

WARRANTY FOREVER® LIMITED POWERTRAIN WARRANTY

DEFINITIONS

The following definitions apply to the words used in this **LIMITED WARRANTY** when they appear in bold-faced, capital letters.

1. **ADMINISTRATOR** means NAWAN, Inc.
2. **BREAKDOWN** means the failure of any original or like replacement part covered by this **LIMITED WARRANTY** to perform as it was designed to perform in normal service provided it has received customary maintenance as recommended by the manufacturer in the Owner's Manual for the **VEHICLE**. **BREAKDOWN** does not include **NORMAL WEAR**.
3. **COST** means the usual and fair charges for parts and labor necessary to repair or replace the **COVERED PARTS**, and shall not exceed manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time standards.
4. **COVERED PARTS** means the parts listed in the What Your Limited Warranty Covers section of this **LIMITED WARRANTY**.
5. **DECLARATION PAGE** means the document executed by **YOU**, which is the first page of this **LIMITED WARRANTY**.
6. **LIMITED WARRANTY** means this limited warranty, provided to **YOU** by the **SELLING DEALER**.
7. **LIMITED WARRANTY DATE** means the date that **YOU** purchased **YOUR VEHICLE** and received this **LIMITED WARRANTY**.
8. **LIMITED WARRANTY PERIOD** means the length of time that **YOU** own and properly maintain the **VEHICLE**.
9. **NORMAL WEAR** means the gradual lessening of performance due to usage.
10. **ODOMETER MILES** means the actual miles **YOUR VEHICLE** has traveled as recorded on an unaltered odometer.
11. **OTHER WARRANTY** means any warranty provided to **YOU** by a manufacturer or **REPAIRER**.
12. **REPAIRER** or **REPAIR FACILITY** means a repair facility that provides a written parts and labor guarantee for **COVERED REPAIRS** of not less than 6 months or 6,000 miles.
13. **VEHICLE** means the covered vehicle identified on the **DECLARATION PAGE**.
14. **WE, US, OUR**, and **SELLING DEALER** mean the dealer identified on the **DECLARATION PAGE**, which is obligated to perform under this **LIMITED WARRANTY**.
15. **YOU** and **YOUR** mean the customer identified on the **DECLARATION PAGE**.

