No Claim Rcvd
	Add	225-1247	209-7309	E14H	357364 Miles	25Mar2016	SIMS Rcvd	No Claim Rcvd
	Add	240-3278	217-3673	E14H	357364 Miles	25Mar2016	SIMS Rcvd	No Claim Rcvd
	Add	222-2900	257-9950	E14H	353596 Miles	27Jan2016	SIMS Rcvd	No Claim Rcvd
	Add	229-3533	10R-8733	E14H	299327 Miles	07Jan2015	SIMS Rcvd	No Claim Rcvd
	Add	7501	PM1	E149	294632 Miles	07Oct2014	SIMS Rcvd	No Claim Rcvd
	Add	230-4516	10R-2128	E149	283474 Miles	22Aug2014	SIMS Rcvd	No Claim Rcvd
	Add	7501	PM1	E149	274682 Miles	23Jun2014	SIMS Rcvd	No Claim Rcvd
	Add	7501	PM1	E149	262523 Miles	12May2014	SIMS Rcvd	No Claim Rcvd
	Add	7760	1R-0716	E149	254787 Miles	11Apr2014	SIMS Rcvd	No Claim Rcvd
	Add	7760	ALT. (Non-Cat)	E149	253411 Miles	28Mar2014	SIMS Rcvd	No Claim Rcvd
	Add	7501	PM1	E149	239067 Miles	14Jan2014	SIMS Rcvd	No Claim Rcvd
	Add	226-2084	247-7133	E149	236606 Miles	03Jan2014	SIMS Rcvd	No Claim Rcvd
	Add	228-5812	232-9147	E149	234340 Miles	23Dec2013	SIMS Rcvd	No Claim Rcvd
	Add	7760	No Part Number	E149	230261 Miles	09Dec2013	SIMS Rcvd	No Claim Rcvd
	Add	7501	PM1	E149	227897 Miles	27Nov2013	SIMS Rcvd	No Claim Rcvd
	Add	7501	PM1	E149	218236 Miles	10Oct2013	SIMS Rcvd	No Claim Rcvd
	Add	256-1159	10R-4094	E149	207145 Miles	19Aug2013	SIMS Rcvd	Claim Rcvd
	Add	7760	No Part Number	E149	207145 Miles	15Aug2013	SIMS Rcvd	No Claim Rcvd



Sales and Service Detail



Work Order Number	Dealer Claim Number	Service Claim Number	Comment
DT50283			Pm.Truck.
KD02361			Performed Pm Service
KD02361			Replaced Block Plugs
KD02361			Replaced Eng Oil Pan Gasket
KD02194			Replaced Oil Line
DT48790			Turbo,Hose
TS48124			Pm Service
TS47828			Replaced Cooler And Flushed
TS47563			Pm Service.
TS47301			Pm Service
TS47165			Fuel Filter Plugged With Algae. Pm-1
TS47096			Alt. Not Charging
TS46741			Pm Service
TS46669			Thermostat Stuck Open. Replace Housing
TS46587			Water Pump Leaking Coolant,
TS46551			Dead Spot In The Starter.
TS46496			Pm 1 Service
TS46197			Pm1 Service.
TS45848	KS01886	QG76307	Ecm Will Not Communicate Interminent
TS45838			Flushed Coolant System.



Sales and Service Detail



View Image	Add Image	Group Number	Part Causing Failure	Repairing Dealer	Service Meter Measurement	Repair Date	Sims Ticket Received	Claim Received
	Add	7760	000-7760	E14H	164802 Miles	10Oct2012	SIMS Rcvd	No Claim Rcvd
	Add	116-1853	238-5084	E14H	152812 Miles	25Jul2011	SIMS Rcvd	No Claim Rcvd
	Add	116-1853	1R-1808	E14H	138824 Miles	18May2011	SIMS Rcvd	No Claim Rcvd
	Add	230-4516	6V-3251	E14H	103574 Miles	24Sep2010	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	4540 Hours	23Sep2010	SIMS Rcvd	No Claim Rcvd
	Add	7760	7760 (Non-Cat)	E14H	101242 Miles	11Jun2010	SIMS Rcvd	No Claim Rcvd
	Add	231-3492	1R-1808	E14H	101242 Miles	11Jun2010	SIMS Rcvd	No Claim Rcvd
	Add	225-3159	223-1236	E14H	90401 Miles	09Mar2009	SIMS Rcvd	No Claim Rcvd
	Add	231-3492	1R-1808	E14H	90401 Miles	09Mar2009	SIMS Rcvd	No Claim Rcvd
	Add	7760	000-7760	E14H	90401 Miles	09Mar2009	SIMS Rcvd	No Claim Rcvd
View	Add	240-7272	224-3117	A53G	45910 Miles	08Mar2007	No SIMS Rcvd	Claim Rcvd
	Add	227-9410	230-3828	A53G	45910 Miles	08Mar2007	No SIMS Rcvd	Claim Rcvd
View	Add	1920	SP0775	A53G	45348 Miles	23Feb2007	No SIMS Rcvd	Claim Rcvd
View	Add	227-9410	231-9034	A53G	45348 Miles	23Feb2007	No SIMS Rcvd	Claim Rcvd
	Add	227-9410	231-9034	A53G	45348 Miles	23Feb2007	No SIMS Rcvd	Claim Rcvd
View	Add	229-3553	259-2400	A53G	45348 Miles	23Feb2007	No SIMS Rcvd	Claim Rcvd
View	Add	227-9410	230-3828	A53G	42113 Miles	16Jan2007	No SIMS Rcvd	Claim Rcvd



Sales and Service Detail



Work Order Number	Dealer Claim Number	Service Claim Number	Comment
DT44973			R & I Wheel Seal L/Steer
DT40763			Perform Pm Service
DT39812			Pm Truck.
DT36096			Oring At Heater Hose Connection
dt36096			Fps - Reason Code 3
DT34891			Replaced Ac Condensor,Accumulator
DT34891			Pm Truck
DT27890			Update Software
DT27890			Oil And Filter Change
DT27890			Installed High Flow Filter Base
	62672	EAB1364	
	62673	EAB1365	
	60762	E5T8059	
	60764	E5T8061	
	60764A	QAT5658	
	60763	E5T8060	
	60621	E5S6719	

Not Included In Truck Price

Vehicle Service Agreement Information Page



Agreement No.

HDTAT80563101

I. Customer Information

COUNTY	TITUS	
Last Name/Company Name	First Name	MI
100 W 1ST STREET		
Address		
MOUNT PLEASANT	TX	75455
City	State	Zip
(903) 767-7983		
Phone	E-mail	

II. Dealer Information

Holt Texas LTD		
Name		
3302 S WW White Rd		
Address		
San Antonio	TX	78222
City	State	Zip
(210) 648-8334	william.mitchell@holtcat.com	
Phone	E-mail	

III. Lienholder Information

Name		
Address		
City	State	Zip

IV. Vehicle and Coverage Information

2005	PETERBILT	385	1XPGDU9X65D874023	Miles/Hours	383,000
Year	Make	Model	Vehicle Identification Number (VIN)	Current ECM Reading	Current Odometer Reading
		\$35,935.00	07/20/2017		\$3,731.00
Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Date	Agreement Purchase Price		
8					
Vehicle Class (3-8)	Engine Size in Liters	Engine Type	<input checked="" type="checkbox"/> Diesel	<input type="checkbox"/> Gas	

Navigator Coverage:

Engine Coverage

Engine/Transmission Coverage

Engine/Transmission/Drive Axle Coverage

Optional Coverage: (must be selected at the time of purchase to apply)

Option A - EGR/DPF XLT Package

Option B - (Aftertreatment Assemblies)

Paccar MX Equipped Maxxforce Equipped

Agreement Term:

Months 24 Miles 240,000

Service Drive Sale/Non-Point of Sale Delivery
(Inspection and waiting period of 30 days and 1,500 miles required)

Coverage Start Date: 07/20/2017

Coverage Starting Mileage: 383,000

Agreement Administrator/ Provider/Obligor: American Guardian Warranty Services, Inc. PO Box 768 Warrenville, Illinois 60555 800.579.2233	Wisconsin Administrator & Obligor: American Guardian Warranty Services of Wisconsin, Inc. PO Box 768 Warrenville, Illinois 60555 800.579.2233
Louisiana Obligor/Administrator: American Guardian Warranty Services of Florida, Inc. PO Box 768, Warrenville, IL 60555 800.579.2233	

V. Customer Acknowledgment

The **Agreement** that **You** are purchasing is between **You** and the **Agreement Obligor**. **You** will be notified by the **Selling Dealer** and/or the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the coverage, exclusions and maintenance requirements. This **Agreement** is based on information **You** provided on this **Information Page**. AUTHORIZATION IS REQUIRED FROM THE **ADMINISTRATOR** PRIOR TO THE REPAIR OF COVERED COMPONENTS.

Customer Signature (Your) _____ 07/20/2017 _____
Purchase Date Selling Dealer Representative Signature

If no coverage level is selected, then only engine coverage will apply. If no term months and mileage have been indicated in **Agreement** term, then coverage will be in effect for 12 months/25,000 miles, whichever occurs first. A **Deductible** of \$100 per repair visit will apply. Any modification, alteration or change to the printed terms, conditions or coverages of this **Agreement** renders the **Agreement** invalid.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS

CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 888.491.3370
TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

**Vehicle Service Agreement
Information Page**



Agreement No.

HDTAT80563101

I. Customer Information

COUNTY	TITUS	
<small>Last Name/Company Name</small>	<small>First Name</small>	<small>MI</small>
100 W 1ST STREET		
<small>Address</small>		
MOUNT PLEASANT	TX	75455
<small>City</small>	<small>State</small>	<small>Zip</small>
(903) 767-7983		
<small>Phone</small>	<small>E-mail</small>	

II. Dealer Information

III. Lienholder Information

Holt Texas LTD					
<small>Name</small>			<small>Name</small>		
3302 S WW White Rd					
<small>Address</small>			<small>Address</small>		
San Antonio	TX	78222			
<small>City</small>	<small>State</small>	<small>Zip</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
(210) 648-8334	william.mitchell@holtcat.com				
<small>Phone</small>	<small>E-mail</small>				

IV. Vehicle and Coverage Information

2005	PETERBILT	385	1XPGDU9X65D874023	<small>Miles/Hours</small>	383,000
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Vehicle Identification Number (VIN)</small>	<small>Current ECM Reading</small>	<small>Current Odometer Reading</small>
		\$35,935.00	07/20/2017		\$3,731.00
<small>Vehicle Purchase Date</small>	<small>Vehicle Purchase Price</small>	<small>Agreement Purchase Date</small>	<small>Agreement Purchase Price</small>		
8					
<small>Vehicle Class (3-8)</small>	<small>Engine Size in Liters</small>	<small>Engine Type</small>	<input checked="" type="checkbox"/> Diesel	<input type="checkbox"/> Gas	

Navigator Coverage:

- Engine Coverage
- Engine/Transmission Coverage
- Engine/Transmission/Drive Axle Coverage

Optional Coverage: (must be selected at the time of purchase to apply)

- Option A - EGR/DPF
- Option B - (Aftertreatment Assemblies)
- XLT Package
- Paccar MX Equipped
- Maxforce Equipped

Agreement Term:

Months 24 Miles 240,000

Service Drive Sale/Non-Point of Sale Delivery
(Inspection and waiting period of 30 days and 1,500 miles required)

Coverage Start Date:
07/20/2017

Coverage Starting Mileage:
383,000

**Agreement Administrator/
Provider/Obligor:** American
Guardian Warranty Services, Inc.
PO Box 768
Warrenville, Illinois 60555
800.579.2233

Wisconsin Administrator & Obligor:
American Guardian Warranty
Services of Wisconsin, Inc.
PO Box 768
Warrenville, Illinois 60555
800.579.2233

Louisiana Obligor/Administrator:
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Customer Signature (Your) _____ Purchase Date 07/20/2017 Selling Dealer Representative Signature _____

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**CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 888.491.3370
TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM**

Vehicle Service Agreement Information Page



Agreement No.

