

Buyavette, Inc.

3762 Dekalb Technology Parkway Atlanta, GA 30340

770-414-5552 678-205-2901 Fax

REPAIR AGREEMENT

2-Year, 50,000 Mile

Limited Service Agreement: 50% Parts and 50% Labor

Customer Name: _____

VIN #: _____

Address: _____

Year: _____ Make: _____ Model: _____

City: _____ ST: _____ Zip: _____

Lienholder: _____

Home Phone: _____ Cell: _____

Current Odometer: _____

Agreement Purchase Date: _____

Vehicle Purchase Price: _____

THIS AGREEMENT BEGINS ON THE DATE SPECIFIED ABOVE AND EXPIRES AT 12:01AM AT THE END OF THE TERM SPECIFIED IN THIS REGISTRATION FORM OR WHEN THE MILEAGE LIMITATION IS REACHED, WHICHEVER OCCURS FIRST.

I. COVERED COMPONENTS:

A. COVERED ENGINE COMPONENTS INCLUDE: All internally lubricated parts of engine, including pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts are covered. The Engine Block and Cylinder Heads are also covered if the above-listed parts caused damage.

B. COVERED TRANSMISSION COMPONENTS INCLUDE: Internally lubricated parts of manual or automatic transmissions, including torque converter case if damaged by failure of an internally lubricated covered part, oil pump, drums, planetary, sun gear, and shell, shaft(s) bearings, shift rail, forks, and synchronizers.

II. LIMITS OF LIABILITY:

A. In case of a failure within the parts listed under COVERED ENGINE COMPONENTS and/or COVERED TRANSMISSION COMPONENTS of the vehicle, service is limited to repairing or replacing defective parts with like replacement or rebuilt components. Maximum liability is limited to \$2500.00 per vehicle for CONTRACT LIFETIME REIMBURSEMENT, provided that the claim was made by the owner whose name appear on this contract, and the claim was made within 2 years of purchase or within 50,000 of purchase date/mileage and the claim was made within 2 years of purchase/date, whichever comes first.

B. In some cases, replacement parts will be used in lieu of rebuilding the damaged transmission, depending on the extent of damage and cost.

III. MAINTENANCE REQUIREMENTS:

To be eligible for service claims, it is the responsibility of the registered owner to complete regular maintenance as dictated below and by the vehicle's manufacturer; to be eligible for service claims, it is the responsibility of the registered owner to:

A. SERVICE OF ENGINE: Require that the engine oil and engine filter be changed by an ASE licensed commercial facility every three (3) months or five (5,000) miles whichever occurs after the purchase date/mileage with conventional oil or every six (6) months or six (6,000) miles with synthetic motor oil, whichever occurs first after the purchase date/mileage. Proper documented mileage and verifiable receipts from a licensed service center for engine oil and engine oil filter will be required in the event of a claim. Handwritten receipts will not be accepted.

B. SERVICE OF TRANSMISSION: Require that the transmission fluid be serviced within twelve (12) months of purchase and serviced every twelve (12) months thereafter. Proper documented and verifiable receipts from an ASE licensed service center will be required in the event of a claim. Handwritten receipts will not be accepted.

C. CONTINUED MAINTENANCE: Continued maintenance of covered component(s) as outlined in vehicle's owner's manual. Service receipts and invoices must be presented in case of a claim.

IV. EXCLUSIONS:

A. Any parts that are not listed under covered parts and components are not covered. Electrical and fuel delivery systems are not covered. Oil consumption, (*one quart per 500 miles is normal for 30 year old vehicles*), worn out engine components such as but not limited to: rings, bearings, valves, pushrods, camshafts, rods or overheated parts or diminished performance are not covered. Leaking gaskets or seals are not covered. Parts that require normal vehicle manufacture's recommended replacement intervals are not covered under this limited service policy. Damage resulting from failures by related parts or units such as but not limited to: levers, controls, linkages, cable, radiators, coolers, thermostats, blown head gaskets, rubber mounts, external oil lines, hoses, viscous couplings, drive train electronic components, internal or external to the engine and transmission are not covered. Overheating is not covered and any damage resulting from overheating or misuse is not covered. Failures must be the result of a proven mechanical failure. Failures induced by owner neglect of lubricating fluids, such as engine oil or transmission fluid, as outlined in the MAINTENANCE REQUIREMENTS are not covered. This Limited Service Agreement is only responsible for covered components as indicated in the Terms and Conditions section of this registration form when originally purchased by the registered owner, which appears on this form. If the factory warranty is in place at time of failure, then the factory warranty takes precedence.

B. This Limited Service Policy does not cover such things as loss of use of the vehicle, loss or earnings, personal damages, per diem expenses, or any other consequential or incidental damages. Storage, medical, telephone or rental charges not specifically outlined in the terms and conditions are not covered.

V. CLAIM PROCEDURE:

In case of failure of a covered component(s), call the service manager at: 678-395-3957, for a claim validation – FIRST –BEFORE PROCEEDING WITH WORK. You will be required under the limited service policy to authorize the repair facility to tear down the component(s) for inspection before repair or replacement of failed component(s). You will be required to pay for the cost of the tear down, if the mechanical breakdown is not covered by this limited service policy. Reasonable access must be provided to the vehicle for inspection. You must have all repaired documentation prepared to submit to the Claims Administrator, i.e. a copy of the limited service registration form, proof of maintenance of all covered components as outlined in MAINTENANCE REQUIREMENTS and documented failure of any covered component. Failure to receive Claims Administrator's authorization prior to any repair work will invalidate any claim. BUYAVETTE RESERVES THE RIGHT TO REPAIR VEHICLE AT BUYAVETTE PREMISES IF TRANSPORTATION COST IS ECONOMICALLY JUSTIFIED.

VI. ARBITRATION:

Any controversy or claim arising out of or relating to this limited warranty or the breach thereof will be settled by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association. The parties specifically agree to the binding nature of the arbitration. Any arbitration subject to this paragraph shall be before a single impartial arbitrator who shall have no less than (10) years' experience in the automotive engine repair industry unless mutually agreed to by both parties. If no arbitrator is agreed to within (10) days demand for arbitration, either party may petition a court for appointment of an arbitrator whose qualifications are consistent with the requirements of this paragraph. Each party of the arbitration must pay its own expense. Arbitration service fees and arbitrator fees shall be paid equally unless the arbitrator rules otherwise. The location of all arbitrations shall be located in DeKalb County, Georgia. The decision of the arbitrator shall be final and binding and may be entered as a judgement in any State or Federal Court of competent jurisdiction. The initiation or participation by any party in any judicial proceeding shall not be deemed a waiver of the right to enforce this arbitration provision and notwithstanding attorney's fees and costs incurred in enforcing this arbitration provision, and the arbitrator shall have sole authority to award such fees and costs.

(X) _____ I HAVE READ AND FULLY UNDERSTAND THAT THIS WARRANTY ONLY COVERS THE ENGINE AND TRANSMISSION (See above requirements)

(X) _____ I HAVE WAIVED MY OPTION TO PURCHASE AN EXTENDED WARRANTY

I AGREE TO ALL THE TERMS AND CONDITIONS LISTED ABOVE.

SIGNED: _____

Vehicle Owner

Dealer Representative