

**Congratulations on YOUR purchase of a MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT from ASE Auto. This MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT consists of the following terms and conditions and the STATEMENTS PAGE that accompanies this Agreement. Coverage is contingent upon the receipt of a verifiable current ODOMETER/HOUR METER Photo, along with the countersigned application. A countersigned agreement endorsement will be processed after verification of ODOMETER/HOUR METER mileage and receipt of the consumer signed application.**

**I. DEFINED TERMS. For purposes of this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, the terms below are defined as follows:**

- A. MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT means this contract for purchase of a MOTORCYCLE/ATV/SNOWMOBILE Extended Service Agreement coverage pursuant to the written STATEMENTS PAGE.
- B. COMMERCIAL USE OR PURPOSE means any use of YOUR MOTORCYCLE/ATV/SNOWMOBILE for commerce or trade or to generate income, whether such use is full or part time.
- C. COVERED PART means a part which is specifically covered under Section IV of this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, provided, however, - COVERED PART does not include any part which is excluded from coverage by or not covered under any provision of section V of this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT.
- D. DEALER means the dealer who sold the COVERAGE to YOU.
- E. DEDUCTIBLE means the amount indicated on the STATEMENTS PAGE, which you are required to pay in respect to a BREAKDOWN.
- F. STATEMENTS PAGE means the page of MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT information that accompanies this Agreement.
- G. MOTORCYCLE/ATV/SNOWMOBILE means the MOTORCYCLE/ATV/SNOWMOBILE identified on the STATEMENTS PAGE.
- H. OUR, US and WE means ASE Auto MOTORCYCLE/ATV/SNOWMOBILE Services  
200 Continental Drive Suite 401-1120 Newark, DE 19713.
- I. YOU and YOUR mean the MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT holder named on the STATEMENTS PAGE, as the person(s) entitled to coverage and benefits under this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT.
- J. FACTORY or DEALER WARRANTY means the new warranty, certified pre-owned or similar warranty furnished to YOU by the MANUFACTURER, or a limited warranty furnished to YOU by or for the benefit of the DEALER, in connection with YOUR purchase of YOUR MOTORCYCLE/ATV/SNOWMOBILE.
- K. FACTORY or DEALER WARRANTY REPAIR SERVICE means a repair of YOUR MOTORCYCLE/ATV/SNOWMOBILE which was performed or which YOU requested while the FACTORY WARRANTY or DEALER WARRANTY remained in force.

- L. MAINTENANCE RECORDS include all original receipts, invoices and any other documents that demonstrate all required maintenance has been performed at proper intervals.
- M. MANUFACTURER means the company that manufactured YOUR MOTORCYCLE/ATV/SNOWMOBILE.
- N. PRIOR AUTHORIZATION means the approval of, and the approval number issued by US in respect to repairs or roadside services which may be covered under this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT. YOU must notify US and obtain PRIOR AUTHORIZATION from US before any repairs are performed on YOUR MOTORCYCLE/ATV/SNOWMOBILE. Any costs for repairs or roadside services you incur without PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered under this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT.
- O. BREAKDOWN means the inability of a properly maintained COVERED PART to perform the function for which it was designed, due to defects in materials or workmanship. BREAKDOWN does not mean the gradual or sudden reduction in operating performance of a COVERED PART due to any lack of proper maintenance or to non-use of a COVERED PART or non-covered part.
- P. REPAIR COST means the part and labor expense, if applicable, necessary to repair or replace a properly maintained covered part due to the BREAKDOWN. REPAIR COST is determined by the regular retail part price, not to exceed a Manufacturer's Suggested Retail Price (MSRP) for a covered part, and the current national flat rate hourly guide for labor, and is subject to the aggregate and single repair visit. We reserve the right to supply the covered replacement part/or/parts needed to complete the repair. All components supplied by ASE Auto for a COVERED repair are warranted. For a COVERED REPAIR claim, ASE Auto will pay the repair shop the component replacement Labor time as determined in a Nationally recognized service repair Labor guide.
- Q. UNITED STATES means the 50 UNITED STATES including Puerto Rico and the District of Columbia, and does not include Guam or other territories and possessions of the United States of America.
- R. e.g. is Latin for exempli gratia and means for example.
- S. "In lieu of" means as an alternative, instead or in place of.

