

## 1. BACKGROUND

1.1. THE PURCHASER UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS NOT A POLICY OR CONTRACT OF INSURANCE, AND THAT THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR A MOTOR VEHICLE.

1.2. This Mercedes-Benz New Vehicle Extended Limited Warranty (this "Agreement") applies only to repairs to the Vehicle covered by this Agreement occurring within the United States and Puerto Rico.

1.3. Term and Mileage Expiration Coverage under this Agreement (the "Term"):

1.3.1. begins after the expiration of the Mercedes-Benz New Vehicle Limited Warranty (48 months) or upon the Vehicle reaching 50,000 total miles, whichever occurs first; and

1.3.2. Ends on either the Agreement End Date, or the Vehicle reaching the maximum mileage limit indicated under the Agreement Type/Term, both as listed on page 1, whichever occurs first.

1.3.3. The purchase of this Agreement does not waive any implied warranties that are available to You.

1.4. This Agreement may only be purchased while the Vehicle is covered by the New Vehicle Limited Warranty.

1.5. The Agreement coverage is not applicable to vehicles used for commercial purposes at any time during the term of this Agreement.

1.6. This Agreement is not valid for use in connection with Mercedes-Benz Maybach, SLS, and SLR vehicles.

1.7. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining provisions shall not be affected. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal, and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.

## 2. DEFINITIONS

2.1. We, Us, and Our: Mercedes-Benz USA, LLC (MBUSA), the party obligated to provide the services under this Agreement; One Mercedes-Benz Drive, Sandy Springs, GA 30328-4201; 1-800-FOR-MERCEDES (1-800-367-6372).

2.2. You, Your, and Purchaser: The party indicated as the "Purchaser" on page 1.

2.3. Selling Dealer: The Authorized Mercedes-Benz Dealer from whom You purchased this Agreement.

2.4. Authorized Dealer: Any authorized Mercedes-Benz Dealer in the United States or Puerto Rico.

2.5. Private Party Purchaser: Any purchaser of the Vehicle other than a motor vehicle dealer or a person actively engaged in the business of buying, selling or exchanging motor vehicles.

2.6. No Charge: Extended Limited Warranty services will be provided at no charge for parts, labor, or diagnostic operations which are directly related to the coverage provided under this Agreement.

2.7. Service Information Booklet: Manufacturer's manual containing maintenance work information utilized for the Vehicle's specific model, age, or mileage.

2.8. Vehicle or Motor Vehicle: The Mercedes-Benz vehicle specified on page 1, which cannot be used at any time during the term of this Agreement for professional emergency, law enforcement, for-hire, or commercial purposes.

## 3. WHAT IS COVERED

3.1. During the Term of this Agreement, all necessary repairs or replacements of **the parts listed below** will be made by any Authorized Dealer at no charge to You or any eligible subsequent Private Party Purchaser to correct "defects" in material or workmanship in, and not "damage" to, covered vehicle parts and/or systems of the Vehicle.

3.2. Items covered below must have been installed prior to or at the time of the retail delivery of the Vehicle.

**3.3. This agreement covers all necessary repairs or replacement for the Vehicle of only the parts listed below:**

**3.3.1. ENGINE:** Engine block, cylinder head(s), cylinder head gasket(s), all internally lubricated parts, including internally lubricated seals and gaskets, intake and exhaust manifolds, timing chain cover, flywheel, flex-plate, vibration damper (harmonic balancer), coolant pump, turbocharger, supercharger, belt tensioners, injection pump, control module, and motor mounts, A/C compressor, accelerator pedal, air compressor, alternator, belt drive (incl. belt pulleys, bearing), charge air cooler, crank assembly, crankcase, engine brake, engine radiator, engine suspension, fan, fuel pump, lines, tubes, hoses, and clamps on major assembly, starter, steering pump, water hoses, water pump, glow plug.

**3.3.2. TRANSMISSION:** Transmission case, control modules, all internally lubricated parts including internally lubricated seals and gaskets, valve body, automatic transmission lines, torque converter, modulator control valve, control pressure cable, shift linkages, clutch (release bearing, pressure plate, masses flywheel), differential lock, drive suspension, housing, clutch hydraulic cylinders, modulator, oil cooler, power take-off (PTO), pumps, range group, retarder / telma brake (factory installed), shafts, gears, and bearings, shift mechanism / gearshift linkage / cable-controlled gearshift, speedometer drive, splitter group, synchronization.