HDTAT80563101

I. Customer Information

COUNTY	TITUS	
<small>Last Name/Company Name</small>	<small>First Name</small>	<small>MI</small>
100 W 1ST STREET		
<small>Address</small>		
MOUNT PLEASANT	TX	75455
<small>City</small>	<small>State</small>	<small>Zip</small>
(903) 767-7983		
<small>Phone</small>	<small>E-mail</small>	

II. Dealer Information

Holt Texas LTD		
<small>Name</small>		
3302 S WW White Rd		
<small>Address</small>		
San Antonio	TX	78222
<small>City</small>	<small>State</small>	<small>Zip</small>
(210) 648-8334	william.mitchell@holtcat.com	
<small>Phone</small>	<small>E-mail</small>	

III. Lienholder Information

<small>Name</small>		
<small>Address</small>		
<small>City</small>	<small>State</small>	<small>Zip</small>

IV. Vehicle and Coverage Information

2005	PETERBILT	385	1XPGDU9X65D874023	<small>Miles/Hours</small>	383,000
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Vehicle Identification Number (VIN)</small>	<small>Current ECM Reading</small>	<small>Current Odometer Reading</small>
		\$35,935.00	07/20/2017		\$3,731.00
<small>Vehicle Purchase Date</small>	<small>Vehicle Purchase Price</small>	<small>Agreement Purchase Date</small>	<small>Agreement Purchase Price</small>		
8					
<small>Vehicle Class (3.8)</small>	<small>Engine Size in Liters</small>	<small>Engine Type</small>	<input checked="" type="checkbox"/> Diesel	<input type="checkbox"/> Gas	

Navigator Coverage:

- Engine Coverage
- Engine/Transmission Coverage
- Engine/Transmission/Drive Axle Coverage

Optional Coverage: (must be selected at the time of purchase to apply)

- Option A - EGR/DPF
- Option B - (Aftertreatment Assemblies)
- XLT Package
- Paccar MX Equipped
- Maxxforce Equipped

Agreement Term:

Months 24 Miles 240,000

Service Drive Sale/Non-Point of Sale Delivery
(Inspection and waiting period of 30 days and 1,500 miles required)

Coverage Start Date:
07/20/2017

Coverage Starting Mileage:
383,000

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Guardian Warranty Services, Inc.**
PO Box 768
Warrenville, Illinois 60555
800.579.2233

**Wisconsin Administrator & Obligor:
American Guardian Warranty
Services of Wisconsin, Inc.**
PO Box 768
Warrenville, Illinois 60555
800.579.2233

**Louisiana Obligor/Administrator:
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07/20/2017

Customer Signature (Year)

Purchase Date

Selling Dealer Representative Signature

If no coverage level is selected, then only engine coverage will apply. If no term months and mileage have been indicated in **Agreement** term, then coverage will be in effect for 12 months/25,000 miles, whichever occurs first. A **Deductible** of \$100 per repair visit will apply. Any modification, alteration or change to the printed terms, conditions or coverages of this **Agreement** renders the **Agreement** invalid.

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**CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 888.491.3370
TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM**

TERMS AND CONDITIONS

In the event of a **Breakdown** of a covered part listed below, **We** agree to pay for the **Cost** of necessary parts and labor to repair or replace a covered part listed below for each component (including replacement of all lost fluids), less applicable **Deductible**, 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.

ENGINE ONLY COVERAGE: (Includes those Items listed in Components 1-2)

1. ENGINE: The following stated components are covered. The internal lubricated parts within the engine including pistons, piston rings, wrist pins, crankshaft, rod and main bearings, camshaft and cam bearings, cam followers, Timing chain and timing gears, timing chain tensioners, Intake and exhaust valves, valve guides, valve springs and valve retainers. Rocker arms, pushrods, lifters, Turbocharger rotor/turbine and housing, Water pump, Fuel Injectors, Progressive Damage: the Engine Block, Cylinder Head(s) and Cylinder Liners are covered if damaged in conjunction with a covered mechanical failure.

2. TAXES AND FLUIDS: Associated state and local taxes where applicable and required fluids to complete covered repairs.

ENGINE AND TRANSMISSION COVERAGE: (Includes those Items listed in Components 1-3)

3. TRANSMISSION: The following stated components are covered. All internal lubricated parts of the manual or automatic transmissions, including: torque converter, oil pump, valve body, governor, bands, drums, planetaries, sun gear, sprag(s), shaft(s), bearings and related bushings, shift rail, forks and synchronizers. Progressive Damage: the transmission case is covered if damaged in conjunction with a covered mechanical failure.

ENGINE, TRANSMISSION AND DRIVE AXLE COVERAGE: (Includes those Items listed in Components 1-4)

4. DRIVE AXLE: The following stated components are covered. All internal lubricated parts including: output shaft, bearings, bushings, gear sets, axle and bearings, carrier, ring and pinion gears, bearings, bushings, axle shaft. Progressive Damage: the drive axle housing is covered if damaged in conjunction with a covered mechanical failure.

OPTIONAL COVERAGE: The following surcharged coverage is available when identified on the **Information Page** and a surcharge has been paid.

OPTION A – DPF/EGR: Failure of the diesel particulate filter (DPF) or the EGR Valve. Coverage is limited to the first 24 months or 240,000 miles, or term months/mileage selected, whichever is less. No progressive damage outside of DPF/EGR coverage. **Coverage under this option is limited to one failure per DPF and two failures of the EGR Valve.**

OPTION B—Aftertreatment Assemblies: DPF (filter only), EGR Valve(s) (valve component only), EGR Cooler, DOC Doser Injector, SCR, DPF Doser Injector, DPF Dosing Module, DEF Dosing Injection Nozzle, DEF Tank, Diesel Oxidation Catalyst (DOC), Lambda Sensor (O2 Sensor), NOx Sensor, Aftertreatment Control Module (Aftertreatment ECM), DEF Dosing Module. No progressive damage from Aftertreatment to any other component except within Aftertreatment Assemblies. **Coverage is limited to one failure per listed component.** Coverage is limited to the first 24 months or 240,000 miles, or term months/mileage selected, whichever is less. Proof of maintenance service being done as per OEM schedule must be documented.

XLT PACKAGE—The following stated components are covered: Radiator, fan clutch, charged air cooler, air compressor, alternator, starter and solenoid, fuel tank(s), engine oil pan, engine vibration damper, radio(AM/FM/CD), main cabin primary HVAC (excluding sleeper): a/c compressor and clutch, blower motor, temperature control head, heater core.

Additional Benefits

ROADSIDE ASSISTANCE: You are entitled to one (1) Roadside Assistance service per 72-hour period. To receive these benefits **You** must call **888-491-3370** and provide **Your Agreement** number. The following benefits are available: (1) **Battery Service:** if a battery failure occurs, a jump start will be applied to start the covered **Vehicle**; (2) **Vehicle Fluid Delivery:** an emergency supply of coolant, oil or fuel will be delivered for **Your covered Vehicle** if you have an immediate need. **You** must pay the **Cost** of the actual fluid or fuel when delivered. (3) **Lock-Out Assistance:** If **Your** keys are locked inside the **Vehicle**, assistance will be provided to gain entry to the **Vehicle**. **Roadside Assistance is available ONLY during the Agreement term and services obtained through any source other than the toll-free number will not be covered. The limit of liability for any single benefit is one hundred dollars (\$100.00).**

TRIP INTERRUPTION OR RENTAL ASSISTANCE: When a covered **Breakdown** disables **Your Vehicle** and the repairs are completed more than one hundred (100) miles from **Your** residence, **We** will reimburse **You** for lodging and meal expenses or substitute rental vehicle expenses incurred by **You** between the date of the **Breakdown** and the date on which covered repairs are completed. **You** will be reimbursed for actual lodging expenses or substitute rental vehicle expenses up to one hundred twenty five dollars (\$125.00) per day for up to two (2) days, not to exceed two hundred fifty dollars (\$250.00) per occurrence. Legible and verifiable receipts are required for reimbursement.

TOWING ASSISTANCE: If towing assistance becomes necessary due to the **Breakdown** of a covered component, towing costs not payable by insurance will be covered for up to three hundred seventy five dollars (\$375.00) per occurrence. A paid in full, signed towing bill is required for reimbursement.

WHAT TO DO IF REPAIRS ARE NEEDED

If **Your Vehicle** is unsafe and needs to be towed, contact a tow company to arrange towing service. Otherwise, deliver **Your Vehicle** to a repair facility and authorize them to diagnose the failure. Provide the repairer with **Your Agreement** number and direct them to call the **Administrator for Repair Authorization at 1-800-579-2233**.

Emergency Repair—if a covered component has a **Breakdown** at any time outside of the Claims Department regular business hours, **You** may take one of the following steps: (1) Wait until regular business hours and then follow the normal claims procedure outlined above; or (2) 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 day so that the **Administrator** may determine whether there was a covered **Breakdown**. If the **Administrator** determines that there was a covered **Breakdown** and **You** meet the requirements outlined herein, then **We** will pay **You** in accordance with the terms and conditions of this **Agreement**.

You must obtain a Repair Authorization Number from Our Claims Department to assure coverage under this Agreement.

Call Toll Free at 1-800-579-2233 for Instructions and Repair Authorization.

No Payment for a Claim will be made without Authorization.

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**.

Definitions: When used, key terms will appear in bold print and have special meaning as follows:

Actual Cash Value (ACV) – means the actual cash value of **Your Vehicle** at the time of repair according to the most recently published NADA Guide for Trade-in-Value.

Administrator, Obligor, Our, Us and We – means American Guardian Warranty Services, Inc. ("AGWS"), except in the state of Louisiana where it means American Guardian Warranty Services of Florida, Inc. and in the state of Wisconsin where it means American Guardian Warranty Services of Wisconsin, Inc. Our mailing address is P.O. Box 768, Warrenville, IL 60555; and **Our** toll-free telephone number is 1-800-579-2233.

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

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, wear and tear or defects in workmanship and outside the manufacturer's tolerance.

Cost(s) – 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 the manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards. Labor rate will be determined based on repairing facility's geographic region.**

Deductible – means the amount that You must pay for covered repairs per occurrence as identified on the **Information Page**.

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

Lienholder/Lender – means a financial institution identified on the **Information Page** and providing financing for the purchase of this **Agreement**.

Selling Dealer – means the retail seller of this **Agreement** to You for the **Vehicle** described on the **Information Page**.

Vehicle or Covered Vehicle – means the **Vehicle** described on the **Information Page**.

You and Your – means the purchaser identified on the **Information Page**.

Insurance Statement:

Our obligations are guaranteed by an insurance policy issued by Virginia Surety Company, Inc. In the event that We cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, You may file a claim directly with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206.

Your Responsibilities:

1. You must follow the manufacturer's recommended maintenance schedule for any and all required services, including keeping receipts for services performed. The required receipts include date, mileage, service performed and service provider. These records may be requested by the Administrator for the investigation of a claim or transfer. IT IS RECOMMENDED THAT YOU KEEP MAINTENANCE RECORDS WITH THE VEHICLE. In the event that You perform Your own maintenance, You must provide copies of receipts for materials purchased and a service log showing date, mileage and services.
2. 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. Direct the repair facility to call Administrator at 1-800-579-2233 to report a claim. You must obtain Repair Authorization from the Administrator prior to repairing any covered component.
5. In the event You need to receive reimbursement for Your authorized claim, You must submit the following within ninety (90) days of approval: A) the original Repair Order signed by You; B) proof of payment with a cash register receipt/credit card receipt/personal check copy; C) where applicable, copies of original towing or rental bill 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 pay for the **Cost** of necessary repairs. The Administrator reserves the right to inspect Your Vehicle to evaluate covered repairs.

