



Used Automobile Limited Warranty and Registration Form For Vehicles with 50,000 or MORE Miles When Sold

Customer Information

CUSTOMER _____ HOME TELEPHONE (____) _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____

Vehicle Information

DEALER CODE _____ ODOMETER READING _____
 YEAR _____ MAKE _____ MODEL _____ VEHICLE IDENTIFICATION NUMBER _____
 WARRANTY EFFECTIVE DATE _____
 Is the vehicle 4-wheel or all-wheel drive? YES NO

Dealer Acceptance

DEALERSHIP-WARRANTOR _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 AUTHORIZED DEALERSHIP REPRESENTATIVE _____

 Name (print) Title Signature

Limited Warranty Period/Customer Assistance Information

Limited Warranty Period: This Limited Warranty begins on the warranty effective date stated above and lasts for 100 days from that date or 3,000 miles beyond the odometer reading stated above, whichever occurs first.

Report all claims to:

Service Department Hotline (____) _____

Customer whose name and signature appear herein has read this Used Automobile Limited Warranty and Registration Form and agrees to the terms and conditions set forth herein, including the provisions set forth on the reverse side. Customer acknowledges and agrees that these terms and conditions are a complete statement of coverage and rights under this Used Automobile Limited Warranty and Registration Form and that customer is not relying on any writings other than this Used Automobile Limited Warranty and Registration Form or any other representations or promises. Ferman does not authorize any person to create for it any other obligations or liability in connection with this vehicle. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO VEHICLE IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY AND REGISTRATION FORM. FERMAN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. This Used Automobile Limited Warranty and Registration Form gives you certain legal rights, which may vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

I acknowledge that I have read the front and back of this Used Automobile Limited Warranty and Registration Form (including the Arbitration Clause at the bottom of the back of this Form) and was provided with a copy of the Form.

Customer's Acceptance _____ Date _____

Customer's Acceptance _____ Date _____

This Limited Warranty is between dealership-warrantor listed on the front of the Used Automobile Limited Warranty and Registration Form and the Customer, and applies only to the used vehicle described on the front of this agreement. This Limited Warranty covers the parts described as follows:

PARTS COVERED:

ENGINE

Gasoline Engine: Cylinder block and all internal lubricated parts including: crank shaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and re-tainer boll crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, oil filter adapter/ housing, oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, fuel supply pump, vacuum pump, seals and gaskets and fasteners for the components listed above.

Turbocharged Engine: All parts listed above plus turbocharger housing, internal parts, waste gate controller, intercooler, hard lines, seals and gaskets.

Supercharged Engine: Compressor, all internal parts, clutch and pulley, bypass valve, ducting, intercooler, seals and gaskets.

Rotary Engine: All parts listed above plus housing, internal parts, seals and gaskets.

Diesel Engine: All parts listed above plus diesel fuel injection pump, lines and nozzles.

TRANSMISSION

Automatic- Case and all internal lubricated parts including: oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, scaling rings, transmission mounts, cooler hard lines, seals and gaskets and fasteners for the components listed above.

Standard - Case and all internal lubricated parts including: main shaft, gear sets, shift forks, synchronizer, bearings, bushings, seals and gaskets and fasteners for the components listed above.

Transfer Case (4X4 vehicles) - Case and all internal lubricated parts including: main shaft gear sets, chain and sprockets, bearings, bushings, mounts, seals and gaskets, fasteners for the components listed above, electronic and vacuum engagement components.

FRONT WHEEL DRIVE

Final drive housing, and all internal parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, constant velocity joints and boots, universal joints, front hub bearings, locking hub assemblies (4X4), drive shaft support, rear axle hub bearings, seals and gaskets and fasteners for the components listed above.

REAR WHEEL DRIVE

Drive axle housing, and all internal parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, axle hub bearings, propeller shafts, universal joints, drive shaft support, front and rear hub bearings, seals and gaskets and fasteners for the components listed above.

