

RENEWABLE
FOR
UP TO 3
YEARS

Aftercare

Tire Protectant Product Limited Warranty ATV, UTV, Mower, Tractor, Golf Car

Contract # **CWA**

Today's Date _____

CW28FAYA

Customer Information	First Name	Middle Initial	Last Name	
	Address	Home Phone	Work Phone	
	City	State	Zip	
Issuing Dealer	Dealership Name	Phone Number		
	Dealership Address	Dealer #		
Limited Warranty Information	12 Month - Renewable Agreement Term	Unlimited Mileage Term	Zero Deductible	Applied Date
	Product Line	Plan Code	Vehicle Sale Date	
Vehicle Information	Year	Mfgr	Disp	Model
	VIN	Front Tire Size/Rear Tire Size	Condition	Vehicle Sale Price

Customer Signature _____

Date _____

PLEASE READ THIS LIMITED WARRANTY CAREFULLY. THIS LIMITED WARRANTY TAKES THE PLACE OF ANY OTHER WRITTEN OR ORAL STATEMENTS MADE TO YOU ABOUT YOUR COVERAGE UNDER THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS NOT AN INSURANCE POLICY. AFTERCARE DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE TIRE PROTECTANT PRODUCT OR ITS APPLICATION THAT IS NOT CONTAINED IN THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS BEING PROVIDED TO YOU AT NO COST.

SUMMARY OF LIMITED WARRANTY COVERAGE

This Limited Warranty is between You, the customer whose name appears at the top of this page, and Us, Aftercare, Inc. It covers the following Tire Protectant Product applied to Your Vehicle's tires: TireJect. We will pay to reinstall the Tire Protectant Product in your Vehicle's tires, including the cost of labor, not to exceed \$75.00 per hour, required to repair a tire due to the failure of the Tire Protectant Product to work as intended to prevent a flat, subject to the exclusions listed on page 2 and all other terms and conditions of this Limited Warranty. Aftercare does not assume any liability for the proper installation of the Tire Protectant Product or damage caused by improper installation.

COVERED CONDITIONS

The following are the Covered Conditions which the Tire Protectant Product is intended to prevent:

- Punctures caused by a pointed object 3/8 inch in diameter or less
- Bead leaks (exclusions apply)

LIMITATION ON IMPLIED WARRANTIES AND INCIDENTAL OR CONSEQUENTIAL DAMAGES

The duration of any implied warranties are limited to the duration of this Limited Warranty. This Limited Warranty does not cover incidental, consequential damages, or punitive damages. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You.

TERM

This Limited Warranty begins on the Applied Date identified in the Limited Warranty Information section, at the top of page 1, and expires 12 months after the Applied Date.

NON-TRANSFERABLE

This Limited Warranty is not transferable. It covers only the Vehicle identified at the top of page 1 while it is owned by You.

LIMITS OF LIABILITY

The maximum amount we will pay for all repairs during the Term of this Limited Warranty is \$2,000 or the Vehicle Sale Price, whichever is less. The maximum amount we will pay for any single warranty claim shall not exceed the average trade-in value of the Vehicle at the time the damage occurs, as determined by standard manuals for establishing vehicle value, or \$2,000, whichever is less. We will not pay for any economic loss or extra expense, including (without limitation) payment for the loss of time or lost wages, inconvenience, storage, loss of Vehicle use, lodging, meals or other travel expenses.

GENERAL TERMS AND CONDITIONS

1. You must maintain the Vehicle in accordance with the Manufacturer's stated periodic maintenance requirements which can be found in the Vehicle Owner's Manual.
2. You must regularly check the tire pressure and inspect the condition of the Vehicle's tires and repair/replace as needed.
3. You must protect the Vehicle's tires from the elements by storing the Vehicle in a covered, protected area.
4. If you discover damage to the Vehicle's tires, you must make every effort to prevent further damage to the Vehicle's tires.
5. You must report any damage to Aftercare within 30 days of its occurrence.

CLAIM PROCEDURE

To report a claim, follow these steps:

1. Bring the Vehicle to the Dealer or another Authorized Repair Facility. Contact Aftercare at (800) 832-3237 if you need help locating an Authorized Repair Facility. Aftercare will only cover claims for repairs performed by an Authorized Repair Facility.
2. Protect the Vehicle from further damage. We may deny coverage for damage caused by Your failure to protect the Vehicle from further damage.
3. Show the Authorized Repair Facility the damage and, if possible, identify the Covered Condition that caused the damage.
4. We will determine if the claim is covered. If the claim is covered, We will determine the appropriate Remedy to repair the damage, provide the Authorized Repair Facility with a Claims Authorization Number, and authorize them to perform repairs. The Authorized Repair Facility is required to obtain approval from Aftercare prior to performing any repair, and You may not arrange for repair work to begin on Your Vehicle before We provide a Claims Authorization Number. If You arrange for repair work to begin before We authorize the repair, We will deny coverage.