**3.3.3. AXLES:** Center section/rear axle and all internally lubricated parts, including internally lubricated seals and gasket, axle side shafts, drive shaft, drive shaft center bearing, drive shaft flex-disc assembly, rear axle shaft bearings and hubs, axle mounting, differential, differential lock, axle (hydraulic driven) (incl. pump, hydraulic system, hoses, and control unit), axle (mechanically driven) (incl. heel hub and wheel bearing, without tie rod, driving rod, and stub axles), axle (not driven), steered/non-steered leading axle, trailing axle (not driven), wheel bearing, wheel hub, tie rod, driving rod, and drag link, housing, inter-axle differential, intermediate bearing, lines, tubes, hoses, and clamps on major assembly, planetary gear, propeller shafts, stabilizer bar, suspension, air bellows, shock absorbers, and lift equipment, through-drive.

**3.3.4. COOLING SYSTEM:** Thermostat, radiator, fan clutch, engine fan (including electronic fan), coolant expansion tank, transmission and engine oil coolers as well as the metal lines and fittings, compressed air system, hydraulic, mechanical, and pneumatic brake system, steering gear/steering shaft, tank system.

**3.3.5. CLIMATE CONTROL:** All electrical components noted above, as well as the A/C compressor and clutch, receiver/drier bottle, refrigerant hoses and connections, evaporator, expansion valve, condenser, rear vent control cables, vacuum actuators, all vacuum valves and elements, auxiliary cooling pump, cold engine lock-out switch, temperature selector wheel, servo unit, mono valve, dual valve, switchover valve, heater core and heater housing assembly, auxiliary heater/stationary air conditioner, heating and air conditioning, wiper system without wiper blades.

**3.3.6. AUDIO AND NAVIGATION SYSTEMS:** Head unit (Radio, AM/FM/Weatherband/Satellite), speakers, audio amplification system, CD player and changer, associated electrical wiring, instruments, fleetboard, and navigation system installed by factory or authorized Mercedes-Benz Dealer using approved Mercedes-Benz components.

3.4. In addition to the coverage provided to all vehicles as listed above, Mercedes-Benz Smart vehicles will also be provided the following coverage:

3.4.1. All necessary repairs or replacements for the Smart vehicle shock absorbers and struts.

#### 4. CONDITIONS AND VEHICLE SERVICE REQUIREMENTS FOR YOUR WARRANTY

4.1. MBUSA will, during the Term of this Agreement, only repair or replace any parts of the Vehicle listed above due to any “defects” in material or workmanship, and not “damage”. You must properly maintain and care for the Vehicle, and any repairs covered under this Agreement must be performed by an Authorized Dealer. Repairs and replacements of parts due to “damage,” which includes, but is not limited to, collision, misuse, and lack of or improper maintenance of the Vehicle, are not covered by this Agreement.

4.2. MBUSA requires that You service Your Vehicle at our specified mileage intervals. Your Service Information Booklet contains this information. These services help assure the proper operation of Your Vehicle. The required service maintenance is available at all authorized Mercedes-Benz Dealerships.

4.3. Maintenance service as recommended in Your Vehicle’s Service Information Booklet can be performed by any maintenance service outlet or mechanic. However, we recommend that all maintenance service work be

performed by an Authorized Dealer, which has the trained personnel, tools, diagnostic instruments, and service reference literature necessary to perform the recommended maintenance correctly and systematically.

4.4. Failure to follow the required Mercedes-Benz service maintenance schedule using specified materials, fluids, and parts, at the specified intervals could cause vehicle damage not covered by this Warranty.

4.5. ANY SERVICING, REPAIRS, OR REPLACEMENTS OF PARTS COVERED BY THIS AGREEMENT FOR ANY "DEFECTS" IN MATERIAL OR WORKMANSHIP WILL BE MADE AS DETERMINED BY MBUSA, USING NEW OR REMANUFACTURED GENUINE MERCEDES-BENZ PARTS, AT MBUSA'S SOLE DISCRETION.