**II. NOTICE AND GENERAL CONSIDERATIONS THIS MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT IS NOT: (a) AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT OR POLICY; (b) A MECHANICAL BREAKDOWN INSURANCE CONTRACT OR POLICY; (c) AN INSURANCE CONTRACT OR POLICY OF ANY KIND; OR (d) AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY.**

**THIS MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE.**

**STATE AND FEDERAL LAWS MAY PROTECT YOUR INTERESTS AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE CONTENTS OF THIS MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN A "MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT" AS USED THEREIN.**

**BY ENTERING INTO THIS MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. Other rights and remedies may be available to YOU if a problem cannot be resolved with US.**

### **III. COVERAGE PROVIDED UNDER YOUR MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT**

YOUR MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT PERIOD begins on the EFFECTIVE DATE and START MILEAGE. YOUR MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT will end on the EXPIRATION DATE or when the MOTORCYCLE/ATV/SNOWMOBILE's ODOMETER/HOUR METER indicates the MOTORCYCLE/ATV/SNOWMOBILE has reached the EXPIRATION MILEAGE limit, whichever occurs first. The EFFECTIVE DATE, START MILEAGE, EXPIRATION DATE and EXPIRATION MILEAGE are indicated on the STATEMENTS PAGE. WE will arrange for the repair or replacement of COVERED PARTS as provided below, or pay the REPAIR COST for repair or replacement due to a BREAKDOWN.

#### **ROAD SIDE SERVICES**

Under this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT WE provide YOU the following additional services, if YOUR MOTORCYCLE/ATV/SNOWMOBILE is disabled, and such BREAKDOWN required the TOW of your MOTORCYCLE/ATV/SNOWMOBILE the reimbursement shall not exceed a maximum of: (i) ONE HUNDRED FORTY DOLLARS (\$140.00) per occurrence for towing to the nearest acceptable repair facility and if required only as a result of a COVERED CLAIM REPAIR/BREAKDOWN; (ii) SEVENTY DOLLARS (\$70.00) per day (8) Labor repair hours, for Hotel/Motel lodging for up to three days, for emergency trip interruption reimbursement, when you are more than one hundred and fifty miles from your home; (iii) up to FORTY DOLLARS (\$40.00) for one flat tire change using YOUR good spare tire; (iv) up to FORTY DOLLARS (\$40.00) for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your MOTORCYCLE/ATV/SNOWMOBILE; and (v) up to FORTY DOLLARS (\$40.00) for lockout assistance. Service may vary to conform to the laws of YOUR state. No deductible applies to the provision of Roadside Service. During the term of this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT Roadside Services are not provided or reimbursed if YOUR MOTORCYCLE/ATV/SNOWMOBILE was disabled due to the failure of a non-covered component, or caused by a car accident, maintenance neglect, service neglect, acts of nature (e.g. Flood, Lightening, Rain, Snow), insurrection, riot, terrorism, war etc. Roadside Services are not provided or reimbursed for any DENIED or non-covered claim, accident or incident. During the term of this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, YOU are limited to receiving Roadside Services for just one disablement of YOUR MOTORCYCLE/ATV/SNOWMOBILE for any consecutive thirty (30) day period.

### **IV. COVERAGE DETAILS**

#### **ASE Total Power Sports covers the following listed components under section IV**

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. The following internally lubricated parts including; pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, rocker arm shafts, rocker arm pivots, cylinder head intake & exhaust valves, valve keepers, valve retainers, hydraulic and solid valve lifters, cam followers, timing chain, and crankshaft gear. seals and gaskets during rebuilding, and engine mounts.