Exclusions-What Is Not Covered:

Where permitted by state requirements the following are not covered (See State Requirements):

1. **PRE-EXISTING CONDITIONS.**
2. Failures that occur during the waiting period identified on the **Information Page**.
3. Cooler lines and related componentry.
4. Damage to a covered component caused by the failure of a component not listed as covered under this **Agreement**.
5. Repairs that are covered under the original manufacturer's warranty regardless of whether or not that warranty was transferred to You or the manufacturer refuses to honor its obligations. Any cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls, service bulletins or campaign(s) by manufacturer.
6. Repairs beyond those required to correct a Breakdown.
7. **ANY COVERED REPAIR NOT AUTHORIZED IN ADVANCE BY THE ADMINISTRATOR.**
8. Damage caused by continued operation of an impaired Vehicle.
9. Seals, gaskets, and fasteners unless required in conjunction with a covered mechanical Breakdown. Any component part of the engine block assembly not specifically listed as covered under Item 1. **ENGINE**. Stuck or failed variable vanes (VGT) turbocharger mechanism. Any component parts of the transmission assembly not listed as covered under Item 3. **TRANSMISSION**, including electronic controls, levers, linkage, rubber mounts, transmission cooler, external hoses, pipes, tubes and hard lines. Any component parts of the drive axle assembly not listed as covered under Item 4. **DRIVE AXLE**: including wheel bearings.
10. Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
11. Damage caused by overloading the Vehicle beyond the manufacturer's recommended capacity.
12. A Breakdown caused by or involving modifications, alterations or additions to the Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle Manufacturer.
13. Towing another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
14. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, cavitation, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance. All gasket or seal failures, cracked heads or block, overheating or other engine failure due to lack of fluids or improper maintenance.
15. Repairs made outside of the United States and Canada.
16. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God, or loss that is normally covered by Casualty Insurance.
17. The cost of teardown, disassembly or assembly when a Breakdown is not covered by this **Agreement**.
18. Repairs that are covered under a repairer's guarantee, service agreement or other warranty.
19. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees, loss of earnings, personal damage or per diem expenses.

This **Agreement** provides no benefit or coverage and We have no obligation if:

1. The Vehicle odometer fails to register, record actual mileage, or true mileage cannot be determined for any reason, including ECM failure, while owned by You.
2. You rent Your Vehicle to someone else.
3. Your Vehicle is used for postal service, taxi, livery, police or other emergency services, snow plowing, competition or speed events.
4. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who made the modifications or when the modifications were made.
5. Your Vehicle is identified as a Gray Market Vehicle, Total Loss, Flood Damaged, Salvaged, Rebuilt or a Glider Reconstruction.

Limit of Liability: In no event shall the Aggregate Limit of liability exceed the amount identified by Vehicle Class below or the Actual Cash Value (ACV) of the vehicle at the time of repair, whichever is less.

	<u>Vehicle Class 3-4</u>	<u>Vehicle Class 5-6-7</u>	<u>Vehicle Class 8</u>
Engine/Water Pump:	\$9,500	\$15,000	\$20,000
Transmission:	\$4,000	\$6,000	\$7,500
Drive Axle:	\$4,000	\$6,000	\$7,500
Option B (if selected):	\$7,500	\$7,500	\$7,500
XLT Package:	\$1,000 per component	\$1,000 per component	\$1,000 per component
AGGREGATE LIMIT:	\$13,000/ACV	\$20,000/ACV	\$30,000/ACV

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. In all states except California, if We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.

Agreement Period:

The time and mileage limit of the Term Selected starts on the Agreement Purchase Date and Current Odometer Reading shown on the Information Page. If the Service Drive Sale/Non- Point of Sale Delivery box is checked, coverage begins 30 days and 1,500 miles from the Agreement Purchase Date and Current Odometer Reading shown on the Information Page. The additional 30 days and 1,500 miles will be added on to the end of the contract term and odometer mileage.

Arbitration: You agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. 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. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; Website: www.adr.org. This Arbitration provision is deleted in its entirety in California, Georgia, Mississippi, Nebraska, and Oregon.

Cancellation:

In the event the covered Vehicle is repossessed, declared a total loss, or, You give notice of cancellation, the Agreement shall terminate. You may cancel this Agreement. To request a cancellation, submit written notification immediately to the Selling Dealer or Administrator including the following: 1) the Agreement Number; 2) Vehicle Identification Number; 3) a signed notarized statement certifying the current Vehicle odometer reading. If this Agreement is cancelled within thirty (30) days of the Agreement purchase date and no claim has been made, We will refund the full Agreement purchase price. If the Agreement is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the Agreement purchase price calculated according to the pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins, less a fifty dollar (\$50.00) administrative fee; \$25.00 or 10% of the refund, whichever is less, in California; \$50.00 or 10% of the refund, whichever is less, in Georgia; \$50.00 or 10% of the refund, whichever is less, in Illinois; \$50.00 or 10% of the pro rata refund, whichever is less, in North Carolina; \$25.00 in Washington; and \$50 or 10% of the provider fee, whichever is less, in Wisconsin). In the event of a cancellation, the Lienholder, if any, will be named on the refund check. In the event of a cancellation upon repossession, the Lienholder will be the sole payee. Where permitted, any claim incurred or paid will be deducted from the amount of the cancellation refund. State guidelines and regulations where the Agreement was sold take precedent over these terms. (Georgia does not allow for a claim incurred or paid to be deducted from the amount to be returned.)

Cancellation By Us: We may cancel this Agreement: 1) If there has been a material misrepresentation or fraud at the time of sale of this Agreement or when filing a claim under this Agreement; 2) If the odometer or ECM has been tampered with or disabled and You have failed to repair the odometer or ECM; 3) If You do not pay the Agreement price. If We cancel this Agreement for any reason other than non-payment, We will mail You written notice at least thirty (30) days prior to cancellation. A pro-rata refund reflecting the greater days in force or miles driven based on the term of the plan selected and the date coverage begins will be made to You. All refunds will be paid to the Lienholder, if any, otherwise to You. If this Agreement is financed and Your Vehicle is a total loss or is repossessed, You authorize Your Lienholder to cancel this Agreement and receive the refund.

Transfer of Agreement:

In the event that You sell the covered Vehicle, this Agreement shall terminate. You may apply for a transfer to the new owner. Where applicable, the manufacturer's warranty including extended powertrain warranty must transfer to the new owner to obtain coverage under the Transfer provisions of this Agreement. Within thirty (30) days from the date of sale to a private party and not a dealer or entity in the business of selling, trading or leasing vehicles, submit the following: 1) A check for a \$100.00 transfer fee payable to Administrator- AGWS, 2) A copy of the Information Page of this Agreement, 3) A signed affidavit stating the date of sale, the mileage at sale and the new owners name, address and telephone number, and 4) Copies of Your maintenance documents for the covered Vehicle. Proof of continuation of regular maintenance will be necessary in the event of a claim. 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 car dealership or anyone other than an individual person that purchased Your Vehicle. This Agreement may only be transferred once.

Payment Plan Agreements:

If this Agreement is purchased on a payment plan, failure to make timely payments will result in cancellation with no refund due unless state law mandates otherwise. Should a claim arise before this Agreement is paid in full, the balance owed will be deducted from the claim payment unless state law mandates otherwise.

NOTICE TO CONSUMERS:

- The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. You may be required by the Seller of this coverage to pursue those warranties, which are available to You without this Agreement.
- The purchase of this Agreement is not required to purchase or obtain financing for the Vehicle.
- The terms of this written Agreement control the Agreement between us. No change or modification to the written terms is valid.
- This Agreement is based on information You provided on the Information Page. Misrepresentation on the Information Page will result in rejection of this Agreement.
- This is a service contract not an insurance policy.

STATE REQUIREMENTS

If this Agreement was purchased in any of the following states, the Agreement is amended as indicated after each state. The Administrator of this Agreement makes diligent effort 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.

California: American Guardian Warranty Services, Inc.'s California License number is 0C73808. Performance to You under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357. Cancellation of this Agreement shall comply with California law. If You provide notice of cancellation to Us during the first sixty (60) days from the effective date for a new or thirty (30) days for

a used **Vehicle**, **You** will be refunded 100% of the premium paid, if no claims have been filed. If a claim has been filed within the first sixty (60) days for a new or thirty (30) days for a used **Vehicle**, the refund will be pro-rated based on either elapsed time or mileage remaining. After the first sixty (60) days for a new or thirty (30) days for a used **Vehicle**, **You** will be refunded 100% of the unearned premium paid, less a fee of ten percent (10%) of the refund amount or \$25.00, whichever is less. The unearned premium will be prorated according to the pro-rata method reflecting the greater days in force or the miles remaining. In the event of a claim arising in California, the proper venue for litigation shall be in California. **Administrator** reserves the right to void the **Agreement** or deny claims at any time due to fraud, misrepresentation or nonpayment. The name of the **Obligor** is amended to American Guardian Warranty Services Inc. dba A.G.W.S. Insurance Services.

Connecticut: All disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. In the event of a dispute with the **Administrator**, **You** may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816. Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price or lease price of the product, the cost of the repair or replacement and a copy of the extended warranty contract. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the **Vehicle** is in the custody of the **Authorized Repair Facility**. If **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed, **You** may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**.

Georgia: 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** is excluded from coverage. Also, repairs when the covered **Vehicle's** odometer has been altered or tampered with *while owned by You* are excluded from coverage. Modifications to the **Vehicle** *made by You* results in rejection of coverage under this **Agreement**. Damage due to sludge may not be excluded from coverage. A cancellation will comply with Georgia Code Chapter 33-24-44. If **You** cancel this **Agreement** after thirty days, the cancellation/administrative fee will be \$50 or 10% of the pro-rata refund amount, whichever is less. The **Obligor/Administrator** may only cancel the **Agreement** for fraud, material misrepresentation or nonpayment. There is a thirty (30) day written notice of cancellation for reasons other than non-payment regardless of when the **Agreement** was cancelled. **We** will return the unearned premium to **You** within ten (10) working days after cancellation. A ten (10) day written notice of cancellation will be given if canceled for non-payment. The finance company/**Lienholder** must hold a power of attorney in order to cancel the service for nonpayment.

Hawaii: Cancellation: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the receipt of the service contract to the provider.

Idaho: Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: If **You** provide a written notice of cancellation to the **Selling Dealer** after the first thirty (30) days after the **Agreement** purchase date, or if **We** or the **Lienholder** cancel this **Agreement** at any time, **You** will be entitled to a pro-rated refund of the **Agreement** price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total time or mileage specified in the **Agreement**, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the pro-rated refund, and the amount of claims paid under this **Agreement**. Wear and Tear: a gradual reduction in operating performance due to normal wear and use IS included in this Agreement.

Indiana: THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.

Iowa: If **You** have problems or questions about this **Agreement**, **You** may contact the Commissioner of Insurance of the State of Iowa or the Iowa Securities Bureau at (515) 281-4441, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738. Cancellation: A ten percent (10%) penalty will be added each month to the cancellation refund not paid to **You** within thirty (30) days of the return of the **Agreement** to **Us**.

Louisiana: The **Obligor/Provider** is American Guardian Warranty Services of Florida, Inc., PO Box 768, Warrenville, IL 60555, (800) 579-2233. Cancellation: If this **Agreement** is cancelled within thirty (30) days of the sale date, **We** will refund the full amount of the cost of the **Agreement**. If the **Agreement** is cancelled after the first thirty (30) days the refund will be made on an amount of the **Agreement** charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a \$50.00 dollar administrative fee.

Maine: A monthly penalty equal to ten percent (10%) of the returned amount will be added to any refund that is not paid or credited to **You** within forty-five (45) days after **Our** receipt of a cancellation request from **You**. In the event of a cancellation by **Us**, **We** will provide **You** with notice mailed fifteen (15) days prior to cancellation that identifies both the basis for cancellation and the cancellation effective date.

Maryland: The repair of a malfunction or defect covered under this **Agreement** shall include the **Cost** of the tear down and diagnosing the malfunction or defect. A ten percent penalty (10%) per month shall be added to a refund that is not paid within forty five (45) days after the receipt of the service contract to **Us**.

Mississippi: Cancellation of a contract by **Us** shall become effective sixty (60) days after a cancellation notice is mailed to **You** unless a cancellation is for non-payment of a contract whereby the contract will be cancelled fifteen (15) days after the notice of cancellation is mailed to **You**.