4.6. Within the scope of this Agreement, any covered defective parts in Your vehicle will be exchanged or repaired by an Authorized Dealer. MBUSA recommends Genuine Mercedes-Benz Parts, exchange units, and factory-approved accessories for all of Your vehicle's replacement parts. These parts meet the same exacting quality control standards as the original equipment on Your vehicle and comply with all applicable Federal and state safety regulations.

4.7. In the case of defective assemblies covered by this Agreement, factory rebuilt/remanufactured units may be used as replacements. Any defective parts or assemblies replaced under this Agreement shall become the property of MBUSA.

4.8. In no event shall any repairs or replacements made under this Agreement constitute any extension, amendment, or modification of the term of the Vehicle Warranty, the Term of this Agreement, or any part thereof.

## 5. NORMAL MAINTENANCE

5.1. Maintenance service as recommended in the Vehicle's Maintenance Manual can be performed by any qualified service outlet. However, we recommend that all maintenance service work be performed by Authorized Dealers who have the factory-trained technicians, tools, diagnostic instruments, and service reference literature necessary to perform the recommended maintenance correctly and systematically.

5.2. The Owner's Manual and Service Information Booklet include specific recommendations regarding the use, operations, and maintenance of the Vehicle. To maintain the validity of this Agreement, You must follow correct Vehicle operating procedures and have Your Vehicle serviced as recommended by the manufacturer during the Agreement Period.

5.3. Cleaning and polishing, lubrication, filters, engine tune-up, replacing wiper blades or wiper rubber inserts, brake pads, sensors and rotors/discs, and clutch discs and pressure plates are some of the normal maintenance services the Vehicle requires and are not covered by this Agreement. See Service Information Booklet for details.

5.4. If requested, proof of required service, including receipts showing date and mileage of the Vehicle at the time of service, must be presented before any repairs under this Agreement commence.

5.5. This Agreement and/or the Service Information Booklet must be available for review by the repair facility. Failure to provide maintenance records may result in the denial of claims.

5.6. This Agreement does not provide coverage for any part or system damaged as a result of improper maintenance or lack of maintenance.

5.7. MBUSA's retention of broken parts, for inspection or other use, may be required for any repair work.

## 6. WHAT IS NOT COVERED

6.1. DAMAGE DUE TO LACK OF MAINTENANCE: Lack of proper maintenance of the Vehicle as described in the Service Information Booklet.

6.2. DAMAGE CAUSED BY NON-APPROVED PARTS OR FLUIDS:

6.2.1. Damage or malfunctions caused by the use of equipment and parts that are not Mercedes-Benz original equipment or Mercedes-Benz-approved spare parts or accessories are not covered by this Agreement.

6.2.2. Damage to or malfunctions of a covered part caused by the use of service parts or fluids, such as paper oil filters, improper engine oil, fluids, cleaners, polishes, or waxes, which are non-approved by Mercedes-Benz, is not covered by this Agreement.

6.2.3. Damage or malfunctions resulting from poor fuel quality or from blending additional fuel additives, other than those expressly approved for use in exceptional circumstances by MBUSA (see Operator's Manual for the Vehicle), are not covered by this Agreement.

6.3. DAMAGE DUE TO ACCIDENTS, NEGLIGENCE, FRAUD, IMPROPER ADJUSTMENTS, DISCONNECTION, TAMPERING, OR

MISUSE:

6.3.1. Damage due to accidents, negligence, fraud, improper adjustments, modification, alterations, disconnection, or tampering.

6.3.2. Damage from objects striking the vehicle is not covered by this Agreement.

6.3.3. Damage due to misuse of the vehicle including, but not limited to, driving over curbs, overloading, improper operation, operating without regard to vehicle warning lights, storage, or transport. (Proper vehicle use is described in the Operator's Manual.)

