

TERMS & CONDITIONS

Free Tires & Batteries for Life Program

I, _____, the undersigned (“PURCHASER”), have read, understand, and agree to the Terms & Conditions set forth herein for the complimentary service loyalty reward program “Free Tires & Batteries for Life Program” (“PROGRAM”).

1. Purchaser Eligibility. Any person having purchased a new or preowned vehicle from Subaru of Midland Odessa in Midland, Texas (“DEALERSHIP”) shall be eligible for the Program.

2. Price. The Program is optional and entered at the discretion of the Purchaser. This is a no-charge, complimentary program, of no cash value.

3. Dealership Services. The Dealership will replace, with manufacturer recommended or comparable equipment, any tire(s) with a tread depth of less than 3/32 of an inch due to normal wear and the vehicle battery, at no cost to the Purchaser. Some exclusions may apply.¹ Reimbursement is limited to a maximum of \$150.00 per tire or \$125.00 per battery, parts and labor excluded, with the Purchaser responsible for any difference in the cost. If the Purchaser elects to upgrade the tire(s) or battery with a model different from that selected by Dealership, the Purchaser will pay any excess amount over the cost of the equipment that would otherwise have been provided by the Dealership under the terms of the Program.

4. Restrictions. To qualify for any reimbursement, the Purchaser shall have all regular scheduled maintenance services, as outlined in “[SERVICE SCHEDULE DOCUMENT TITLE]” (“SERVICE GUIDE”). All such maintenance services recommended and/or required by the manufacturer or the Dealership, must be performed exclusively at the Dealership for as long as you own the subject vehicle, in order to maintain eligibility for the Program. The Service Guide requires, among other things, that (i) an oil change be performed every 6,000 miles or 6 months, whichever comes first; (ii) a tire rotation and balancing be performed every 6,000 miles or 6 months, whichever comes first; and (iii) a 4-wheel tire alignment be performed every 12,000 miles or once per year. The vehicle battery will be replaced every 60,000 miles or five (5) years, whichever comes first. A grace period of 500 miles or one (1) month is permitted for all regular scheduled maintenance services. All service maintenance must be recorded by an authorized staff member of the Dealership at time of service. Tires damaged due to road hazards, misalignment, or abnormal wear are not eligible for replacement. Failure to meet any of the conditions or requirements herein, or those provided in the Service Guide, immediately voids the Purchaser’s eligibility in the Program.

5. Assignment and Transfer. The benefits of the Program shall apply only to the Purchaser, and they may not be assigned or transferred to another person, business entity, or subsequent bona fide purchaser of the subject vehicle.

6. Arbitration. All claims and disputes arising under or relating to these Terms & Conditions or the Program are to be settled by binding arbitration in the State of Texas or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration

¹ The Program excludes any and all specialty or sport tires, including, but not limited to, racing, off-road and heavy-duty tires, on all cars, trucks and sport utility vehicles.

proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction.

7. Representations. No further representations have been made to the undersigned by the Dealership, its employees or agents. The program and its guidelines are set by and approved by the Dealership Management. All claims are subject to Management approval.

The undersigned, Purchaser, has read the Terms & Conditions concerning the Program, including the maintenance requirements set forth in the Service Guide, and understands they, the Purchaser, are solely responsible for scheduling all maintenance with the Dealership as set forth herein.

PURCHASER:

Signature

Name

Date