Nebraska: The aggregate actual cash value is the purchase price of the **Vehicle**.

New York: A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request.

North Carolina: The seller of this **Coverage** is required to inform **You** of any warranties available to **You** without this **Agreement**. No **Agreements** may be cancelled by the Seller or **Administrator** prior to the expiration of the term as stated in the **Agreement** without **Your** consent, except in the case of nonpayment of the **Agreement** price, a material misrepresentation related to this **Agreement** made by **You** or any other act by **You** constituting a breach of duty under this **Agreement**. **You** may cancel at any time and receive a pro rata refund less any claims paid on the **Agreement** and a reasonable administrative fee not to exceed ten percent (10%) of the pro-rata refund. The term of this **Agreement** for cancellation purposes will be based on the date **You** purchased **Your Vehicle** and the **Vehicle** mileage on the date purchased.

Utah: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Arbitration in Utah is binding and shall be in compliance with the "Utah Uniform Arbitration Act" (78B-11-101). In Utah, arbitration does not have to take place within sixty (60) days of the filed loss. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **Agreement Coverage:** Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. The Cancellation provision is amended to abide by the Utah Code 31A-21-303. Cancellation of this **Agreement** at any time is effective no sooner than thirty (30) days from the delivery or first-class mailing of a written notice to **You**. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments.

Washington: **You** may contact Virginia Surety Company at any time. The following provisions of **Your Agreement** are hereby amended with the following pursuant to the Revised Code of Washington 48.110.075: Cancellation: **You** may cancel and return this **Agreement** and receive a refund of the full purchase price by returning it to the **Administrator** within nine (9) days or less, if no claim has been made. If after nine (9) days and no claim has been made, **You** may cancel and return this **Agreement** for full purchase price, less a cancellation charge of \$25.00. If after thirty (30) days, and a claim has not been made, the refund will be determined on a pro-rata basis, which is the greater of usage reflecting the days in force or the miles driven from the start of the **Agreement** term to the expiration terms, less a cancellation charge of up to twenty five dollars (\$25.00). If **You** cancel and return this **Agreement**, the **Agreement** is void from the beginning and the parties are in the same position as if no **Agreement** had

been issued. Any claim paid or incurred may be deducted from the amount of the cancellation refund. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of the **Agreement** to the provider. Cancellation by **Us**: **We** will not deny a claim based upon **Your** failure to properly maintain the **Vehicle**, UNLESS the failure to maintain the **Vehicle** involved the failed part or parts. Arbitration: Any decision reached by Arbitration shall be binding upon both **You** and AGWS. If this **Agreement** is found to be subject to Arbitration the proceeding will take place in the state of Washington near **Your** residence. If this **Agreement** is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in the State of Washington. Both Parties hereby waive the right to a jury trial in any such proceeding. The implied warranty of merchantability on the motor **Vehicle** is not waived if the **Agreement** has been purchased within ninety (90) days of the purchase date of the motor **Vehicle** from a provider who also sold the motor **Vehicle** covered by this **Agreement** _____ (You must initial here). By initialing, **You** acknowledge the review and understanding of the above disclosures and the contract including, coverage, maintenance requirements, duty to protect against further damage, claim procedures, covered parts and labor, time/mileage limitations, exclusions, and cancellation provisions. Service of Suit: The commissioner is the attorney to receive service of legal process in action, suit or proceeding in court.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Agreement Administrator and Obligor is American Guardian Warranty Services of Wisconsin, Inc., P.O. Box 768, Warrenville, Illinois 60555; (800) 579-2233. Cancellation: If **We** do not pay or credit a refund within 45 days after the return of a service contract to the provider, **We** shall pay a ten percent (10%) per month penalty of the refund amount outstanding which will be added to the amount of the refund. If **We** cancel this Agreement, notice, inclusive of an effective date outlining the specific nature or reason for cancellation will be mailed to **You** at the last known address for **You** at least five (5) days prior to the cancellation date. **We** may charge an administrative fee for cancellation equal to ten (10%) percent of the provider fee. Our rights of ownership to salvaged parts shall become effective only after **You** have been fully compensated for damages or repairs under this Agreement. Our rights to subrogation under this Agreement are not valid until **You** have been made whole and fully compensated for damages. Note: In Wisconsin, the arbitration provision is amended to provide for non-binding arbitration upon the agreement of both parties.



TRUCK/BUS OWNER RESPONSIBILITIES USED TRUCK SERVICE CONTRACT

If you have purchased an AGWS Service Contract (Compass Heavy Duty Truck Protection) on your used truck, please be aware of your responsibilities.

Keep Copies of your Service Contract in your Truck

_____ Initial Call AGWS Claims Department to get repair approved or your Service Contract may not cover the repair cost.
Phone #: 800-579-2233 (Press 2 for Claims Department)
You must give them your Agreement Number provided above.

_____ Initial There is a deductible that you are responsible to pay on any repair.
Your deductible is \$100.00 per repair visit.

_____ Initial You are required to do your best to mitigate damage to a failed component.
Shut off the truck at the first sign of a problem.

_____ Initial You must document your oil changes and service your transmission and rear axles in accordance to engine, transmission and rear differentials manufacturer's recommended service schedule specific to the components on your truck.

In the event of a claim, **you will be required to show proof** that your truck has been serviced as recommended by the manufacturer of the failed component. **This applies to all Class 3-7 and Class 8 vehicles.**
If you have your truck serviced at a dealer or other facility, keep receipts with the date, VIN of truck and mileage to be presented at time of any claim

Keep copies of documentation in the truck.

_____ Initial If you do your own oil changes and/or other routine PM service on your truck, use a service log to record the dates and mileage of these activities. Be sure to keep receipts (or copies) for all oil and other fluids purchased with this log for presentation to AGWS Claims Department at time of claim submission.
You, the Owner, are responsible to find and follow the service guidelines specific to your vehicle's covered components.
Your Service Contract will be voided if your truck is not maintained as described above.

_____ Initial If you need Roadside Assistance, call 888-491-3370. You must give them your AGWS Agreement # listed above.

_____ Initial Trip Interruption Assistance - to be reimbursed for expenses related to a covered claim, send copies of your food and lodging receipts with a copy of your repair order to: AGWS, P.O. Box 768, Warrenville, IL 60555

_____ Initial Keep towing receipts and send copies to AGWS for reimbursement on approved claims only.
There is a limit of ~~\$375.00~~ on towing reimbursement. You are responsible for any difference.
See contract for reimbursement details. AGWS address: AGWS, P.O. Box 768, Warrenville, IL 60555

_____ Initial You are aware that you chose the Navigator or Navigator NT coverage and as such acknowledge there are limits of liability within the agreements.

_____ Initial Remember . . .
Keep copies of all of your Service Contract documents in your truck.
Get repair approved prior to any work being done.
Coverage is very specific. - Read your Service Contract and know what is covered!

This document is a general guideline and not part of any Service Contract.
Following it is no guarantee of compliance with coverage or contract terms.
See AGWS Service Contract for Complete Details.

I have read and initialed this document and I understand my responsibilities.

Truck Owner(Purchaser) _____ Date _____ Dealer _____ Date _____

Copy to Truck Owner - Copy to Dealer Truck File



CUSTOMER PROPOSAL

Customer Number:	1190603	Date:	7/19/2017
Customer Name:	Titus County	Proposal good through:	9/17/2017
Description:	2009 Peterbilt 5th Wheel Tractor:515-16 All Other Construction Equipment		
Address:	100 West 1st Street	Sales Representative	Tim Pyle - (817) 935-6046
City, State, Zip:	Mount Pleasant, TX, 75455	Registration Class:	NONE - Buyer will register unit
Contact Name:		Requested G.V.W.R.	As per MSO or Title; no change
Contact Phone #:			
Contact E-mail:			

Stock/ID Number:	TBD	Make:	Peterbilt
VIN:	1XP5DU9X39D785784	Model:	365
To be delivered on or about:	ASAP	Year:	2009
Freight on Board (F.O.B.):	HOLT TRUCK CENTER - Longview		

	Per Unit	Total
Per Unit Price	\$37,827.00	\$37,827.00
Additional Vehicle and Accessories Description:	See Notes Below	See Notes Below
DLV - DELIVERY CHARGE	\$0.00	\$0.00
5% BuyBoard Discount Per 515-16 Contract	-\$1,892.00	-\$1,892.00
	\$0.00	\$0.00
BODY -		
	\$0.00	\$0.00
NET Sales Price:	\$35,935.00	\$35,935.00
TRADE-IN ALLOWANCE	\$0.00	\$0.00
Total Net Sales without Tax	\$35,935.00	\$35,935.00
BALANCE OWED ON TRADE-IN	\$0.00	\$0.00
DOWN PAYMENT	\$0.00	\$0.00
FET - FEDERAL EXCISE TAX	\$0.00	\$0.00
FET - FEDERAL EXCISE TAX - BODY	\$0.00	\$0.00
LSC - STATE MOTOR VEHICLE SALES TAX	\$0.00	\$0.00
PST - 1% TERP TAX (1997 & NEWER)	\$0.00	\$0.00
TTL - TITLE & REGISTRATION	\$0.00	\$0.00
VIT - VEHICLE INVENTORY TAX	\$0.00	\$0.00
ESC - Extended Service Coverage	\$0.00	\$0.00
ESC Type - NONE		
Out of State Vehicle Fee	\$0.00	\$0.00
Sales Price:	\$35,935.00	

Quantity:	1
-----------	---

Total Sales Price: \$ 35,935.00



CUSTOMER PROPOSAL

Customer Number:	1190603	Date:	7/19/2017
Customer Name:	Titus County	Proposal good through:	9/17/2017

Description: ~~2005~~ Peterbilt 5th Wheel Tractor:515-16 All Other Construction Equipment
2009

Additional Vehicle and Accessories Description:
 Price Includes Standard Warranties
 Price Excludes Additional Taxes/Fees
 Priced As-Is No Warranty
 430hp Cat C13, 10spd Transmission, 50+% tires and brakes, 2-line hydraulic wet kit to operate a RGN lowboy trailer. 382,000 miles.

Special Titling & Registration Notes:
 Governmental Entity

Lienholder Notes:
 None

TRADE-IN NOTES
 None

DISCLAIMER:
 Any order based on this Proposal subject to Customer executing Dealer's standard for Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle's not currently in Dealers stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock or maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle's not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle's, where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle's. Dealer may adjust Trade Value of Trade Vehicle's to reflect changes in condition and/or mileage of Trade Vehicle's between date of current appraisal and acceptance of this Proposal by Customer.

SELLER:	BUYER:
Signature	Signature
Printed Name:	Printed Name:
Sales Representative	
Title:	Title:
Date:	Date:

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs.