6.4. DAMAGE CAUSED BY OUTSIDE INFLUENCES AND THE ENVIRONMENT: Damage from accidents or acts of nature or other events beyond the control of MBUSA is not covered by this Agreement (e.g., fire, flood, earthquake). Resultant damage from factors such as, but not limited to, fuel or fluid contamination, corrosion, mold, and algae, is not covered by this Agreement. Parts made from cloth or leather (e.g., upholstery, convertible tops, trim items), wood, sheet metal/body panels, paint, or chrome which have been affected by airborne fallout, such as chemical and tree sap, or by road salt, hail, windstorm, or other environmental factors, are not covered by this Agreement.

6.5. DAMAGE DUE TO MODIFICATIONS OR ALTERATIONS: Alterations by changing or adding to the Vehicle can adversely affect its performance, reliability, and longevity, and are not covered by this Agreement.

6.6. ALTERED ODOMETER: No coverage under this Agreement shall apply to the Vehicle if its odometer has been altered or the actual mileage cannot be determined.

6.7. DAMAGE CAUSED BY IMPROPER BODY REPAIRS: Damage or malfunctions caused by body repairs not performed in accordance with MBUSA-specified repair procedures or otherwise improperly performed are not covered by this Agreement.

6.8. BATTERIES: Batteries are not covered by this Agreement.

6.9. TIRES: Tires are not covered by this Agreement.

6.10. GLASS: Glass is not covered by this Agreement.

6.11. PAINT AND OTHER APPEARANCE ITEMS: Paint and other appearance items are not covered by this Agreement.

6.12. CHANGES IN DESIGN: MBUSA, as the manufacturer, has reserved the right to make any changes in design or to make additions to or upon its products without incurring any obligations to install the same equipment on motor vehicles previously built.

## 7. LIABILITIES AND LIMITATIONS

7.1. The performance of work for prescribed repair as stated under this Agreement is the only remedy available under this Agreement.

7.2. Implied and express warranties and conditions arising under applicable state laws or federal statute or otherwise in law or in equity, if any, including, but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law, or limited in duration as defined in Section 1 of this Agreement.

7.3. MBUSA WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, OR BREACH OF IMPLIED OR EXPRESSED WARRANTIES. ANY AND ALL SUCH LIABILITY IS EXPRESSLY EXCLUDED.

7.4. Some states do not permit the exclusions or limitations of incidental or consequential damages, so these limitations may not apply to You.

7.5. THE MAXIMUM AMOUNT OF LIABILITY OF MBUSA WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE ACTUAL MARKET VALUE OF THE VEHICLE.

## 8. HOW TO OBTAIN SERVICE

8.1. Contact Your Selling Dealer, or any Authorized Dealer:

8.1.1. Schedule a maintenance appointment for the appropriate maintenance service.

8.1.2. Bring the Vehicle along with the "Service" booklet and this Agreement to Your Selling Dealer or any Authorized Dealer.

8.1.3. Sign the repair order upon completion of all repairs and replacements.

8.1.4. Pay for any non-covered services and/or parts and taxes, if applicable.

8.2. If You require assistance in locating an Authorized Dealer, please call the Mercedes-Benz Customer Assistance Center toll-free at 1-800-FOR-MERCEDES (1-800-367-6372) or visit the following website: <https://www.mbusa.com/mercedes/dealers/locator>.

8.3. Any Authorized Dealer in the United States and Puerto Rico of the owner's choice can perform Extended Limited Warranty services. The Vehicle should be delivered to the Authorized Dealer during normal service hours. A reasonable time should be allowed after taking the Vehicle to the Authorized Dealer for performance of the Extended Limited Warranty services.

## 9. MERCEDES-BENZ ROAD SIDE ASSISTANCE

9.1. During the Term of this Agreement, You are eligible to receive Mercedes-Benz Roadside Assistance services.

9.2. These services include:

9.2.1. In the event of a mechanical breakdown due to a "defect" in a covered part during the Term of this Agreement, reasonable and competitive towing charges to have the Vehicle towed to the nearest authorized Mercedes-Benz Dealer at no charge.

9.2.2. Trip Interruption Coverage: You may be reimbursed up to \$300 per day for actual documented expenses - for up to three days - including the costs of meals, lodging, and substitute

transportation. All Trip Interruption claims and documentation must be presented to, and approved by, an Authorized Dealer.