GENERAL PROVISIONS

1. **COVERAGE**: During the **LIMITED WARRANTY PERIOD** and subject to the waiting period outlined below, **WE** will pay on behalf of, or reimburse, **YOU** for the **COST** to replace or repair any **COVERED PART** that has experienced a **BREAKDOWN**, provided that **YOU** comply with the terms and conditions of this **LIMITED WARRANTY**. Replacement parts will be of the same quality as the **COVERED PARTS** and may include new, rebuilt, or used parts if the **VEHICLE** has 60,000 odometer miles or more at the time of **BREAKDOWN**.
2. **WAITING PERIOD**: If **YOUR VEHICLE** has more than 10,000 **ODOMETER MILES** on the **LIMITED WARRANTY DATE**, then there is a waiting period of 120 days and 4,000 miles after the **LIMITED WARRANTY DATE** before coverage for **BREAKDOWNS** begins. Damages incurred before or during the waiting period are not covered.
3. **TERMINATION**: This **LIMITED WARRANTY** terminates when ownership of the **VEHICLE** is transferred to a new owner or the maintenance performed on the **VEHICLE** is not performed as outlined in this **LIMITED WARRANTY**, whichever occurs first.
4. **MAINTENANCE REQUIREMENTS**: In order to keep this **LIMITED WARRANTY** in effect, **YOU** must follow the maintenance procedures listed in this paragraph. Failure to follow these maintenance procedures will result in denial of coverage and **YOUR LIMITED WARRANTY** will be void.
 - A. **CUSTOMARY MAINTENANCE**: Customary maintenance includes: (1) changing the engine oil and filter; (2) checking and maintaining the transmission fluid level; (3) topping off all fluid levels; and (4) checking and maintaining the proper level of coolant.
 - B. **TIME AND MILEAGE INTERVALS**: **YOUR VEHICLE** must receive customary maintenance as outlined below:
 - i. In the event the manufacturer recommends customary maintenance by time and miles, **YOU** must follow the outlined maintenance interval by the time or mileage indicated, whichever comes first.
 - ii. In the event the manufacturer requires the **VEHICLE** to be serviced using a synthetic oil or synthetic oil blend, and the maintenance schedule is not defined by time and mileage, **YOU** must have **YOUR VEHICLE** serviced every 12 months or 10,000 miles, whichever comes first.
 - iii. In the event the maintenance schedule is not defined by time and mileage, and the **VEHICLE** does not require synthetic oil or a synthetic oil blend, you are required to have **YOUR VEHICLE** serviced every 6 months or 7,500 miles, whichever comes first.
 - C. **SPECIAL SERVICES**: **YOU** must also follow all recommendations by the manufacturer regarding other special services including, but not limited to, tire rotations, major services (such as 30,000, 60,000, and 90,000 mile services), fuel filter replacement, air filter replacement, and transmission service. See **YOUR VEHICLE's** Owner's Manual for specific instructions.
 - D. **GRACE PERIOD**: All customary maintenance must be performed within 1 month or 1,000 miles (whichever comes first) of the regular scheduled interval based upon the **ODOMETER MILES** at the time of the previous service and date of the previous service. Additionally, all special services recommended by the manufacturer must be performed within 1 month or 1,000 miles (whichever comes first) of the recommended interval, regardless of the **ODOMETER MILES** at the time of the previous service or date of the previous service.
 - E. **WHERE SERVICES ARE PERFORMED**: **YOU** must have the maintenance procedures listed in this paragraph performed by either: (1) the **SELLING DEALER**; or (2) a **REPAIR FACILITY** of **YOUR** choice that has been preauthorized by calling the **ADMINISTRATOR** at 1-800-810-8454 in advance of performing each maintenance procedure. **YOU** must preauthorize each and every maintenance procedure that is not performed by the **SELLING DEALER** or this **LIMITED WARRANTY** will be void.
 - F. **RECORDKEEPING**: **YOU** must keep records which verify that the maintenance procedures listed in this paragraph were performed as required, including receipts, work orders, and other documentation showing a detailed description of the services performed, the date of service, and a description of **YOUR VEHICLE**. Documentation must include the vehicle identification number (VIN), description of the **VEHICLE**, date of service, and **YOUR VEHICLE's ODOMETER MILES**. **YOU** must furnish **US** with proof that the required maintenance procedures have been performed. Failure to show proof of required maintenance will result in the denial of coverage.
5. **TERRITORY**: This **LIMITED WARRANTY** covers repairs completed in the United States.
6. **IF YOU HAVE OTHER COVERAGE**: If the manufacturer or **REPAIRER** agrees to cover all or some of the **COST** of a **BREAKDOWN** pursuant to any **OTHER WARRANTY** or guarantee, **WE** will pay only for **YOUR** out-of-pocket deductible, if any, for the **BREAKDOWN** of a **COVERED PART**.
7. **YOUR HELP AND COOPERATION**: If **WE** ask, **YOU** agree to help **US** enforce **YOUR** rights against any manufacturer or **REPAIRER** who may be responsible to **YOU** for the **COST** of repairs covered by this **LIMITED WARRANTY**.
8. **LIMIT OF LIABILITY**: **OUR** limit of liability is the **COST** to repair or replace any **COVERED PARTS** damaged due to a **BREAKDOWN**; but in no event shall the **COST** exceed the average retail value of **YOUR VEHICLE** as determined by the NADA (Official Used Car Guide) at the time of **BREAKDOWN**.

9. **SUBROGATION:** If **WE** repair **YOUR VEHICLE** or pay for a loss, **WE** may require **YOU** to assign **US YOUR** rights of recovery against others. **WE** will not pay for a loss if **YOU** impair these rights to recover. **YOUR** rights to recover from others may not be waived.
10. **ARBITRATION:** In the event of a disagreement between **YOU** and **US** concerning this **LIMITED WARRANTY**, either of us may make a written demand for arbitration. This must be done within 60 days after the day **YOU** filed **YOUR** claim. Each of us will select an appraiser. The two appraisers will select an umpire. Each of us will pay the expenses of the appraiser we select. The expenses of the umpire will be shared equally. Unless both of us agree otherwise, arbitration will take place in the county and state in which **YOU** live. Local rules apply. A majority decision will be binding.
11. **DELEGATION/ASSIGNMENT:** **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits at any time during the **LIMITED WARRANTY PERIOD**.
12. **TRANSFER:** This **LIMITED WARRANTY** is not transferable.
13. **CANCELLATION:** This **LIMITED WARRANTY** is not cancelable. This **LIMITED WARRANTY** has no cash value.
14. **NOT A SERVICE CONTRACT OR INSURANCE CONTRACT:** This **LIMITED WARRANTY** was provided at no cost and is not a service contract or insurance contract.
15. **STATE OR FEDERAL LAW:** If there is a provision in this **LIMITED WARRANTY** that is deemed to be in violation of state or federal law, then state or federal law supersedes that provision. This **LIMITED WARRANTY** gives you specific legal rights, and you may also have other rights which vary from state to state.