Sales and Service Detail



LEE12329

Arrangement No: 324-8481
Mfg Model: C13
Mktg Model Year: 2008
Prod Family: ZF 3196/C12/C13 Engines
Sims Prod Family: 62 Truck Engines
Source Facility: 40 Engine Develop And Mfg 7-18L
Principle Work: D10

Build Date: 13Mar2008
Factory Ship Date: Not Applicable
Dealer/Invoiced Ship Date: 18Mar2008
Sales Date: 18Mar2008
Delivery Date: 08Sep2008
Selling Dir: E99U
Owner Cls: E

Engine Information
Specifications OK-8714
Application A Primary Drive



Sales and Service Detail



View Image	Add Image	Group Number	Part Causing Failure	Repairing Dealer	Service Meter Measurement	Repair Date	Sims Ticket Received	Claim Received
	Add	7769	No Part Number	E090	9366 Hours	03Nov2016	SIMS Rcvd	No Claim Rcvd
	Add	317-7671	288-6818	E14H	278173 Miles	03Nov2016	SIMS Rcvd	No Claim Rcvd
	Add	317-7651	419-5656	E14H	237858 Miles	27May2016	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	A53G	9153 Hours	05Apr2016	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	A53G	9150 Hours	04Apr2016	SIMS Rcvd	No Claim Rcvd
	Add	317-2778	214-7566	E14H	273205 Miles	05Jan2016	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	9115 Hours	29Dec2015	SIMS Rcvd	No Claim Rcvd
	Add	261-1506	388-2310	E14H	273114 Miles	10Dec2015	SIMS Rcvd	No Claim Rcvd
	Add	289-3211	248-1467	E14H	273114 Miles	10Dec2015	SIMS Rcvd	No Claim Rcvd
	Add	317-7671	295-6234	E14H	273114 Miles	10Dec2015	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	9107 Hours	09Dec2015	SIMS Rcvd	No Claim Rcvd
	Add	238-6688	294-3002	E14H	273122 Miles	02Nov2015	SIMS Rcvd	No Claim Rcvd
	Add	7000	No Part Number	E092	272456 Miles	16Oct2015	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	9031 Hours	14Aug2015	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	8929 Hours	24Jul2015	SIMS Rcvd	No Claim Rcvd
	Add	295-8821	1R-0749	E095	259820 Miles	27Apr2015	SIMS Rcvd	No Claim Rcvd
	Add	CLUTCH (Non-Cat)	CLUTCH (Non-Cat)	E095	259820 Miles	27Apr2015	SIMS Rcvd	No Claim Rcvd
	Add	261-0956	249-2347	E14H	238466 Miles	18Sep2013	SIMS Rcvd	No Claim Rcvd
	Add	317-7651	338-9241	E14H	238466 Miles	18Sep2013	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	7817 Hours	17Sep2013	SIMS Rcvd	No Claim Rcvd



Sales and Service Detail



Work Order Number	Dealer Claim Number	Service Claim Number	Comment
FPS			Fps - Reason Code 3
DT50671			R&i New #3 Exhaust Gas Temp Sensor
KD02539			Replaced Ard Head
FPS			Fps - Reason Code 67
FPS			Fps - Reason Code 3
DT49873			Fuel Manifold Fitting Oring
FPS			Fps - Reason Code 3
DT49774			R&i #3 Cylinder Pack.
DT49774			R&i Exhaust Valves
DT49774			Protective Sheild Damaged
FPS			Fps - Reason Code 3
DT49725			Replace All 6 Injectors
WT09408			Full Service Pm
DT49466			Fps - Reason Code 3
FPS			Fps - Reason Code 3
FT25997.01			Pm Service
FT25997.CL			Adjusted Clutch
DT47176			Performed Pm Service
DT47176			Ard Head Plugged/Restricted
DT47176			Fps - Reason Code 3



Sales and Service Detail



View Image	Add Image	Group Number	Part Causing Failure	Repairing Dealer	Service Meter Measurement	Repair Date	Sims Ticket Received	Claim Received
	Add	328-8880	380-5839	E149	235880 Miles	02Aug2013	SIMS Rcvd	No Claim Rcvd
	Add	286-9393	304-8402	E14H	231174 Miles	20Jun2013	SIMS Rcvd	No Claim Rcvd
	Add	282-0721	290-0045	E14H	218898 Miles	10Apr2013	SIMS Rcvd	No Claim Rcvd
	Add	266-3556	293-5412	E14H	218898 Miles	10Apr2013	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	7128 Hours	10Apr2013	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	7125 Hours	05Apr2013	SIMS Rcvd	No Claim Rcvd
	Add	7755	PS43658	E14H	218898 Miles	04Apr2013	SIMS Rcvd	Claim Rcvd
	Add	7760	000-7760	E14H	207890 Miles	27Dec2012	SIMS Rcvd	No Claim Rcvd
	Add	278-1872	278-1885	E14H	176325 Miles	16Jan2012	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	5866 Hours	16Jan2012	SIMS Rcvd	No Claim Rcvd
	Add	280-6792	277-8354	E14H	166354 Miles	18Nov2011	SIMS Rcvd	No Claim Rcvd
	Add	280-3564	278-0171	E14H	166354 Miles	18Nov2011	SIMS Rcvd	No Claim Rcvd
	Add	280-3564	268-1675	E14H	166354 Miles	18Nov2011	SIMS Rcvd	No Claim Rcvd
	Add	317-7651	374-7214	E14H	166354 Miles	18Nov2011	SIMS Rcvd	No Claim Rcvd
	Add	7769	No Part Number	E14H	5534 Hours	17Nov2011	SIMS Rcvd	No Claim Rcvd
	Add	7755	PS43190	E14H	122673 Miles	24Jan2011	SIMS Rcvd	Claim Rcvd
	Add	7760	000-7760	E14H	110074 Miles	05Nov2010	SIMS Rcvd	No Claim Rcvd
	Add	7760	000-7760	E14H	99589 Miles	20Aug2010	SIMS Rcvd	No Claim Rcvd
	Add	301-3095	280-3921	E14H	95586 Miles	24Jul2010	SIMS Rcvd	Claim Rcvd
	Add	7769	No Part Number	E14H	3033 Hours	24Jul2010	SIMS Rcvd	No Claim Rcvd



Sales and Service Detail



Work Order Number	Dealer Claim Number	Service Claim Number	Comment
DT46952			Replaced Fume Disposal Filter
DT46714			Cgi Line Rubbed Through Causing Oil Leak.
DT46244			R&r Dpf.
DT46244			R&r High Psi Turbo
DT46244			Fps - Reason Code 67
FPS			Fps - Reason Code 3
DT46244	KI03814	QG34064	Completed Ps43658
DT45516			Pm Service
DT42455			R&r Transfer Pump And Primary Filter
FPS			Fps - Reason Code 3
DT41948			Replace Coil Ard Ignition.
DT41948			Replace Ard Spark Plug.
DT41948			Replace Coil Wire
DT41948			Replace Ard Combustion Head.
dt41948			Fps - Reason Code 3
DT37856	KI00180	QFR1620	Ps43190
DT36697			Pm Service
DT35730			Blown Fuse
DT35428	K879913	QE89375	
dt35428			Fps - Reason Code 3



Sales and Service Detail



View Image	Add Image	Group Number	Part Causing Failure	Repairing Dealer	Service Meter Measurement	Repair Date	Sims Ticket Received	Claim Received
	Add	261-0956	249-2347	E14H	95586 Miles	24Jul2010	SIMS Rcvd	No Claim Rcvd
	Add	261-0956	249-2347	E14H	83064 Miles	01Jun2010	SIMS Rcvd	No Claim Rcvd
	Add	7751	PS43054	E14H	77400 Miles	03May2010	SIMS Rcvd	No Claim Rcvd
	Add	287-2887	299-7585	E14H	77400 Miles	03May2010	SIMS Rcvd	Claim Rcvd
	Add	261-0956	249-2347	E14H	77400 Miles	03May2010	SIMS Rcvd	No Claim Rcvd
	Add	7755	PS43054	E14H	77400 Miles	30Apr2010	No SIMS Rcvd	Claim Rcvd
	Add	7769	No Part Number	E14H	2505 Hours	30Apr2010	SIMS Rcvd	No Claim Rcvd
	Add	287-7221	284-8264	E14H	69176 Miles	22Mar2010	SIMS Rcvd	Claim Rcvd
View	Add	7760	FOCPR94 (Non-Cat)	E14H	65112 Miles	19Feb2010	SIMS Rcvd	No Claim Rcvd
	Add	261-2290	260-7524	E14H	65112 Miles	19Feb2010	SIMS Rcvd	No Claim Rcvd
View	Add	7760	NATPR12 (Non-Cat)	E14H	36781 Miles	25Aug2009	SIMS Rcvd	No Claim Rcvd
	Add	7755	PS42770	E095	9640 Miles	15Dec2008	SIMS Rcvd	Claim Rcvd
	Add	7751	PI10730	E095	9640 Miles	15Dec2008	SIMS Rcvd	No Claim Rcvd
	Add	7751	PI10730	E095	9640 Miles	15Dec2008	No SIMS Rcvd	Claim Rcvd
	Add	7755	PS42730	B133	1 Hours	10Jul2008	SIMS Rcvd	Claim Rcvd
	Add	7769	No Part Number	Z047	1 Hours	10Jul2008	SIMS Rcvd	No Claim Rcvd



Sales and Service Detail



Work Order Number	Dealer Claim Number	Service Claim Number	Comment
DT35428			Pm Service Completed
DT34769			Pm Truck.
DT34386			Ps43054
DT34386	K879274	QE15356	Replaced Broken Fuel Line To Ard Head
DT34386			Perform Pm
	K879273	QE15347	T
DT34386			Fps - Reason Code 3
DT33547	K878624	QEX2752	Temr Regulator Sticking
DT32950			Cat Pm Engine
DT32950			Adjust Overhead
DT30232			Pm Service-Natpr-12
FT12366	T836942	QDA7790	Ps42770
FT12366			Replaced Dpf Hangers And Clamps
	T836941	QDA7789	T
HK38479	PT27114	QCS5755	Perform Ps42730.
0807101058			Level III Generated

Not Included In Truck Price

Agreement No.

Vehicle Service Agreement Information Page



HDTAT80563108

I. Customer Information

COUNTY	TITUS	
<small>Lost Name/Company Name</small>	<small>First Name</small>	<small>MI</small>
100 W 1ST STREET		
<small>Address</small>		
MOUNT PLEASANT	TX	75455
<small>City</small>	<small>State</small>	<small>Zip</small>
(903) 767-7983		
<small>Phone</small>	<small>E-mail</small>	

II. Dealer Information

Holt Texas LTD
<small>Name</small>
3302 S WW White Rd
<small>Address</small>
San Antonio TX 78222
<small>City State Zip</small>
(210) 648-8334 william.mitchell@holtcat.com
<small>Phone E-mail</small>

III. Lienholder Information

<small>Name</small>
<small>Address</small>
<small>City State Zip</small>

IV. Vehicle and Coverage Information

2009	PETERBILT	365	1XPSDU9X39D785784	<small>Miles/Hours</small>	350,000
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Vehicle Identification Number (VIN)</small>	<small>Current ECM Reading</small>	<small>Current Odometer Reading</small>
		\$35,935.00	07/20/2017		\$4,971.00
<small>Vehicle Purchase Date</small>	<small>Vehicle Purchase Price</small>	<small>Agreement Purchase Date</small>	<small>Agreement Purchase Price</small>		
8					
<small>Vehicle Class (3-8)</small>	<small>Engine Size in Liters</small>	<small>Engine Type</small>	<input checked="" type="checkbox"/> Diesel	<input type="checkbox"/> Gas	

Navigator Coverage:

Engine Coverage

Engine/Transmission Coverage

Engine/Transmission/Drive Axle Coverage

Optional Coverage: (must be selected at the time of purchase to apply)

Option A - EGR/DPF XLT Package

Option B - (Aftertreatment Assemblies)

Paccar MX Equipped Maxxforce Equipped

Agreement Term:

Months 24 Miles 240,000

Service Drive Sale/Non-Point of Sale Delivery
(Inspection and waiting period of 30 days and 1,500 miles required)

Coverage Start Date:
07/20/2017

Coverage Starting Mileage:
350,000

Agreement Administrator/ Provider/Obligor: American Guardian Warranty Services, Inc. PO Box 768 Warrenville, Illinois 60555 800.579.2233	Wisconsin Administrator & Obligor: American Guardian Warranty Services of Wisconsin, Inc. PO Box 768 Warrenville, Illinois 60555 800.579.2233
Louisiana Obligor/Administrator: American Guardian Warranty Services of Florida, Inc. PO Box 768, Warrenville, IL 60555 800.579.2233	

V. Customer Acknowledgment

The **Agreement** that **You** are purchasing is between **You** and the **Agreement Obligor**. **You** will be notified by the **Selling Dealer** and/or the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the coverage, exclusions and maintenance requirements. This **Agreement** is based on information **You** provided on this **Information Page**. AUTHORIZATION IS REQUIRED FROM THE **ADMINISTRATOR** PRIOR TO THE REPAIR OF COVERED COMPONENTS.