2. Transmission: Transmission case, and transmission pan (if damaged by failure of covered internally lubricated parts). The following internally lubricated parts included within a rebuilders banner kit components: (automatic transmission clutch plates, automatic transmission clutch steels, accumulator locking rings, servo locking rings), automatic transmission, seals and gaskets during rebuilding, front pump shaft seal, rear transmission seal, and transmission mounts.
3. Engine Electrical: Alternator, voltage regulator, starter motor, starter solenoid, ignition distributor.
4. Engine Cooling: Primary/main radiator, primary/main radiator cooling fan motor, cooling fan motor, cooling fan clutch, primary/main water pump.
5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing.
6. Hydraulic Brakes: Master cylinder, power brake booster, front disc brake calipers, rear disc brake calipers, and wheel cylinders.
7. Super/Turbo Charger. The following internally lubricated parts: Turbine shaft & wheel, compressor wheel; Turbo housing is covered (if damaged by the failure of a covered internally lubricated part); Super/Turbo charger mount gaskets during replacement.
8. 4x4/AWD: These components in the Transfer Case including: Drive chain, drive chain gears, planetary gears, oil pump output shaft, main shaft washers, transfer case actuator, 4 Wheel Drive actuator; seals and gaskets during rebuilding, transfer case input shaft seal, transfer case output shaft seal.
9. Front Hydraulic Power Steering System: Power steering gearbox, power steering gearbox pitman shaft seals, rack and pinion unit, power steering pump, power steering pump shaft seal; Front Steering Linkage Components: pitman arm, idler arm, inner tie rod ends, and outer tie rod ends.
10. Fuel System: In tank fuel pump, fuel injector(s), and fuel pressure regulator.
11. Differential Assembly: (Rear) Differential Housing (if damaged caused by failure of internally lubricated covered parts), CV axle shaft joints, ring and pinion gears, ring and pinion bearings, spider and carrier gears, spider and carrier bearings, axle bearings, pinion seal, and axle shaft seal.
12. ABS-Brakes: ABS wheel speed sensors, ABS hydraulic pump/motor assembly, ABS pressure modulator, ABS accumulator, ABS master cylinder, ABS control processor.
13. Hi-Tech: Fuel management controls; mass airflow sensor, map sensor, air charge temperature sensor, engine coolant temperature sensor, fuel pressure sensor; Ignition management controls; camshaft position sensor, crankshaft position sensor, ignition coils; MOTORCYCLE/ATV/SNOWMOBILE Management, key-less entry module excluding remote, factory installed GPS Navigation module, speed control module.

**V. EXCLUSIONS: PARTS AND SERVICES NOT COVERED. THE FOLLOWING ARE EXCLUDED BY OR NOT**

**COVERED UNDER THIS MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT:**

1. ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE CONTRACT, OR ANY INSURANCE COVERAGE.
2. ANY REPAIR IF AN AFTERMARKET OR NON-FACTORY PERFORMANCE PART OR AFTERMARKET OR NON-FACTORY EQUIPMENT CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
3. ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OF PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE EXISTED PRIOR TO OR AT THE TIME OF START DATE OF YOUR MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, WHETHER KNOWN OR UNKNOWN AT THE TIME OF ACTIVATION OF YOUR MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT.
4. PARTS NOT AUTHORIZED BY THE MANUFACTURER. SUCH PARTS INCLUDE BUT ARE NOT LIMITED TO NON-FACTORY OR AFTERMARKET PERFORMANCE PARTS OR EQUIPMENT, AND ANY NON-FACTORY TYPE OF SECURITY, STEREO, AUDIO, TELEVISION, SATELLITE, TELEPHONE OR ENTERTAINMENT SYSTEM, EQUIPMENT OR PART.
5. ANY REPAIR OF AIRBAG(S), AIR BAG MODULE(S), AND AIR BAG SENSOR(S). YOU SHOULD CONTACT YOUR DEALER IMMEDIATELY IF YOU BELIEVE THERE IS A DEFECT IN THESE PARTS.
6. ANY OF THE FOLLOWING COMPONENTS OR SERVICES INCLUDING BUT NOT LIMITED TO: glass, lenses, headlamp and projection lamp assemblies, light bulbs, sealed beams; weather stripping, trim, moldings, RTV sealant, bright metal, chrome, upholstery, carpet, window or sunroof shades, zippers, cup holders instrument cluster, instrument panel lighting, dash pad and vents, seat frames, seat tracks, paint, inside and outside ornamentation; battery and battery cables, air springs, coil springs, shocks absorbers, suspension struts, automated manual gearbox transmissions, manual transmissions, manual clutch components (e.g. clutch disc, pressure plate, throw out/release bearing, pilot bearing, clutch master, slave cylinder, manual and hydraulic linkage); Tune-up Parts (e.g. spark plugs, spark plug wires, glow plugs, filters and filter housings); thermostats; hoses, belts, pulleys, pipes, lines; nuts, bolts, retainers, clips, hardware; timing actuators, guides and tensioners; valve seals and guides; Safety Restraint Systems (e.g. seat belts and air bags); All fluids, gases, lubricants, and reservoirs; circuit breakers, fuses, fuse panels, relays; brake pads, brake shoes, brake drums and rotors; Rubber and plastic boots (e.g. ball joint, bellows, CV axle, propeller shaft, tie rod); EPAS: electric power assisted steering components; throttle body, exhaust systems (e.g. manifolds and pipes) emission systems (e.g. vapor canister, gas cap, PCV); antennas, CD/DVD players, headphones, Screens: information, navigation, radio & TV (e.g. CUE, LED, LCD, SYNC, Touch), power amps, radios, speakers and wiring, telephones, televisions; Transmitter and Receiver Devices (e.g. alarm, cellular, electronic, radio, remotes, satellite, television); programing and software (e.g. body, navigational, powertrain, SAM, SD card, updates), inside and outside door handles, mirrors, hinges, latches, rollers; hood, lift gate and trunk supports; hub caps and wheel covers; body sheet metal and panels, bumpers, structural body parts; sunroof or convertible top frames and linkages; TPMS tire pressure sensors, tires, wheels and rims.
7. REPAIRS, REPLACEMENT, OR COMPONENT FAILURES NEEDED IN WHOLE OR IN PART DUE TO: (I) LACK OF COOLANT, LACK OF LUBRICANT, FAILURE TO STOP DRIVING OR PROTECT YOUR MOTORCYCLE/ATV/SNOWMOBILE FROM FURTHER DAMAGE; (II) THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED

BY THE MANUFACTURER; (III) FAILURE TO PERFORM MAINTENANCE SERVICES, OTHER NEGLIGENCE, MISUSE OR ABUSE (E.G., OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE MOTORCYCLE/ATV/SNOWMOBILE IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER; (IV) ACCIDENTAL LOSS, OR EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES; ANY AND ALL REPAIRS OR BREAKDOWNS CAUSED BY OR RESULTED FROM STRUCTURAL IMPACT, A VEHICULAR ACCIDENT, ROLLOVER OR UPSET, VEHICULAR THEFT AND OR COMPREHENSIVE INSURANCE LOSS; (V) CORROSION, RUST, SALT, WATER INTRUSION/LEAKS, EXTREME HEAT, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE; (VI) DEFORMATION, DELAMINATION, DETERIORATION, DISCOLORATION, DISTORTION, FADING, FEELING, SPIDER WEBBING, AND/OR VIBRATION; OR (VII) COOLANT SLUDGE, PETROLEUM SLUDGE, CROSS CONTAMINATION OR INTERMIX OF FLUID, CONTAMINATED FLUIDS, CONTAMINATED FUELS, CONTAMINATED LUBRICANTS AND/OR CONTAMINATED METALS.

8. ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK WHEN A BREAKDOWN HAS NOT OCCURRED.
9. EXPENSES FOR ANY MAINTENANCE SERVICE SPECIFIED IN YOUR OWNER'S MANUAL, FUELS, FLUIDS, LUBRICANTS, ALIGNMENTS OR ADJUSTMENTS, DIAGNOSTIC FEES, IMPROPER REPAIRS, ADJUSTMENTS, REPROGRAMMING, OR SERVICING BY ANY REPAIR FACILITY, INDIVIDUAL OR YOU.
10. REPAIRS PERFORMED OUTSIDE THE UNITED STATES, CANADA, OR MEXICO.
11. REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY.
12. ANY AND ALL PARTS OR COMPONENTS WHICH ARE NOT SPECIFICALLY LISTED UNDER SECTION IV COVERAGE DETAILS IS THEREBY EXCLUDED UNDER THE TERMS OF THIS AGREEMENT.
13. ANY REPAIR COST IF YOUR MOTORCYCLE/ATV/SNOWMOBILE HAS BEEN USED FOR A COMMERCIAL USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE OR FOR HIRE FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, CHERRY PICKING, FARMING, DUMPING, PLOWING SNOW FOR HIRE, HAULING, PLOWING, TOWING OR ROAD SERVICE OPERATIONS, POLICE, LAW ENFORCEMENT, GOVERNMENT AGENCIES, SECURITY SERVICES, FIRE, RANGER, AMBULANCE OR EMERGENCY OR RESCUE SERVICES.
14. MINOR LOSS OF FLUID OR SEEPAGE FROM ANY SEAL OR GASKET IS CONSIDERED NORMAL AND IS NOT CONSIDERED A FAILURE.
15. ANY CONSEQUENTIAL OR INCIDENTAL PECUNIARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE MOTORCYCLE/ATV/SNOWMOBILE, LOSS OF TIME, INCONVENIENCE, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER ECONOMIC LOSS OF ANY KIND.
16. IF YOUR MOTORCYCLE/ATV/SNOWMOBILE HAS BEEN ALTERED AND DOES NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, ANY CUSTOMER OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, OR POWERTRAIN MODIFICATIONS.