GUIDE TO FILING A CLAIM

1. **PREVENT FURTHER DAMAGE:** In the event of a **BREAKDOWN**, use reasonable means to protect **YOUR VEHICLE** from further damage.
2. **TAKE THE VEHICLE TO A REPAIRER:** In the event of a **BREAKDOWN** within 150 miles of the **SELLING DEALER**, take the **VEHICLE** to the **SELLING DEALER**. In the event of a **BREAKDOWN** more than 150 miles from the **SELLING DEALER** or if the **SELLING DEALER** is unable to correct a **BREAKDOWN**, **YOU** must contact the **ADMINISTRATOR** toll-free at 1-800-810-8458 for further instructions before beginning any repairs. **YOU** must call during the hours of 8:00 a.m. and 8:00 p.m. (eastern) Monday through Friday, or 9:00 a.m. and 5:00 p.m. (eastern) on Saturday. Claims may also be submitted at www.nwan.com.
3. **OBTAIN AUTHORIZATION:** **YOU** must obtain authorization from the **ADMINISTRATOR** by calling the number listed above prior to any repair being performed. If a repair is performed in the evening, on a weekend, or on a holiday, **YOU** must call the **ADMINISTRATOR** the following business day to receive further instructions.
4. **TEARDOWN:** If required, **YOU** must authorize a teardown of the **VEHICLE** so the **REPAIRER** can provide an accurate diagnosis and estimate of repairs. **WE** will only pay for the teardown if the diagnosis confirms that the **BREAKDOWN** was caused by a **COVERED PART**. **WE** reserve the right to require an inspection of the **VEHICLE** before a repair is completed.
5. **PAY FOR CERTAIN REPAIRS:** After repairs are completed to **YOUR** reasonable satisfaction, **YOU** must pay the cost of any repairs not covered by this **LIMITED WARRANTY**. **WE** will make a reasonable effort to handle billing directly with the **REPAIRER**. However, if the **REPAIRER** will not bill **US** directly, **YOU** may be required to pay for the cost of covered repairs and submit **YOUR** own claim for reimbursement to the **ADMINISTRATOR**.

WHAT YOUR LIMITED WARRANTY COVERS

The **COVERED PARTS** listed below are the only items covered under this **LIMITED WARRANTY**. If a component is not listed, it is not covered by this **LIMITED WARRANTY**.

1. **ENGINE:** Engine block and all internally-lubricated parts including the crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, engine mounts, torque strut, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves, guides and seats, 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, eccentric shaft, flywheel/flex plate, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, fuel supply pump, vacuum pump, dipstick and tube, fasteners, and related seals and gaskets.
2. **TURBOCHARGED/SUPERCHARGED/ENHANCED ENGINES:** In addition the parts listed above, the turbo-charger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, lines, and nozzles.
3. **AUTOMATIC TRANSMISSION:** Case and all internally-lubricated parts including the oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids and electronic shift control unit (internal only), transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, fasteners, and related seals and gaskets.
4. **STANDARD TRANSMISSION:** Case and all internally-lubricated parts including the main shaft, gear sets, shift forks, synchronizers, bearings, and related bushings and fasteners.
5. **TRANSFER CASE ON 4X4 VEHICLES:** Case and all internally-lubricated parts including the main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, and related fasteners, and electronic and vacuum engagement components.
6. **FRONT WHEEL DRIVE:** Final drive housing and all internally-lubricated parts including the carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, axle hub bearings, propeller shafts, universal joints, drive shaft support, front axle hub bearings, fasteners, and related seals and gaskets.
7. **REAR WHEEL DRIVE:** Drive axle housing and all internally-lubricated parts including the carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, axle hub bearings, propeller shafts, universal joints, drive shaft support, front axle hub bearings, fasteners, and related seals and gaskets.