9.3. Please telephone MBUSA at 1-800-FOR-MERCEDES (1-800-367-6372) for full details, terms, and conditions of the Mercedes-Benz Roadside Assistance services.

## 10. CANCELLATION

10.1. You may cancel this Agreement at any time by submitting to the Selling Dealer or any Authorized Dealer proof of ownership for the Vehicle and a completed written Cancellation Form, which is available from the Selling Dealer or any Authorized Dealer.

10.2. If this Agreement is cancelled prior to the date coverage begins, or within the first sixty (60) days after coverage begins, and no claims have been filed, the entire Agreement price will be refunded by the Selling Dealer.

10.3. If a claim has been made against the Agreement, or if the Agreement has been in effect more than sixty (60) days, the Selling Dealer will refund an amount of the Agreement purchase price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, less the amount of any claims paid under this Agreement.

10.4. If You cancel this Agreement, cancellation is effective immediately and this Agreement will not be reinstated.

10.5. We may cancel this Agreement at any time if any of the following occurs:

10.5.1. Nonpayment of the Agreement charge;

10.5.2. The Vehicle odometer has been altered, disabled, or has been inoperable for more than ten (10) days after the purchase of this Agreement so as to reflect an incorrect or misleading reading;

10.5.3. The Vehicle has been determined to be a salvage, scrap, or dismantled vehicle as defined by applicable state law;

10.5.4. Any material misrepresentations on the part of the Purchaser, including, but not limited to, a submission of a fraudulent claim in connection with this Agreement;

10.5.5. The Vehicle is found to be modified in a manner not recommended by the manufacturer; or

10.5.6. The Vehicle is found to be used as a commercial vehicle.

10.6. If We cancel this Agreement, a written notice will be mailed to Your last known address stating the grounds for cancellation, and this Agreement will terminate five (5) days after the postmarked date of the cancellation notice.

10.7. Prior notice is not required if the reason for cancellation is due to nonpayment, a material misrepresentation by You to Us or the Selling Dealer, or a substantial breach of duties by You relating to the Vehicle or its use.

10.8. THE CANCELLATION PROVISIONS DESCRIBED ABOVE ARE NOT APPLICABLE IN ANY WAY IF THIS AGREEMENT HAS BEEN TRANSFERRED, AND NO REFUND SHALL BE ISSUED TO ANY PURCHASER TO WHOM THIS AGREEMENT HAS BEEN TRANSFERRED.

10.9. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The lienholder will be named as the sole payee on a cancellation refund if the Vehicle has been repossessed.

10.10. Should the Vehicle be repossessed or deemed a total loss, the Purchaser's cancellation rights under this Agreement shall transfer to the Lienholder or Lessor and the Selling Dealer listed on page 1, and at Lienholder's or Lessor's request, this Agreement shall be cancelled upon receipt of evidence of repossession or total loss and Lienholder or Lessor shall be named as the sole payee of any resulting refund unless MBUSA is instructed otherwise in writing by the Lienholder or Lessor. Please check the State-Specific Amendments section for different rights regarding cancellation.

## 11. TRANSFER

11.1. If You transfer or sell the Vehicle to a Private Party Purchaser, the remaining benefits of this Agreement will be transferred to the Private Party Purchaser if, and only if, the Private Party Purchaser presents the Selling Dealer or any Authorized Dealer with proof of ownership for the Vehicle, a copy of this Agreement and the completed Transfer Form or "Notice of Address Change or Change of Ownership" card in the centerfold of the Service and Warranty Information booklet. A Transfer Form is available from any Authorized Dealer.

11.2. THIS AGREEMENT MAY NOT BE TRANSFERRED TO ANOTHER VEHICLE.

11.3. This Agreement cannot be transferred if the title transfer of the Vehicle passes through any entity or individual other than a Private Party Purchaser, or if the Vehicle is sold or traded to a dealership, leasing agency, or entity/individual in the business of selling motor vehicles.

11.4. MBUSA will not be responsible or liable if the Purchaser, or the previous Private Party Purchaser of the Vehicle, has cancelled this Agreement without the knowledge of the Vehicle's new owner.

