

CUSTOMER'S OBLIGATIONS: To obtain the repairs or replacements covered by this LIMITED WARRANTY, the Purchaser must:

- (1) Notify the Thoroughbred Nissan of any defect of any covered part within the terms of this LIMITED WARRANTY within a reasonable time after Purchaser notices the defect;
- (2) Deliver the vehicle to Thoroughbred Nissan's Service Department within a reasonable time after notice of the defect has been given and present purchaser's copy of this LIMITED WARRANTY to Thoroughbred Nissan; and
- (3) Authorize Thoroughbred Nissan to make the repairs or replacements required to be performed.

COVERED REPAIRS AND PARTS: This LIMITED WARRANTY shall cover and be limited to the following covered parts and repairs:

Engine: All internally lubricated parts contained within the engine, plus the following: Oil Pump; Harmonic Balancer; Intake and Exhaust manifolds; Timing Belt; Engine Mounts. Cylinder Block, Cylinder head(s), Oil Pan, Timing Chain Cover, and Valve Covers, are covered ONLY if they are damaged by failure of a covered internally lubricated engine part. Seals, gaskets, belts and hoses are not covered.

<u>Transmission & Transfer Case:</u> All internally lubricated parts contained within the transmission (automatic or standard) and transfer case, plus the following: torque converter, vacuum modulator, electronic shift control unit, and transmission mounts. Transmission case, oil pan, and transfer case are covered ONLY if they are damaged by failure of a covered internally lubricated engine part.

<u>Drive Axle (Front and Rear)</u>: All internally lubricated parts contained within the drive axle housing, plus the following: locking hubs; drive shafts; center support bearings; universal joints; constant velocity joints (except when damaged as a result of a torn or missing CV boot). Drive axle housing and differential cover are covered only if they are damaged by failure of a covered internally lubricated drive axle part.

Replacement parts may be new, remanufactured, non-original manufacturer's replacements, or of like kind and quality, as deemed appropriate by the Administrator.

*DURATION OF LIMITED WARRANTY: This LIMITED WARRANTY shall be limited in term to 6 months or 6,000 miles whichever comes first.

ALL SERVICE WORK COVERED BY THIS WARRANTY MUST BE PERFORMED BY THOROUGHBRED NISSAN. FAILURE TO UTILIZE THOROUGHBRED NISSAN FOR A COVERED REPAIR, PART OR SERVICE VOIDS THIS LIMITED WARRANTY FOR THAT COVERED REPAIR, PART OR SERVICE.

Towing

Towing is included if a covered item fails and renders the vehicle undrivable. Towing is limited to a 50-mile radius from Thoroughbred Nissan. We provide towing for up to \$100.00. If the failed component is not a covered item, the customer is responsible for the towing cost. Please contact us to make arrangements. The Service Department hours are Monday through Friday from 7:30 a.m. till 6:30 p.m. and Saturdays from 8:00 a.m. till 4:00 p.m.

Replacement Vehicle

We provide 1 day worth of rental per 8 hours of labor time, for a limit of 6 days or a maximum coverage of \$141 dollars. The rental applies once the vehicle has been in service for more than 8 hours. A major credit card is required to qualify for the vehicle rental.

EXCLUSIONS: THIS LIMITED WARRANTY <u>DOES NOT</u> COVER OR APPLY TO THE FOLLOWING:

- A. Any breakdown resulting from an outside force including, but not limited to: collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of god, salt, environmental damage, introduction of foreign objects, contamination of fluids, fuels, coolants or lubricants, or any hazard insurable under standard physical damage insurance policies regardless of whether such insurance is in force, or any consequential damage or diminution in value resulting from the failure of a covered or non-covered part.
- B. Any breakdown caused by misuse.
- C. Failure to protect your vehicle from further damage when breakdown has occurred, including failure to replace leaking seals and/or gaskets in a timely manner.
- D. Any breakdown caused by overheating, regardless of the cause.
- E. Any repair or replacement of a covered part if a breakdown has not occurred, or repair or replacement of parts in connection with a covered repair when those parts are not necessary for the completion of the covered repair, or were not damaged by the failure of a covered part. Such repair or replacement is considered an improvement to your vehicle and is not covered by this contract.

- F. Any repair for the purpose of correcting engine compression or oil consumption when a breakdown has not occurred. Burnt valves. valve grinding, stuck or carbonated piston rings are not covered.
- G. Any breakdown if alterations not meeting manufacturer's specifications have been made to your vehicle, including but not limited to, any custom or add-on part, all frame or suspension modifications, lift kits, oversized/undersized tires, emissions and/or exhaust systems modifications, or engine modifications.
- H. If your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way since you had title to your vehicle. (Records or documentation may be required if the odometer has been replaced.)
- I. When the responsibility for a repair is covered by an insurance policy, or a repairer's guarantee/warranty, or any warranty from the manufacturer, or if the manufacturer has announced its responsibility by any means, including but not limited to, public recalls or factory service bulletins; even if the manufacturer no longer honors their own warranty.
- J. Any breakdown caused by towing a trailer, another vehicle or any other object, unless your vehicle is equipped for this use as recommended by the manufacturer.
- K. If your vehicle is used as a commercial vehicle or is used for rental, taxi, limousine, or shuttle, delivery, towing or road repair operations, construction, job site activities, commercial hauling, police or emergency service, off-road use, racing or competitive driving, snow removal, route work, service, or repair.
- L. For any breakdown that occurs outside of the United States.
- M. For any part not covered or excluded by the original vehicle manufacturers warranty, or any maintenance services and parts described in the owner's manual for your vehicle.
- N. Reimbursement does not include diminution in value to your vehicle.

EXCLUSION OF DEALER'S LIABILITY FOR INCIDENTIAL AND CONSEQUENTIAL DAMAGES. Thoroughbred Nissan shall not be responsible or liable for any incidental or consequential damages resulting from any defects or repairs covered by this LIMITED WARRANTY, including but not limited to property damage, loss of use of vehicle, loss of time, loss of work, inconvenience or commercial loss.

CUSTOMER'S LEGAL RIGHTS. This LIMITED WARRANTY gives the Customer specific legal rights under Arizona and federal law, including but not limited to contractual rights, and rights under the Federal Lemon Law, also known as the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et. seq. and under the Arizona Lemon Law, A.R.S. § 44-1261 et. seq. In the event that litigation is initiated that arises out of this LIMITED WARRANTY, the prevailing party in the litigation shall recover any and all attorney's fees and costs incurred in any such action.

Customer Information

First Name	Middle Initial	Last Name	

Vehicle Information

Make		Model	Year	

Current Mileage	Mileage Valid Until	Current Date	Warranty Valid Until
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Signatures

Customer Signature	Manager Signature	Finance Manager Signature
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