17. ANY SUBSEQUENT FAILURES CAUSED BY OVERHEATING REGARDLESS OF THE CAUSE.
18. ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE SCHEDULED FOR YOUR MOTORCYCLE/ATV/SNOWMOBILE. FOR EXAMPLE, SOME MOTORCYCLE/ATV/SNOWMOBILE MANUFACTURES REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN A CLAIM DENIAL.
19. ANY REPAIR COST: (I) IF THE ODOMETER/HOUR METER IS ALTERED, DISCONNECTED OR INOPERABLE SO THAT THE MILES TRAVELED CANNOT BE ACCURATELY DETERMINED; (II) IF THE MOTORCYCLE/ATV/SNOWMOBILE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON; OR (III) IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING TO COVERED PARTS THAT SUSTAIN A BREAKDOWN.
20. NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROAD SIDE SERVICES, OR ANY BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR MOTORCYCLE/ATV/SNOWMOBILE CAUSED BY NEGLIGENCE, ERROR OR OMISSION.
21. ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A RECALL ANNOUNCEMENT OR SERVICE BULLETIN THAT APPLIES TO YOUR MOTORCYCLE/ATV/SNOWMOBILE, AND ANY BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE MOTORCYCLE/ATV/SNOWMOBILE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE BREAKDOWN.

## **VI. YOUR OBLIGATIONS TO MAINTAIN COVERAGE**

### **SECTION A.**

1. All owners/operators must properly maintain the enrolled MOTORCYCLE/ATV/SNOWMOBILE by performing maintenance services, at the proper intervals, according to the requirements of the Owner's Manual or as otherwise specified by the MANUFACTURER.
2. All owners/operators must retain all original receipts, invoices and any other MAINTENANCE RECORDS that demonstrate all required maintenance has been performed at proper intervals. We may request MAINTENANCE RECORDS and may deny coverage if YOU fail to produce MAINTENANCE RECORDS that confirm that maintenance has been performed at proper intervals regarding the enrolled MOTORCYCLE/ATV/SNOWMOBILE. Hand written invoices are not accepted.
3. Coverage will be denied if the owners/operators fail to perform maintenance services at proper intervals, or otherwise fail to properly maintain the enrolled MOTORCYCLE/ATV/SNOWMOBILE, and a BREAKDOWN is caused by the failure to perform maintenance services or otherwise properly maintain the enrolled MOTORCYCLE/ATV/SNOWMOBILE.
4. Coverage will be denied if the owner/operators fail to retain all original documents that demonstrate the amount YOU paid to purchase YOUR MOTORCYCLE/ATV/SNOWMOBILE.
5. Coverage will be denied if the owners/operators fail to have all MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT payments up to date.

6. Coverage will be denied if the owners/operators fail to maintain as required per legal state of domicile; annual registration, liability insurance, and safety/emissions motor MOTORCYCLE/ATV/SNOWMOBILE inspection.