## 12. STATE SPECIFIC AMENDMENTS TO THIS AGREEMENT

If You purchased this Agreement in one of the following states, this Agreement is amended for the specific provisions indicated below only, which supersede any other provision herein. All other terms and conditions of this Agreement remaining unchanged:

### 12.1. ALABAMA:

12.1.1. If a refund is not paid by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

### 12.2. CALIFORNIA:

12.2.1. We have the burden of proving a claim is not covered by the Agreement.

12.2.2. After sixty (60) days, we may only cancel this Agreement for non-payment, fraud, or material misrepresentation.

12.2.3. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for Coverage under the terms of the Agreement. The cancellation refund will be paid within thirty (30) days of the cancellation, and a notice of cancellation will be mailed to You listing the reason or cancellation. The Agreement ceases to be valid no less than five (5) days after the postmark date of such notice.

12.2.4. The amount of the cancellation refund owed, if any, will be determined in accordance with Section 10 of this Agreement.

12.2.5. If We cancel this Agreement due to fraud or material misrepresentation, cancellation is effective immediately, and the pro-rata refund, less any claims paid, will be paid within thirty (30) days of the cancellation.

12.2.6. If any promise made in this Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site at ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

12.2.7. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally and agree to meet and confer in good faith on any matter of controversy, claim, or dispute arising under or relating to this Agreement or a breach thereof (each, a Dispute). If the Parties cannot resolve the Dispute within thirty (30) days or such shorter period required for its resolution, then either Party may exercise any legal and equitable right at its disposal.

### 12.3. FLORIDA:

12.3.1. Our Florida Motor Vehicle Manufacturer License Number is: 17-222375138.

12.3.2. The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

12.3.3. This Agreement may be cancelled by You within sixty (60) days of purchase upon written request. We will refund one-hundred percent (100%) of the Agreement price minus claims paid (if any) plus an administrative fee of five percent (5%).

12.3.4. If You cancel the Agreement after sixty (60) days, the Selling Dealer will refund ninety percent (90%) of the unearned pro rata premium, less any claims paid.

12.3.5. If We cancel the Agreement, the Selling Dealer will return one-hundred percent (100%) of the unearned pro rata Agreement price, less any claims paid.

12.3.6. After the Agreement has been in effect for more than sixty (60) days, We may only cancel for material misrepresentation or fraud, failure to maintain the Vehicle as prescribed by the manufacturer, odometer tampering or disabling that You fail to repair, or non-payment of premium.

12.3.7. YOU MAY ASSIGN YOUR RIGHTS UNDER THIS AGREEMENT TO A SUBSEQUENT RETAIL PURCHASER OF THE MOTOR VEHICLE COVERED BY THIS AGREEMENT. ASSIGNMENT MUST OCCUR WITHIN 15 DAYS AFTER THE DATE OF SALE OR TRANSFER OF THE MOTOR VEHICLE TO THE SUBSEQUENT PURCHASER. AN ASSIGNMENT FEE OF \$40 MAY APPLY.

#### 12.4. HAWAII:

12.4.1. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

#### 12.5. ILLINOIS:

12.5.1. Repairs due to normal wear and tear will not be covered by this Agreement.

#### 12.6. INDIANA:

12.6.1. This Agreement is not insurance and is not subject to Indiana insurance laws.

#### 12.7. MAINE:

12.7.1. If We cancel this agreement, We must mail You a written notice at least fifteen (15) days prior to cancellation with the effective date of cancellation and reason for cancellation.

12.7.2. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

#### 12.8. MINNESOTA:

12.8.1. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

12.8.2. We shall mail You a written notice to Your last known address at least five (5) days prior to cancellation if We cancel this agreement for nonpayment, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use.

12.8.3. If we cancel this Agreement for any other reason, a written cancellation notice shall be sent to You at least fifteen (15) days prior to cancellation.

12.8.4. Any cancellation notice will state the cancellation effective date and the reason for the cancellation

#### 12.9. MISSOURI:

12.9.1. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

#### 12.10. NEW HAMPSHIRE:

12.10.1. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, Tel. 800-852-3416.

#### 12.11. NEW JERSEY:

12.11.1. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

#### 12.12. NEW MEXICO:

12.12.1. If We cancel this agreement, We must mail You a written notice at least fifteen (15) days prior to cancellation.

