Pre-Owned Vehicle Protection Plan/Limited Warranty II



Petra Oil Company Pre-Owned Vehicle Protection Plan/Limited Warranty

This Pre-owned Vehicle Protection Plan / Limited Warranty (the "Plan") is between Petra Oil Company and you, the purchaser of the vehicle serviced with the Petra Oil products identified below.

Petra Oil Company, through its authorized claims administrator and/or insurance company, will repair or replace certain specified vehicle components that fail because the Petra Oil products (the "Petra Oil Products" or "Products") identified below did not provide proper protection:

Gasoline Kit: Part Number 9900G2

Diesel Kit: Part Number 9900D2

This Plan does not extend or become part of any other warranty on your vehicle, and takes effect only after the original manufacturer's warranty and/or extended warranty for your vehicle expire; however, this Plan covers the deductible due under the original manufacturer's warranty or extended warranty.

Terms & Conditions.

This Plan is subject to the following terms and conditions:

- For each Petra Oil Product listed above, this Plan takes effect 500 miles after the Product is first used to service your vehicle and expires 6,000 miles after the Product is first used to service your vehicle.
- The Product must first be used to service your vehicle before the vehicle's odometer reaches 120,000 miles/193,000 kilometers.
- All services required by this Warranty [or Plan] must be performed by an ASE-certified technician at either a commercial repair shop or professional installer.
- The maximum benefit provided under the Plan is \$2,500 USD. You will be responsible for payment of any amount in excess of the maximum benefit to repair or replace the specified components.

- Payment under this Plan is limited to the reasonable cost of replacement parts of like kind and quality, and the labor time necessary to make repairs or to replace any irreparably damaged parts allocated by the Mitchell Flat Rate Guide or other industry accepted flat rate guide. The payment rate for labor shall be \$90 USD per hour or the repair shop's posted hourly rate, whichever is less. You will be responsible for payment of any amount in excess of the maximum benefit to repair or replace the specified components.
- Your vehicle must be serviced in accordance with the original equipment manufacturer's recommendations.
- You must retain all receipts evidencing all services performed with the Product, with the applicable part numbers on the receipt.
- If the vehicle is used for towing, it must be equipped with a factory installed tow package and must not be used to tow cargo weighing more than the manufacturer's specifications recommend.
- This Plan only covers legally registered vehicles, passenger cars, vans, SUVs, and pickup trucks with a gross vehicle weight of 9,500 pounds/4,300 kg or less.

This Plan is limited to the following specified components:

Engine: Pistons & Rings, Wrist Pins & Busing, Rods and Rod Bearings, Intake Valves & Guides, Cylinder Liners or Bores, Rocker Arms & Pivots, Distributor Drive Gear, Cam Shafts & Bearings, Push Rods, Crankshafts & Bearings, Timing Gear or Sprockets, Turbo Bearings, Valve Lifters, Oil Pump.

Fuel: Fuel Injectors & Intake Valves (limited to malfunctions due to deposits).

Cooling System: Heater Core, Water Pump, Freeze Plugs and Radiator. (Must use coolant that meets vehicle manufacturer's specifications.)

Automatic Transmission System: Transmission Housing or Case only when damaged by an internally lubricated part covered under this plan. (Proper fluids meeting vehicle manufacturer's specifications must be used.) **Power Steering System:** Covers the lubricated parts contained within the Power Steering Gearbox or Rack

and Power Steering Pump.

Exclusions

This Plan does not cover the Products when used on the following vehicles:

- Vehicles that have been modified for or used in competition;
- Agricultural use vehicles, taxis, buses, limousines, law enforcement vehicles, motorcycles, motor homes, delivery vehicles, construction vehicles, racing vehicles, and vehicles with salvaged, washed, branded, or junk titles;
- Vehicles with an odometer that has been changed or altered, or an odometer that has ceased to function;
- · Vehicles with more than two axles;
- Vehicles maintained by in-house repair or maintenance facilities;
- · Vehicles with CVT Transmissions.

This Plan does not cover claims resulting from collision, fire, theft, vandalism, contamination of fluids, acts of God, war, misuse, abuse, riot, freezing, negligence, or lack of normal maintenance required by the vehicle manufacturer.

This Plan does not cover repair or replacement necessitated by condition(s) or damage to system components which existed prior to the use of the Product. Petra Oil Company has the right to perform an independent parts analysis through it or its administrator to determine the existence of such pre-existing condition(s) or damage.

This Plan does not cover damage caused by operation of the vehicle during a system failure.

This Plan does not cover rental vehicle cost incurred during repair or replacement of a covered component.

This Plan does not cover failure of a covered component that is a direct result of a mechanical or structural flaw that the manufacturer acknowledges through any means, such as public recalls or factory service bulletins, or that the manufacturer will repair at its expense.

This Plan does not cover storage fees and diagnosis.

This Plan does not cover Products used on vehicles operated outside the United States, Canada and Puerto Rico.

The Plan does not cover incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you.

Claims & Repair Procedures.

In the event of a claim, you must notify Petra Oil Claims Administrator prior to having any repairs made by calling:

> Petra Oil Company, Inc. c/o Petra Warranty 877-499-4CAR 11085 Regency Green Drive Cypress, Texas 77429

You must provide the following documentation:

- 1. All service repair orders showing the vehicle was serviced as required under the terms and conditions of this Plan. Petra Oil Product part numbers must be indicated on the repair order.
- 2. A complete statement of damage and an estimated repair cost statement from a repair facility approved by the Petra Oil Company Claims Administrator.
- 3. A notarized vehicle purchase date verification.
- 4. A copy of your signed sales contract with the dealer.
- 5. If required, you must ship the damaged parts, as well as a sample of vehicle fluid involved with the damaged parts to:

Petra Oil Company, Inc. Attn: Product Warranty 11085 Regency Green Drive Cypress, Texas 77429

This Pre-owned Vehicle Protection Plan / Limited Warranty is not transferable and shall terminate upon change of vehicle ownership. Any dispute arising under the terms of this Plan shall be resolved by binding arbitration in the State of Texas pursuant to the Commercial Arbitration Rules of the American Arbitration Association and FTC Dispute Resolution Rule. The terms of this Plan may not be modified. This Plan gives you specific legal rights, and you may also have other rights which vary from State to State.