## **YOUR RESPONSIBILITIES IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT:**

### **SECTION B.**

WHEN A SYMPTOM OR EVIDENCE OF A MECHANICAL BREAKDOWN OCCURS:

1. **STOP THE ENGINE. DISCONTINUE THE USE AND OPERATION OF THE MOTORCYCLE/ATV/SNOWMOBILE IMMEDIATELY.**

TOW your MOTORCYCLE/ATV/SNOWMOBILE to a Licensed Repair Facility in the UNITED STATES which has the equipment and an ASE Certified Mechanic or Dealer Certified Master Technician capable of evaluating, diagnosing, and repairing your MOTORCYCLE/ATV/SNOWMOBILE. If you are traveling in Canada, TOW your MOTORCYCLE/ATV/SNOWMOBILE to the nearest Licensed Repair Facility which has the equipment and an automotive professional capable of evaluating, diagnosing, and repairing your MOTORCYCLE/ATV/SNOWMOBILE.

YOU must notify ASE AUTO that a BREAKDOWN has occurred. YOU must provide a description of the failure, details of where and when the BREAKDOWN occurred, description of the complaint to include: SYMPTOMS, (e.g. WARNING LIGHTS, FLUID LEAKS, SMOKE, NOISE). THE MOTORCYCLE/ATV/SNOWMOBILE INFORMATION (e.g. YEAR, MAKE, MODEL, VIN NUMBER, LICENSE PLATE AND MILEAGE). YOU must provide US with the Licensed Repair Facility shop information (e.g. Name, Address, Phone Number, Contact Person, Hourly Labor Rate)

### **TO FILE A CLAIM:**

1. CALL ASE AUTO TOLL FREE AT **800-551-0223**. THE REPAIR FACILITY MUST OBTAIN PRIOR AUTHORIZATION FROM ASE AUTO, by calling **800-551-0223**, before incurring any repair cost. The repair facility must provide an itemized estimate with a diagnosis, description of the component failure, part numbers, part description, labor/ repair time. If requested the repair shop must provide photos of the components and or repairs. UPON APPROVAL, THE REPAIR FACILITY MUST INCLUDE ON THE INVOICE AND PROVIDE TO THE CONSUMER AND US A WRITTEN WARRANTY FROM THE DATE, TIME AND SERVICED MILEAGE FOR A MINIMUM PERIOD OF 12,000 MILES AND 12 MONTHS FOR ALL INVOICED PARTS AND LABOR. Hand written invoices are not accepted.
2. YOU must Authorize the repair facility to diagnose the problem. If requested by the Service Facility or by ASE Auto you must Authorize teardown or disassembly of the MOTORCYCLE/ATV/SNOWMOBILE to determine the component failure and or the extent of damage. In the event that a non-covered part causes or contributes to the BREAKDOWN, there is no coverage nor obligation within this AGREEMENT to reimburse you for repairs or the cost of the tear down.
3. WE reserve the right to inspect YOUR MOTORCYCLE/ATV/SNOWMOBILE to gather diagnosis or other necessary information regarding any claim. At OUR discretion, WE may move or tow YOUR



MOTORCYCLE/ATV/SNOWMOBILE to another location, at no expense to YOU, in order to inspect YOUR MOTORCYCLE/ATV/SNOWMOBILE for these purposes.

4. WE reserve the right to supply the covered replacement part/or/parts needed to complete the repair of YOUR MOTORCYCLE/ATV/SNOWMOBILE. All components supplied by ASE Auto are fully warrantied. The repair facility is required to supply workmanship/installation warranty only for any component(s) supplied by ASE Auto. In lieu of providing the replacement part/or/parts We will AUTHORIZE payment equal to OUR actual cost plus a reasonable markup when and if the installation of the contract supplied parts is contrary to shops written warranty and workmanship policy. The reasonable markup shall never exceed 40%(forty per cent).
5. In the event of negligence or improper installation/workmanship by the repair facility that aforementioned facility is now responsible to repair and/or replace the failed covered component. Subsequent failures that result from an improper or negligent repair are the financial responsibility of the aforementioned repair facility.
6. YOU must pay any applicable DEDUCTIBLE to the authorized repair facility. The DEDUCTIBLE is the amount of the repair cost YOU must pay for each visit as specified on the STATEMENTS PAGE of your ASE Auto Agreement. Deductibles do not include non-covered services, maintenance services, filters, fluids and taxes
7. Roadside Services or Rental Car Reimbursement, please contact US at 800-551-0223.