12.12.2. We may cancel this Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, we may only cancel this Agreement in the following circumstances:

12.12.2.1. Nonpayment;

12.12.2.2. Fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim under this Agreement;



12.12.2.3. Act or omission by You after the effective date that substantially and materially increased the serviced required under this Agreement; or

12.12.2.4. Violation by You of any condition of this Agreement that substantially and materially increased the service required under this Agreement.

12.12.3. If a refund is not paid or credited by the Selling Dealer within sixty (60) days, a ten percent (10%) penalty per month will be added to the refund.

12.13. OKLAHOMA:

12.13.1. If this Agreement is canceled by You after the first sixty (60) days, or a claim has been filed within the first sixty (60) days after coverage has taken effect, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the Agreement.

12.13.2. If We cancel the Agreement, the Selling Dealer will return one-hundred percent (100%) of the unearned pro rata Agreement price, less any claims paid.

12.14. PUERTO RICO:

12.14.1. If We cancel this Agreement, We must provide written notice to You fifteen (15) days prior to cancellation of this Agreement.

12.14.2. If this Agreement is cancelled prior to the beginning of the Term of this Agreement, as indicated on page 1, the Selling Dealer will issue You within thirty (30) days of cancellation a full refund equal to the Total Purchase Price.

12.14.3. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

12.15. SOUTH CAROLINA:

12.15.1. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five days (45) after the return of the Agreement to Us.

12.15.2. If We cancel this Agreement, We must provide written notice to You fifteen (15) days prior to cancellation of this Agreement.

12.16. TEXAS:

12.16.1. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

12.16.2. Unresolved complaints concerning a provider or questions concerning the registration of MBUSA may be addressed to: Texas Department of Licensing and Regulation, P.O.B. 12157, Austin, Texas 78711, phone number 1-800-803-9202.

12.17. WASHINGTON:

12.17.1. If We cancel this Agreement, We must provide written notice to You twenty-one (21) days prior to cancellation of this Agreement.

12.17.2. If a refund is not paid or credited by the Selling Dealer within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

12.17.3. After the Agreement has been in effect for more than sixty (60) days, We may only cancel for nonpayment or misrepresentation in obtaining this Agreement, in the submission of a claim, or as otherwise permitted under Washington state law.

12.17.4. The implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within ninety (90) days of the purchase date of the Vehicle from the Selling Dealer.

12.17.5. Coverage under this Agreement will not be denied for failure to properly maintain the Vehicle, unless the failure to maintain the vehicle involved the failed part or parts.

12.17.6. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE IMPLIED WARRANTY DISCLOSURE (PROVISION 12.16.5) AND AGREE TO THE TERMS AND CONDITIONS TO THIS AGREEMENT, AND HAVE SPECIFICALLY READ AND ACCEPT THE FOLLOWING AGREEMENT SECTIONS (PURCHASER INITIALS)\_\_\_\_\_):

12.17.6.1. Section 1: Agreement period;

12.17.6.2. Section 3: Services and parts covered;

12.17.6.3. Section 4: Conditions for coverage;

12.17.6.4. Section 5: Vehicle maintenance requirements;

12.17.6.5. Section 6: Services and parts not covered;

12.17.6.6. Section 8: How to Obtain Service;

12.17.6.7. Section 10: Cancellation provisions; and

12.17.6.8. Section 11: Transferability provisions.

12.18. WISCONSIN:

12.18.1. In the event that this Agreement is cancelled, whether by You or Us, the applicable cancellation fee will not exceed ten percent (10%) of the Total Purchase Price.

12.18.2. We may only cancel this Agreement for nonpayment, material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use.

12.18.3. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

12.18.4. THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE.

12.19. WYOMING:

12.19.1. If We cancel this Agreement, We must provide written notice to You ten (10) days prior to cancellation. Prior notice is not required if the reason for cancellation is non-payment, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

12.19.2. If a refund is not paid or credited by the Selling Dealer within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

ALL OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE PROVIDER AND OBLIGOR, MBUSA, AND UNLESS SPECIFIED IN SECTION 11, ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT POLICY.