EXCLUSIONS

This Limited Warranty does not cover:

1. Damage caused by normal wear and tear.
2. Damage caused by operation or maintenance other than as recommended by the Manufacturer, including but not limited to: abnormal strain (including operation in swampy, boggy or flooded conditions), neglect, abuse, misuse, or improper transportation.
3. Damage caused by a defect or failure which is documented by any manufacturer's recall or bulletin related to materials and workmanship during manufacture, written recall notices, bulletins, policies or settlements.
4. Tire punctures caused by an object that is greater than 3/8 inch in diameter.
5. Cuts, slices, tears or other tire damage that is not a puncture.
6. Tire damage that has torn or removed rubber material from the tire leaving a gap or hole of missing rubber.
7. Damage to a rim (for example: bent or damaged bead, cracked or pierced rim).
8. Damaged or leaky valve stem.
9. Damage to any tire that has any other tire sealant or additive installed.
10. Damage caused by any condition or circumstance not specifically listed under the section titled Covered Conditions.
11. Damage caused by driving or transporting the Vehicle while any of its tires has air pressure under the manufacturer's recommended PSI.
12. Damage caused by: a) manufacturer defects, b) staining or fading, c) burned, torn or ripped material, d) corrosive materials, bleaches, acids, dyes, or inks or stains or fading caused by these materials, e) damage due to sun exposure including fading, peeling and cracking, f) failure to take reasonable care.
13. Damage to untreated, repaired or replaced tires, to which the Tire Protectant Product has not been applied.
14. Damage caused by theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, an object striking the Vehicle, impact or collision, accident or Acts of God.
15. Damage caused at least in part by an excluded condition, even if a Covered Condition also contributed to the damage.
16. Damage caused by improper storage.
17. Damage to commercial vehicles and to the Vehicle while it is being used for commercial purposes (e.g. rental, delivery, hauling for hire, police or emergency services).
18. Adjustments, tune-ups, maintenance, parts or labor.
19. Damage caused by the failure to comply with the General Terms and Conditions of this Limited Warranty.
20. Damage caused by anything other than a Covered Condition.
21. Damage that is not reported within 30 days of its occurrence.
22. Damage caused by a pre-existing condition.

DEFINITIONS

Warrantor, Our, Us, We: Aftercare, Inc. 126 E. Dyer Road Suite A Santa Ana, CA 92707.

Authorized Repair Facility: the Dealer or another facility authorized by Aftercare, in advance of repair work, to perform repairs.

Dealer: the dealership whose name appears at the top of page 1 of this Limited Warranty in the section titled Issuing Dealer.

Vehicle or Your Vehicle: the vehicle listed on page 1 of this Limited Warranty.

Remedy: the reinstallation of the Tire Protectant Product in a flat tire and/or the plugging of a tire to aid in the containment of the Tire Protectant Product.

Tire Protectant Product, The Product: TireJect, which when applied to Your Vehicle's tires is designed to protect Your Vehicle's tires from damage.

You, Your: the owner of the Vehicle whose name and address appear in the Customer Information section at the top of page 1.

INSURANCE STATEMENT

Our obligations to perform under this Limited Warranty are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin. In California, the Warrantor is insured under an insurance policy issued by the Response Indemnity Company of California, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In Georgia, the Warrantor is insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In New York and Wisconsin, the Warrantor is insured under an insurance policy issued by the Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In Rhode Island, the Warrantor is insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, (800) 888-2738.

IF THE WARRANTOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER YOU PROVIDE PROOF OF LOSS COVERED BY THIS LIMITED WARRANTY, OR IF THE WARRANTOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS LIMITED WARRANTY, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

LEGAL RIGHTS NOTICE: THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE TIRE PROTECTANT PRODUCT. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. AFTERCARE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNATIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AFTERCARE DOES NOT AUTHORIZE ANY PERSON, ENTITY, OR FACILITY TO CREATE FOR IT ANY OTHER WARRANTY, OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. In addition, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

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