## **VII. MEDIATION AND ARBITRATION**

No suit or action may be brought against us unless there has been full compliance with all the terms of this Agreement. Any suit or action must be brought within one year after the occurrence. In respect to any controversy or claim that may arise out of or relate to this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT in any manner, including but not limited to a breach of this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, the parties initially shall submit such controversy or claim to mediation. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of Delaware under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$5000 per claim, but in no event shall attorneys' fees be reimbursed or included. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceable of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the

application of the laws of any jurisdiction other than the State of Delaware. If YOU intend to exercise your right to seek arbitration, YOU must give us notice of YOUR intent to seek arbitration by delivering a written statement of the controversy or claim to US at:

**If YOU have any questions regarding this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, please contact US at the following address:**

ASE Auto

200 Continental Drive Suite 401-1120

Newark, DE 19713

302-549-2462

### **VIII. OBLIGATIONS**

OUR obligations as the administrator and obligor under this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT are backed by the full faith and credit of ASE Auto MOTORCYCLE/ATV/SNOWMOBILE Services dba ASE Auto 200 Continental Drive Suite 401-1120 Newark, DE 19713.

### **IX. TRANSFER OF MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT**

The original retail MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT purchaser may transfer this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT to an individual purchaser of the MOTORCYCLE/ATV/SNOWMOBILE for the remainder of the original MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT. This MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT may not be transferred to a Dealer, wholesaler or business entity, or to an individual purchaser who will use the MOTORCYCLE/ATV/SNOWMOBILE for a COMMERCIAL USE OR PURPOSE at any time. To transfer this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, YOU must complete OUR Transfer Form, submit that to US, and follow these procedures: (a) provide a complete copy of YOUR MAINTENANCE RECORDS to US; and (b) provide documentation that evidences change of ownership and an ODOMETER/HOUR METER Reading of the actual miles the MOTORCYCLE/ATV/SNOWMOBILE has traveled, measured by a functioning, unaltered ODOMETER/HOUR METER as of the date of transfer to US.

- 1. A TRANSFER IS SUBJECT TO THE FOLLOWING CONDITIONS:**
2. This MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT can only be transferred to a private owner, within 15 days of change of MOTORCYCLE/ATV/SNOWMOBILE ownership. For the Transfer to become effective, YOU also must transfer every remaining FACTORY or DEALER WARRANTY to the new owner of the MOTORCYCLE/ATV/SNOWMOBILE. A transferee cannot cancel this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT.

3. This MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT may be transferred to a different MOTORCYCLE/ATV/SNOWMOBILE upon approval from ASE AUTO. Additional fees may apply dependent on MOTORCYCLE/ATV/SNOWMOBILE transfer.
4. If YOUR MAINTENANCE RECORDS are not available, WE may require inspection of the MOTORCYCLE/ATV/SNOWMOBILE to assure that the MOTORCYCLE/ATV/SNOWMOBILE has been properly maintained. If the inspection discloses abnormal conditions, the transfer request may be denied.
5. A transferee may not transfer this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT to a subsequent purchaser of the MOTORCYCLE/ATV/SNOWMOBILE. Upon transfer of the MOTORCYCLE/ATV/SNOWMOBILE by a transferee to a subsequent purchaser, this coverage under this MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT is no longer in force.

**X. SUBROGATION**

In the event that WE pay any reimbursement or expense to YOU or for YOUR benefit in respect to services YOU obtained under the MOTORCYCLE/ATV/SNOWMOBILE SERVICE CONTRACT, WE shall be subrogated to all of the rights, claims and interest which YOU may have against any person or legal entity liable or responsible for the loss or incident in issue, to the extent of the amount paid or expense incurred by US. YOU agree to execute any documents WE require YOU to sign under this section XI and avoid doing anything that would impair OUR rights. In respect to these benefits, YOU authorize US to sue, compromise, or settle in OUR name or YOUR name, or otherwise, all such claims, and you hereby agree that WE shall be fully substituted in your place and subrogated to all of your rights on account thereof. YOU agree to pay to US any amounts YOU recover that relate to benefits WE provided hereunder and agree that those amounts belong to us.

\*Actual Agreement may vary