Customer Signature (Your) _____ Purchase Date 07/20/2017 Selling Dealer Representative Signature _____

If no coverage level is selected, then only engine coverage will apply. If no term months and mileage have been indicated in **Agreement** term, then coverage will be in effect for 12 months/25,000 miles, whichever occurs first. A **Deductible** of \$100 per repair visit will apply. Any modification, alteration or change to the printed terms, conditions or coverages of this **Agreement** renders the **Agreement** invalid.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS

CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 888.491.3370
TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

**Vehicle Service Agreement
Information Page**



Agreement No.

HDTAT80563108

I. Customer Information

COUNTY	TITUS	
<small>Last Name/Company Name</small>	<small>First Name</small>	<small>MI</small>
100 W 1ST STREET		
<small>Address</small>		
MOUNT PLEASANT	TX	75455
<small>City</small>	<small>State</small>	<small>Zip</small>
(903) 767-7983		
<small>Phone</small>		
<small>Email</small>		

II. Dealer Information

III. Lienholder Information

Holt Texas LTD					
<small>Name</small>			<small>Name</small>		
3302 S WW White Rd					
<small>Address</small>			<small>Address</small>		
San Antonio	TX	78222			
<small>City</small>	<small>State</small>	<small>Zip</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
(210) 648-8334	william.mitchell@holtcat.com				
<small>Phone</small>		<small>Email</small>			

IV. Vehicle and Coverage Information

2009	PETERBILT	365	1XPSDU9X39D785784	<small>Miles/Hours</small>	350,000
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Vehicle Identification Number (VIN)</small>	<small>Current ECM Reading</small>	<small>Current Odometer Reading</small>
		\$35,935.00	07/20/2017		\$4,971.00
<small>Vehicle Purchase Date</small>	<small>Vehicle Purchase Price</small>	<small>Agreement Purchase Date</small>	<small>Agreement Purchase Price</small>		
8					
<small>Vehicle Class (3-8)</small>	<small>Engine Size in Liters</small>	<small>Engine Type</small>	<input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Gas		

Navigator Coverage:

Engine Coverage
 Engine/Transmission Coverage
 Engine/Transmission/Drive Axle Coverage

Optional Coverage: (must be selected at the time of purchase to apply)

Option A - EGR/DPF
 XLT Package
 Option B - (Aftertreatment Assemblies)
 Paccar MX Equipped
 Maxxforce Equipped

Agreement Term:

Months 24 Miles 240,000

Service Drive Sale/Non-Point of Sale Delivery
 (Inspection and waiting period of 30 days and 1,500 miles required)

Coverage Start Date: 07/20/2017

Coverage Starting Mileage: 350,000

Agreement Administrator/ Provider/Obligor: American Guardian Warranty Services, Inc. PO Box 768 Warrenville, Illinois 60555 800.579.2233	Wisconsin Administrator & Obligor: American Guardian Warranty Services of Wisconsin, Inc. PO Box 768 Warrenville, Illinois 60555 800.579.2233
Louisiana Obligor/Administrator: American Guardian Warranty Services of Florida, Inc. PO Box 768, Warrenville, IL 60555 800.579.2233	

V. Customer Acknowledgment

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_____ 07/20/2017 _____
Customer Signature (Your) Purchase Date Selling Dealer Representative Signature

If no coverage level is selected, then only engine coverage will apply. If no term months and mileage have been indicated in **Agreement** term, then coverage will be in effect for 12 months/25,000 miles, whichever occurs first. A **Deductible** of \$100 per repair visit will apply. Any modification, alteration or change to the printed terms, conditions or coverages of this **Agreement** renders the **Agreement** invalid.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS

CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 888.491.3370
TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

**Vehicle Service Agreement
Information Page**



Agreement No.

HDTAT80563108

I. Customer Information

COUNTY	TITUS	
<small>Last Name/Company Name</small>	<small>First Name</small>	<small>MI</small>
100 W 1ST STREET		
<small>Address</small>		
MOUNT PLEASANT	TX	75455
<small>City</small>	<small>State</small>	<small>Zip</small>
(903) 767-7983		
<small>Phone</small>	<small>E-mail</small>	

II. Dealer Information

Holt Texas LTD		
<small>Name</small>		
3302 S WW White Rd		
<small>Address</small>		
San Antonio	TX	78222
<small>City</small>	<small>State</small>	<small>Zip</small>
(210) 648-8334	william.mitchell@holtcat.com	
<small>Phone</small>	<small>E-mail</small>	

III. Lienholder Information

<small>Name</small>		
<small>Address</small>		
<small>City</small>	<small>State</small>	<small>Zip</small>

IV. Vehicle and Coverage Information

2009	PETERBILT	365	1XPSDU9X39D785784	<small>Miles/Hours</small>	350,000
<small>Year</small>	<small>Make</small>	<small>Model</small>	<small>Vehicle Identification Number (VIN)</small>	<small>Current ECM Reading</small>	<small>Current Odometer Reading</small>
		\$35,935.00	07/20/2017		\$4,971.00
<small>Vehicle Purchase Date</small>	<small>Vehicle Purchase Price</small>	<small>Agreement Purchase Date</small>	<small>Agreement Purchase Price</small>		
8					
<small>Vehicle Class (3-8)</small>	<small>Engine Size in Liters</small>	<small>Engine Type</small>	<input checked="" type="checkbox"/> Diesel	<input type="checkbox"/> Gas	

Navigator Coverage:

Engine Coverage

Engine/Transmission Coverage

Engine/Transmission/Drive Axle Coverage

Optional Coverage: (must be selected at the time of purchase to apply)

Option A - EGR/DPF XLT Package

Option B - (Aftertreatment Assemblies)

Paccar MX Equipped Maxxforce Equipped

Agreement Term:

Months 24 Miles 240,000

Service Drive Sale/Non-Point of Sale Delivery
(Inspection and waiting period of 30 days and 1,500 miles required)

Coverage Start Date: 07/20/2017

Coverage Starting Mileage: 350,000

Agreement Administrator/ Provider/Obligor: American Guardian Warranty Services, Inc. PO Box 768 Warrenville, Illinois 60555 800.579.2233	Wisconsin Administrator & Obligor: American Guardian Warranty Services of Wisconsin, Inc. PO Box 768 Warrenville, Illinois 60555 800.579.2233
Louisiana Obligor/Administrator: American Guardian Warranty Services of Florida, Inc. PO Box 768, Warrenville, IL 60555 800.579.2233	

V. Customer Acknowledgment

The **Agreement** that **You** are purchasing is between **You** and the **Agreement Obligor**. **You** will be notified by the **Selling Dealer** and/or the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the coverage, exclusions and maintenance requirements. This **Agreement** is based on information **You** provided on this **Information Page**. AUTHORIZATION IS REQUIRED FROM THE **ADMINISTRATOR** PRIOR TO THE REPAIR OF COVERED COMPONENTS.

Customer Signature (Your) _____ Purchase Date 07/20/2017 Selling Dealer Representative Signature _____

If no coverage level is selected, then only engine coverage will apply. If no term months and mileage have been indicated in **Agreement** term, then coverage will be in effect for 12 months/25,000 miles, whichever occurs first. A **Deductible** of \$100 per repair visit will apply. Any modification, alteration or change to the printed terms, conditions or coverages of this **Agreement** renders the **Agreement** invalid.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS

CLAIMS: 800.579.2233 | ROADSIDE ASSISTANCE: 888.491.3370

TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

TERMS AND CONDITIONS

In the event of a **Breakdown** of a covered part listed below, **We** agree to pay for the **Cost** of necessary parts and labor to repair or replace a covered part listed below for each component (including replacement of all lost fluids), less applicable **Deductible**, 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.

ENGINE ONLY COVERAGE: (Includes those Items listed in Components 1-2)

1. ENGINE: The following stated components are covered. The internal lubricated parts within the engine including pistons, piston rings, wrist pins, crankshaft, rod and main bearings, camshaft and cam bearings, cam followers. Timing chain and timing gears, timing chain tensioners. Intake and exhaust valves, valve guides, valve springs and valve retainers. Rocker arms, pushrods, lifters. Turbocharger rotor/turbine and housing. Water pump. Fuel Injectors. Progressive Damage: the Engine Block, Cylinder Head(s) and Cylinder Liners are covered if damaged in conjunction with a covered mechanical failure.

2. TAXES AND FLUIDS: Associated state and local taxes where applicable and required fluids to complete covered repairs.

ENGINE AND TRANSMISSION COVERAGE: (Includes those Items listed in Components 1-3)

3. TRANSMISSION: The following stated components are covered. All internal lubricated parts of the manual or automatic transmissions, including: torque converter, oil pump, valve body, governor, bands, drums, planetaries, sun gear, sprag(s), shaft(s), bearings and related bushings, shift rail, forks and synchronizers. Progressive Damage: the transmission case is covered if damaged in conjunction with a covered mechanical failure.

ENGINE, TRANSMISSION AND DRIVE AXLE COVERAGE: (Includes those Items listed in Components 1-4)

4. DRIVE AXLE: The following stated components are covered. All internal lubricated parts including: output shaft, bearings, bushings, gear sets, axle and bearings, carrier, ring and pinion gears, bearings, bushings, axle shaft. Progressive Damage: the drive axle housing is covered if damaged in conjunction with a covered mechanical failure.

OPTIONAL COVERAGE: The following surcharged coverage is available when identified on the **Information Page** and a surcharge has been paid.

OPTION A – DPF/EGR: Failure of the diesel particulate filter (DPF) or the EGR Valve. Coverage is limited to the first 24 months or 240,000 miles, or term months/mileage selected, whichever is less. No progressive damage outside of DPF/EGR coverage. **Coverage under this option is limited to one failure per DPF and two failures of the EGR Valve.**

OPTION B—Aftertreatment Assemblies: DPF (filter only), EGR Valve(s) (valve component only), EGR Cooler, DOC Doser Injector, SCR, DPF Doser Injector, DPF Dosing Module, DEF Dosing Injection Nozzle, DEF Tank, Diesel Oxidation Catalyst (DOC), Lambda Sensor (O2 Sensor), NOx Sensor, Aftertreatment Control Module (Aftertreatment ECM), DEF Dosing Module. No progressive damage from Aftertreatment to any other component except within Aftertreatment Assemblies. **Coverage is limited to one failure per listed component.** Coverage is limited to the first 24 months or 240,000 miles, or term months/mileage selected, whichever is less. Proof of maintenance service being done as per OEM schedule must be documented.

XLT PACKAGE—The following stated components are covered: Radiator, fan clutch, charged air cooler, air compressor, alternator, starter and solenoid, fuel tank(s), engine oil pan, engine vibration damper, radio(AM/FM/CD), main cabin primary HVAC (excluding sleeper): a/c compressor and clutch, blower motor, temperature control head, heater core.

Additional Benefits

ROADSIDE ASSISTANCE: You are entitled to one (1) Roadside Assistance service per 72-hour period. To receive these benefits You must call 888-491-3370 and provide Your Agreement number. The following benefits are available: (1) **Battery Service:** if a battery failure occurs, a jump start will be applied to start the covered Vehicle; (2) **Vehicle Fluid Delivery:** an emergency supply of coolant, oil or fuel will be delivered for Your covered Vehicle if you have an immediate need. You must pay the Cost of the actual fluid or fuel when delivered. (3) **Lock-Out Assistance:** If Your keys are locked inside the Vehicle, assistance will be provided to gain entry to the Vehicle. **Roadside Assistance is available ONLY during the Agreement term and services obtained through any source other than the toll-free number will not be covered.** The limit of liability for any single benefit is one hundred dollars (\$100.00).

TRIP INTERRUPTION OR RENTAL ASSISTANCE: When a covered Breakdown disables Your Vehicle and the repairs are completed more than one hundred (100) miles from Your residence, We will reimburse You for lodging and meal expenses or substitute rental vehicle expenses incurred by You between the date of the Breakdown and the date on which covered repairs are completed. You will be reimbursed for actual lodging expenses or substitute rental vehicle expenses up to one hundred twenty five dollars (\$125.00) per day for up to two (2) days, not to exceed two hundred fifty dollars (\$250.00) per occurrence. Legible and verifiable receipts are required for reimbursement.