WARRANTY COVERAGE

Limited Warranty breakdown coverage: If any of the covered parts listed above break down, then for the lesser period of 100 days from the Vehicle Purchase Date or 3,000 miles, whichever comes first (the "Warranty Period") Ferman will at no charge to Customer repair or replace any such parts. Limited Warranty breakdown coverage applies to the covered parts as listed as items in "PARTS COVERED" above, plus related labor, but does not cover parts which are covered by any warranty of the manufacturer or any third party warranty. Notification of failure of a covered part must take place within the Warranty Period. Repairs will be made with parts of like kind and quality. It is expressly understood that replacement parts and/or components need not be new, but may be used or rebuilt and will be guaranteed serviceable. A "breakdown" or "mechanical breakdown" means the failure of any original or like replacement part covered by this Limited Warranty to work as it was designed to work in normal service. By way of example, and not in limitation of the foregoing, this limited warranty does not cover the failure of a covered part if its failure is caused by the failure of a non-covered part. Further, reduced operation performance due to wear and tear shall not be considered a breakdown within the meaning of this Limited Warranty.

This Limited Warranty does not constitute a written affirmation of fact or promise by Ferman that the material or workmanship of the automobile or any parts thereof are free of any defects or will meet a specified level of performance over a specified period of time.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover or apply to:

- A. Any damage or breakdown caused by collision, fire, theft, vandalism, riot, explosion, natural disaster, abuse, misuse, or alteration,
- B. Maintenance services and parts, including engine tune-ups, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, hoses, wiper blades, air conditioning recharge, fluids, spark/glow plugs, manual clutch disc lining and pressure plate, and brake pads, linings, and shoes,
- C. Physical damage,
- D. Alignment of bumper and body parts,
- E. Glass, lenses, sealed beams, light bulbs,
- F. Tires, battery, shock absorbers, brake rotors and drums,
- G. Non-factory installed cellular telephones, theft deterrent systems, radios, stereo equipment, and air conditioning components,
- H. Bumpers, sheet metal, body panels, carpet, hinges, trim, upholstery, convertible or vinyl tops, moldings and bright metal, air and water leaks, minor fluid leaks, wind noise, weather strips, squeaks and rattles, paint, rust,
- I. Carburetor throttle body assembly (except injectors), contaminated fuel system, exhaust system including the catalytic converters,
- J. Any cost covered by any warranty of the manufacturer or any third party or repairer's guarantee regardless of whether they honor such warranty or guarantee,
- K. If your odometer has been stopped or altered or misrepresents your car's actual mileage,
- L. For storage charges,
- M. If your car is used for daily rental, police, emergency use or used to carry passengers for hire,
- N. For a breakdown caused or contributed to by the use of improper or contaminated fuel,
- O. For a breakdown caused by or involving modifications unless those modifications were performed by the dealer,
- P. For loss of time, use of vehicle, inconvenience, lodging, food or other consequential loss that results from a breakdown,
- Q. For a breakdown caused by abuse, misuse, alterations or lack of customary maintenance,
- R. For damage caused or contributed to by operating a vehicle that does not have proper levels, or specification (type) of fluids, lubricants or coolant,
- S. For a breakdown caused by racing or other competition.

CLAIM PROCEDURE

In the event of a breakdown, the Customer must follow these instructions:

- A. Unless prior authorization is given, repair or replacement of covered parts must be performed at the Ferman location from which the vehicle was purchased.
- B. If a breakdown occurs within the Warranty Period and Customer is not within a reasonable distance, then Customer should contact Ferman immediately for the location of the nearest authorized repair facility. If Customer pays for repairs or replacement parts, an authorization number is required for reimbursement. For warranty information or authorizations, customer may write to Ferman at the address of the dealership from which the vehicle was purchased or may call Ferman at the telephone number of the dealership, requesting to speak to the Service Manager or Director.
- C. Non-compliance with the above requirements will invalidate Customer's ability to submit a claim for that repair or replacement.
- D. It shall be Customer's sole responsibility that repairs are made to Customer's satisfaction in accordance with the provisions of this warranty.
- E. Ferman reserves the right to inspect any vehicle prior to authorization.

ARBITRATION CLAUSE. PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.