WHAT YOUR LIMITED WARRANTY DOES NOT COVER

1. **COSTS COVERED BY ANY OTHER WARRANTY OR A REPAIRER'S GUARANTEE, REGARDLESS OF WHETHER SUCH OTHER WARRANTY OR GUARANTEE IS HONORED.**
2. **ANY PART NOT LISTED IN THE WHAT YOUR LIMITED WARRANTY COVERS SECTION OF THIS LIMITED WARRANTY.**
3. **CAR RENTAL, TOWING, KEY LOCKOUT, FLAT TIRE REPAIR OR ANY OTHER ROAD SERVICE EXPENSES.**
4. **ANY MAINTENANCE PROCEDURES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE IN THE OWNER'S MANUAL FOR YOUR VEHICLE, AS WELL AS ANY NORMAL MAINTENANCE AND PARTS INCLUDING: CARBURETOR, EGR VALVE, BATTERIES, FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT, TIRES, WHEEL BALANCING, SHOCK ABSORBERS, CV BOOTS, EXHAUST SYSTEM, FRICTION CLUTCH DISC, PRESSURE PLATE, AND CLUTCH THROW OUT BEARING.**
5. **GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAMS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, PAINT, SHEET METAL, BODY PANELS, STRUCTURAL FRAME WORK, MACPHERSON STRUT SUSPENSION COMPONENTS, STRUCTURAL WELDS, AND WIPER BLADES.**
6. **AFTER-MARKET ACCESSORIES OR NON-ORIGINAL EQUIPMENT, COMPONENTS, AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, OR THE FAILURE OF A COVERED COMPONENT CAUSED BY THE INSTALLATION OF AFTER-MARKET EQUIPMENT.**
7. **COSTS INCURRED DUE TO NORMAL WEAR AND TEAR INCLUDING, BUT NOT LIMITED TO, VALVE GRIND(S) AND/OR PISTON OR PISTON RING REPLACEMENT(S) DESIGNED TO IMPROVE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION AND DIMINISHED PERFORMANCE DUE TO NORMAL WEAR, AS WELL AS REPAIR OR REPLACEMENT OF VALVES, PISTONS, OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.**
8. **REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION.**
9. **EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS AND/OR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.**

10. REPAIRS TO CORRECT A COSMETIC IMPERFECTION.
11. **BREAKDOWNS** RESULTING FROM THE FAILURE TO STOP DRIVING OR PROTECT **YOUR VEHICLE** FROM FURTHER DAMAGE AFTER A **BREAKDOWN** HAS OCCURRED.
12. **BREAKDOWNS** CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.
13. ANY LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTS FROM A **BREAKDOWN**.
14. **BREAKDOWNS** CAUSED BY ABUSE, MISUSE, OR ALTERATIONS, OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN THE MAINTENANCE REQUIREMENTS SECTION OF THIS **LIMITED WARRANTY** AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR **YOUR VEHICLE**.
15. **BREAKDOWNS** OR DAMAGE CAUSED OR CONTRIBUTED TO BY OPERATING A **VEHICLE** THAT DOES NOT HAVE PROPER LEVELS OR SPECIFICATION (TYPE) OF FLUIDS, LUBRICANTS, OR COOLANT, OR FOR **BREAKDOWNS** CAUSED BY OR CONTRIBUTED TO BY THE USE OF CONTAMINATED FLUIDS, IMPROPER FUELS, OR SUB-STANDARD OIL.
16. **BREAKDOWNS** CAUSED BY RUST OR WEATHER-RELATED CORROSION.
17. IF **YOUR VEHICLE'S** ODOMETER HAS BEEN STOPPED, ALTERED, OR MISREPRESENTS ACTUAL MILEAGE.
18. **BREAKDOWNS** WHICH EXISTED PRIOR TO THE **LIMITED WARRANTY DATE**.
19. NON-U.S. SPECIFICATION MODEL **VEHICLES** OR **VEHICLES** WITH A SALVAGE OR BRANDED TITLE.
20. **BREAKDOWNS**, REGARDLESS OF THE CAUSE, IF **YOU** FAIL TO MAINTAIN **YOUR VEHICLE** AS OUTLINED IN THE MAINTENANCE REQUIREMENTS SECTION OF THIS **LIMITED WARRANTY**.
21. **BREAKDOWNS** CAUSED BY TOWING A TRAILER OR ANOTHER **VEHICLE** UNLESS **YOUR VEHICLE** IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
22. **BREAKDOWNS** CAUSED BY USING **YOUR VEHICLE** FOR RACING OR OTHER COMPETITION.
23. **BREAKDOWNS** CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER.
24. **BREAKDOWNS** ON A **VEHICLE** THAT HAS BEEN MODIFIED TO PLOW SNOW, REGARDLESS OF WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE **VEHICLE** AT THE TIME OF **BREAKDOWN**.
25. **BREAKDOWNS** ON A **VEHICLE** OR TRUCK RATED MORE THAN 1 TON OR THAT IS USED FOR COMMERCIAL PURPOSES INCLUDING, BUT NOT LIMITED TO, POLICE **VEHICLE**, EMERGENCY **VEHICLE**, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), DELIVERIES, DAILY RENTALS, OFF-ROADING, CARRYING PASSENGERS FOR HIRE, AND SNOW PLOWING.
26. FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS INCLUDING, BUT NOT LIMITED TO, IF **YOUR VEHICLE** IS INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A **BREAKDOWN** OF A **COVERED PART**. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO **YOU**.