TOWING ASSISTANCE: If towing assistance becomes necessary due to the Breakdown of a covered component, towing costs not payable by insurance will be covered for up to three hundred seventy five dollars (\$375.00) per occurrence. A paid in full, signed towing bill is required for reimbursement.

WHAT TO DO IF REPAIRS ARE NEEDED

If Your Vehicle is unsafe and needs to be towed, contact a tow company to arrange towing service. Otherwise, deliver Your Vehicle to a repair facility and authorize them to diagnose the failure. Provide the repairer with Your Agreement number and direct them to call the Administrator for Repair Authorization at 1-800-579-2233.

Emergency Repair—if a covered component has a Breakdown at any time outside of the Claims Department regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claims procedure outlined above; or (2) 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 day so that the Administrator may determine whether there was a covered Breakdown. If the Administrator determines that there was a covered Breakdown and You meet the requirements outlined herein, then We will pay You in accordance with the terms and conditions of this Agreement.

You must obtain a Repair Authorization Number from Our Claims Department to assure coverage under this Agreement.

Call Toll Free at 1-800-579-2233 for Instructions and Repair Authorization.

No Payment for a Claim will be made without Authorization.

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.

Definitions: When used, key terms will appear in bold print and have special meaning as follows:

Actual Cash Value (ACV) – means the actual cash value of Your Vehicle at the time of repair according to the most recently published NADA Guide for Trade-in-Value

Administrator, Obligor, Our, Us and We – means American Guardian Warranty Services, Inc. ("AGWS"), except in the state of Louisiana where it means American Guardian Warranty Services of Florida, Inc. and in the state of Wisconsin where it means American Guardian Warranty Services of Wisconsin, Inc. Our mailing address is P.O. Box 768, Warrenville, IL 60555; and Our toll-free telephone number is 1-800-579-2233.

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

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, wear and tear or defects in workmanship and outside the manufacturer's tolerance.

Cost(s) – 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 the manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards. Labor rate will be determined based on repairing facility's geographic region.**

Deductible – means the amount that You must pay for covered repairs per occurrence as identified on the **Information Page**.

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

Lienholder/Lender – means a financial institution identified on the **Information Page** and providing financing for the purchase of this **Agreement**.

Selling Dealer – means the retail seller of this **Agreement** to You for the **Vehicle** described on the **Information Page**.

Vehicle or Covered Vehicle – means the **Vehicle** described on the **Information Page**.

You and Your – means the purchaser identified on the **Information Page**.

Insurance Statement:

Our obligations are guaranteed by an insurance policy issued by Virginia Surety Company, Inc. In the event that We cease to operate, are bankrupt, or fail to pay an authorized claim within sixty (60) days after proof of loss is filed, You may file a claim directly with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206.

Your Responsibilities:

1. You must follow the manufacturer's recommended maintenance schedule for any and all required services, including keeping receipts for services performed. The required receipts include date, mileage, service performed and service provider. These records may be requested by the Administrator for the investigation of a claim or transfer. IT IS RECOMMENDED THAT YOU KEEP MAINTENANCE RECORDS WITH THE VEHICLE. In the event that You perform Your own maintenance, You must provide copies of receipts for materials purchased and a service log showing date, mileage and services.
2. 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. Direct the repair facility to call Administrator at 1-800-579-2233 to report a claim. You must obtain Repair Authorization from the Administrator prior to repairing any covered component.
5. In the event You need to receive reimbursement for Your authorized claim, You must submit the following within ninety (90) days of approval: A) the original Repair Order signed by You; B) proof of payment with a cash register receipt/credit card receipt/personal check copy; C) where applicable, copies of original towing or rental bill 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 pay for the **Cost** of necessary repairs. The Administrator reserves the right to inspect Your Vehicle to evaluate covered repairs.

Exclusions-What Is Not Covered:

Where permitted by state requirements the following are not covered (See State Requirements):

1. **PRE-EXISTING CONDITIONS.**
2. Failures that occur during the waiting period identified on the **Information Page**.
3. Cooler lines and related componentry.
4. Damage to a covered component caused by the failure of a component not listed as covered under this **Agreement**.
5. Repairs that are covered under the original manufacturer's warranty regardless of whether or not that warranty was transferred to You or the manufacturer refuses to honor its obligations. Any cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls, service bulletins or campaign(s) by manufacturer.
6. Repairs beyond those required to correct a Breakdown.
7. **ANY COVERED REPAIR NOT AUTHORIZED IN ADVANCE BY THE ADMINISTRATOR.**
8. Damage caused by continued operation of an impaired Vehicle.
9. Seals, gaskets, and fasteners unless required in conjunction with a covered mechanical Breakdown. Any component part of the engine block assembly not specifically listed as covered under Item 1. **ENGINE**. Stuck or failed variable vanes (VGT) turbocharger mechanism. Any component parts of the transmission assembly not listed as covered under Item 3. **TRANSMISSION**, including electronic controls, levers, linkage, rubber mounts, transmission cooler, external hoses, pipes, tubes and hard lines. Any component parts of the drive axle assembly not listed as covered under Item 4. **DRIVE AXLE**: including wheel bearings.
10. Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
11. Damage caused by overloading the Vehicle beyond the manufacturer's recommended capacity.
12. A Breakdown caused by or involving modifications, alterations or additions to the Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle Manufacturer.
13. Towing another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
14. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, cavitation, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance. All gasket or seal failures, cracked heads or block, overheating or other engine failure due to lack of fluids or improper maintenance.
15. Repairs made outside of the United States and Canada.
16. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God, or loss that is normally covered by Casualty Insurance.
17. The cost of teardown, disassembly or assembly when a Breakdown is not covered by this **Agreement**.
18. Repairs that are covered under a repairer's guarantee, service agreement or other warranty.
19. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees, loss of earnings, personal damage or per diem expenses.

This **Agreement** provides no benefit or coverage and We have no obligation if:

1. The Vehicle odometer fails to register, record actual mileage, or true mileage cannot be determined for any reason, including ECM failure, while owned by You.
2. You rent Your Vehicle to someone else.
3. Your Vehicle is used for postal service, taxi, livery, police or other emergency services, snow plowing, competition or speed events.
4. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who made the modifications or when the modifications were made.
5. Your Vehicle is identified as a Gray Market Vehicle, Total Loss, Flood Damaged, Salvaged, Rebuilt or a Glider Reconstruction.

Limit of Liability: In no event shall the Aggregate Limit of liability exceed the amount identified by Vehicle Class below or the Actual Cash Value (ACV) of the vehicle at the time of repair, whichever is less.

	Vehicle Class 3-4	Vehicle Class 5-6-7	Vehicle Class 8
Engine/Water Pump:	\$9,500	\$15,000	\$20,000
Transmission:	\$4,000	\$6,000	\$7,500
Drive Axle:	\$4,000	\$6,000	\$7,500
Option B (if selected):	\$7,500	\$7,500	\$7,500
XLT Package:	\$1,000 per component	\$1,000 per component	\$1,000 per component
AGGREGATE LIMIT:	\$13,000/ACV	\$20,000/ACV	\$30,000/ACV

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. In all states except California, if We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.

Agreement Period:

The time and mileage limit of the Term Selected starts on the Agreement Purchase Date and Current Odometer Reading shown on the Information Page. If the Service Drive Sale/Non-Point of Sale Delivery box is checked, coverage begins 30 days and 1,500 miles from the Agreement Purchase Date and Current Odometer Reading shown on the Information Page. The additional 30 days and 1,500 miles will be added on to the end of the contract term and odometer mileage.

Arbitration: You agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. 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. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; Website: www.adr.org. This Arbitration provision is deleted in its entirety in California, Georgia, Mississippi, Nebraska, and Oregon.

Cancellation:

In the event the covered Vehicle is repossessed, declared a total loss, or, You give notice of cancellation, the Agreement shall terminate. You may cancel this Agreement. To request a cancellation, submit written notification immediately to the Selling Dealer or Administrator including the following: 1) the Agreement Number; 2) Vehicle Identification Number; 3) a signed notarized statement certifying the current Vehicle odometer reading. If this Agreement is cancelled within thirty (30) days of the Agreement purchase date and no claim has been made, We will refund the full Agreement purchase price. If the Agreement is cancelled after the first thirty (30) days or a claim has been filed, the refund will be made on an amount of the Agreement purchase price calculated according to the pro-rata method reflecting the greater days in force or the miles driven based on the term of the plan selected and the date coverage begins, less a fifty dollar (\$50.00) administrative fee; \$25.00 or 10% of the refund, whichever is less, in California; \$50.00 or 10% of the refund, whichever is less, in Georgia; \$50.00 or 10% of the refund, whichever is less, in Illinois; \$50.00 or 10% of the pro rata refund, whichever is less, in North Carolina; \$25.00 in Washington; and \$50 or 10% of the provider fee, whichever is less, in Wisconsin). In the event of a cancellation, the Lienholder, if any, will be named on the refund check. In the event of a cancellation upon repossession, the Lienholder will be the sole payee. Where permitted, any claim incurred or paid will be deducted from the amount of the cancellation refund. State guidelines and regulations where the Agreement was sold take precedent over these terms. (Georgia does not allow for a claim incurred or paid to be deducted from the amount to be returned.)

Cancellation By Us: We may cancel this Agreement: 1) If there has been a material misrepresentation or fraud at the time of sale of this Agreement or when filing a claim under this Agreement; 2) If the odometer or ECM has been tampered with or disabled and You have failed to repair the odometer or ECM; 3) If You do not pay the Agreement price. If We cancel this Agreement for any reason other than non-payment, We will mail You written notice at least thirty (30) days prior to cancellation. A pro-rata refund reflecting the greater days or miles driven based on the term of the plan selected and the date coverage begins will be made to You. All refunds will be paid to the Lienholder, if any, otherwise to You. If this Agreement is financed and Your Vehicle is a total loss or is repossessed, You authorize Your Lienholder to cancel this Agreement and receive the refund.

Transfer of Agreement:

In the event that You sell the covered Vehicle, this Agreement shall terminate. You may apply for a transfer to the new owner. Where applicable, the manufacturer's warranty including extended powertrain warranty must transfer to the new owner to obtain coverage under the Transfer provisions of this Agreement. Within thirty (30) days from the date of sale to a private party and not a dealer or entity in the business of selling, trading or leasing vehicles, submit the following: 1) A check for a \$100.00 transfer fee payable to Administrator- AGWS; 2) A copy of the Information Page of this Agreement; 3) A signed affidavit stating the date of sale, the mileage at sale and the new owners name, address and telephone number, and 4) Copies of Your maintenance documents for the covered Vehicle. Proof of continuation of regular maintenance will be necessary in the event of a claim. 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 car dealership or anyone other than an individual person that purchased Your Vehicle. This Agreement may only be transferred once.

Payment Plan Agreements:

If this Agreement is purchased on a payment plan, failure to make timely payments will result in cancellation with no refund due unless state law mandates otherwise. Should a claim arise before this Agreement is paid in full, the balance owed will be deducted from the claim payment unless state law mandates otherwise.

NOTICE TO CONSUMERS:

- The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. You may be required by the Seller of this coverage to pursue those warranties, which are available to You without this Agreement.
- The purchase of this Agreement is not required to purchase or obtain financing for the Vehicle.
- The terms of this written Agreement control the Agreement between us. No change or modification to the written terms is valid.
- This Agreement is based on information You provided on the Information Page. Misrepresentation on the Information Page will result in rejection of this Agreement.
- This is a service contract not an insurance policy.

STATE REQUIREMENTS

If this Agreement was purchased in any of the following states, the Agreement is amended as indicated after each state. The Administrator of this Agreement makes diligent effort 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.

California: American Guardian Warranty Services, Inc.'s California License number is 0C73808. Performance to You under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (800) 209-6206. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357. Cancellation of this Agreement shall comply with California law. If You provide notice of cancellation to Us during the first sixty (60) days from the effective date for a new or thirty (30) days for

a used **Vehicle**, **You** will be refunded 100% of the premium paid, if no claims have been filed. If a claim has been filed within the first sixty (60) days for a new or thirty (30) days for a used **Vehicle**, the refund will be pro-rated based on either elapsed time or mileage remaining. After the first sixty (60) days for a new or thirty (30) days for a used **Vehicle**, **You** will be refunded 100% of the unearned premium paid, less a fee of ten percent (10%) of the refund amount or \$25.00, whichever is less. The unearned premium will be prorated according to the pro-rata method reflecting the greater days in force or the miles remaining. In the event of a claim arising in California, the proper venue for litigation shall be in California. **Administrator** reserves the right to void the **Agreement** or deny claims at any time due to fraud, misrepresentation or nonpayment. The name of the **Obligor** is amended to American Guardian Warranty Services Inc. dba A.G.W.S. Insurance Services.

Connecticut: All disputes must be resolved in accordance with the Regulations of Connecticut State Agencies §42-260. In the event of a dispute with the **Administrator**, **You** may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816. Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price or lease price of the product, the cost of the repair or replacement and a copy of the extended warranty contract. If the term of this **Agreement** is less than one (1) year, the **Agreement** term shall be automatically extended while any repairs covered under the **Agreement** are being done and the **Vehicle** is in the custody of the **Authorized Repair Facility**. If **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed, **You** may cancel this **Agreement**, subject to the cancellation provisions of this **Agreement**.

Georgia: 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** is excluded from coverage. Also, repairs when the covered **Vehicle's** odometer has been altered or tampered with *while owned by You* are excluded from coverage. Modifications to the **Vehicle made by You** results in rejection of coverage under this **Agreement**. Damage due to sludge may not be excluded from coverage. A cancellation will comply with Georgia Code Chapter 33-24-44. If **You** cancel this **Agreement** after thirty days, the cancellation/administrative fee will be \$50 or 10% of the pro-rata refund amount, whichever is less. The **Obligor/Administrator** may only cancel the **Agreement** for fraud, material misrepresentation or nonpayment. There is a thirty (30) day written notice of cancellation for reasons other than non-payment regardless of when the **Agreement** was cancelled. **We** will return the unearned premium to **You** within ten (10) working days after cancellation. A ten (10) day written notice of cancellation will be given if canceled for non-payment. The finance company/**Lienholder** must hold a power of attorney in order to cancel the service for nonpayment.

Hawaii: Cancellation: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the receipt of the service contract to the provider.

Idaho: Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: If **You** provide a written notice of cancellation to the **Selling Dealer** after the first thirty (30) days after the **Agreement** purchase date, or if **We** or the **Lienholder** cancel this **Agreement** at any time, **You** will be entitled to a pro-rated refund of the **Agreement** price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total time or mileage specified in the **Agreement**, less a cancellation fee equal to the lesser of \$50.00 or ten percent (10%) of the amount of the pro-rated refund, and the amount of claims paid under this **Agreement**. Wear and Tear: a gradual reduction in operating performance due to normal wear and use IS included in this Agreement.

Indiana: THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.

Iowa: If **You** have problems or questions about this **Agreement**, **You** may contact the Commissioner of Insurance of the State of Iowa or the Iowa Securities Bureau at (515) 281-4441, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738. Cancellation: A ten percent (10%) penalty will be added each month to the cancellation refund not paid to **You** within thirty (30) days of the return of the **Agreement** to **Us**.

Louisiana: The **Obligor/Provider** is American Guardian Warranty Services of Florida, Inc., PO Box 768, Warrenville, IL 60555, (800) 579-2233. Cancellation: If this **Agreement** is cancelled within thirty (30) days of the sale date, **We** will refund the full amount of the cost of the **Agreement**. If the **Agreement** is cancelled after the first thirty (30) days the refund will be made on an amount of the **Agreement** charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins, less a \$50.00 dollar administrative fee.

Maine: A monthly penalty equal to ten percent (10%) of the returned amount will be added to any refund that is not paid or credited to **You** within forty-five (45) days after **Our** receipt of a cancellation request from **You**. In the event of a cancellation by **Us**, **We** will provide **You** with notice mailed fifteen (15) days prior to cancellation that identifies both the basis for cancellation and the cancellation effective date.

Maryland: The repair of a malfunction or defect covered under this **Agreement** shall include the **Cost** of the tear down and diagnosing the malfunction or defect. A ten percent penalty (10%) per month shall be added to a refund that is not paid within forty five (45) days after the receipt of the service contract to **Us**.

Mississippi: Cancellation of a contract by **Us** shall become effective sixty (60) days after a cancellation notice is mailed to **You** unless a cancellation is for non-payment of a contract whereby the contract will be cancelled fifteen (15) days after the notice of cancellation is mailed to **You**.

Nebraska: The aggregate actual cash value is the purchase price of the **Vehicle**.

New York: A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request.

North Carolina: The seller of this **Coverage** is required to inform **You** of any warranties available to **You** without this **Agreement**. No **Agreements** may be cancelled by the Seller or **Administrator** prior to the expiration of the term as stated in the **Agreement** without **Your** consent, except in the case of nonpayment of the **Agreement** price, a material misrepresentation related to this **Agreement** made by **You** or any other act by **You** constituting a breach of duty under this **Agreement**. **You** may cancel at any time and receive a pro rata refund less any claims paid on the **Agreement** and a reasonable administrative fee not to exceed ten percent (10%) of the pro-rata refund. The term of this **Agreement** for cancellation purposes will be based on the date **You** purchased **Your Vehicle** and the **Vehicle** mileage on the date purchased.

Utah: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Arbitration in Utah is binding and shall be in compliance with the "Utah Uniform Arbitration Act" (78B-11-101). In Utah, arbitration does not have to take place within sixty (60) days of the filed loss. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **Agreement Coverage:** Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file proof of loss within the prescribed time. The Cancellation provision is amended to abide by the Utah Code 31A-21-303. Cancellation of this **Agreement** at any time is effective no sooner than thirty (30) days from the delivery or first-class mailing of a written notice to **You**. This **Agreement** cannot be voided for any reason and may only be cancelled with proper notice. **You** may purchase this **Agreement** through payment up front or through installment payments.

Washington: **You** may contact Virginia Surety Company at any time. The following provisions of **Your Agreement** are hereby amended with the following pursuant to the Revised Code of Washington 48.110.075: Cancellation: **You** may cancel and return this **Agreement** and receive a refund of the full purchase price by returning it to the **Administrator** within nine (9) days or less, if no claim has been made. If after nine (9) days and no claim has been made, **You** may cancel and return this **Agreement** for full purchase price, less a cancellation charge of \$25.00. If after thirty (30) days, and a claim has not been made, the refund will be determined on a pro-rata basis, which is the greater of usage reflecting the days in force or the miles driven from the start of the **Agreement** term to the expiration terms, less a cancellation charge of up to twenty five dollars (\$25.00). If **You** cancel and return this **Agreement**, the **Agreement** is void from the beginning and the parties are in the same position as if no **Agreement** had

been issued. Any claim paid or incurred may be deducted from the amount of the cancellation refund. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of the **Agreement** to the provider. Cancellation by **Us**: **We** will not deny a claim based upon **Your** failure to properly maintain the **Vehicle**, UNLESS the failure to maintain the **Vehicle** involved the failed part or parts. Arbitration: Any decision reached by Arbitration shall be binding upon both **You** and AGWS. If this **Agreement** is found to be subject to Arbitration the proceeding will take place in the state of Washington near **Your** residence. If this **Agreement** is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in the State of Washington. Both Parties hereby waive the right to a jury trial in any such proceeding. The implied warranty of merchantability on the motor **Vehicle** is not waived if the **Agreement** has been purchased within ninety (90) days of the purchase date of the motor **Vehicle** from a provider who also sold the motor **Vehicle** covered by this **Agreement**. _____ (You must initial here). By initialing, **You** acknowledge the review and understanding of the above disclosures and the contract including, coverage, maintenance requirements, duty to protect against further damage, claim procedures, covered parts and labor, time/mileage limitations, exclusions, and cancellation provisions. Service of Suit: The commissioner is the attorney to receive service of legal process in action, suit or proceeding in court.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Agreement Administrator and Obligor is American Guardian Warranty Services of Wisconsin, Inc., P.O. Box 768, Warrenville, Illinois 60555; (800) 579-2233. Cancellation: If **We** do not pay or credit a refund within 45 days after the return of a service contract to the provider, **We** shall pay a ten percent (10%) per month penalty of the refund amount outstanding which will be added to the amount of the refund. If **We** cancel this Agreement, notice, inclusive of an effective date outlining the specific nature or reason for cancellation will be mailed to **You** at the last known address for **You** at least five (5) days prior to the cancellation date. **We** may charge an administrative fee for cancellation equal to ten (10%) percent of the provider fee. Our rights of ownership to salvaged parts shall become effective only after **You** have been fully compensated for damages or repairs under this Agreement. Our rights to subrogation under this Agreement are not valid until **You** have been made whole and fully compensated for damages. Note: In Wisconsin, the arbitration provision is amended to provide for non-binding arbitration upon the agreement of both parties.



TRUCK/BUS OWNER RESPONSIBILITIES USED TRUCK SERVICE CONTRACT

If you have purchased an AGWS Service Contract (Compass Heavy Duty Truck Protection) on your used truck, please be aware of your responsibilities.

Keep Copies of your Service Contract in your Truck

_____ Initial Call AGWS Claims Department to get repair approved or your Service Contract may not cover the repair cost.
Phone #: 800-579-2233 (Press 2 for Claims Department)
You must give them your Agreement Number provided above.

_____ Initial There is a deductible that you are responsible to pay on any repair.
Your deductible is \$100.00 per repair visit.

_____ Initial You are required to do your best to mitigate damage to a failed component.
Shut off the truck at the first sign of a problem.

_____ Initial You must document your oil changes and service your transmission and rear axles in accordance to engine, transmission and rear differentials manufacturer's recommended service schedule specific to the components on your truck.
In the event of a claim, **you will be required to show proof** that your truck has been serviced as recommended by the manufacturer of the failed component. **This applies to all Class 3-7 and Class 8 vehicles.**
If you have your truck serviced at a dealer or other facility, keep receipts with the date, VIN of truck and mileage to be presented at time of any claim
Keep copies of documentation in the truck.

_____ Initial If you do your own oil changes and/or other routine PM service on your truck, use a service log to record the dates and mileage of these activities. Be sure to keep receipts (or copies) for all oil and other fluids purchased with this log for presentation to AGWS Claims Department at time of claim submission.
You, the Owner, are responsible to find and follow the service guidelines specific to your vehicle's covered components.
Your Service Contract will be voided if your truck is not maintained as described above.

_____ Initial If you need Roadside Assistance, call 888-491-3370. You must give them your AGWS Agreement # listed above.

_____ Initial Trip Interruption Assistance - to be reimbursed for expenses related to a covered claim, send copies of your food and lodging receipts with a copy of your repair order to: AGWS, P.O. Box 768, Warrenville, IL 60555

_____ Initial Keep towing receipts and send copies to AGWS for reimbursement on approved claims only.
There is a limit of \$375.00 on towing reimbursement. You are responsible for any difference.
See contract for reimbursement details. AGWS address: AGWS, P.O. Box 768, Warrenville, IL 60555

_____ Initial You are aware that you chose the Navigator or Navigator NT coverage and as such acknowledge there are limits of liability within the agreements.

_____ Initial Remember . . .
Keep copies of all of your Service Contract documents in your truck.
Get repair approved prior to any work being done.
Coverage is very specific. - Read your Service Contract and know what is covered!

This document is a general guideline and not part of any Service Contract.
Following it is no guarantee of compliance with coverage or contract terms.
See AGWS Service Contract for Complete Details.

I have read and initialed this document and I understand my responsibilities.

Truck Owner(Purchaser)

Date

Dealer

Date

Copy to Truck Owner - Copy to Dealer Truck File