

DEALER MUST SUBMIT THIS APPLICATION IMMEDIATELY VIA EMAIL TO PREMIUM@PREMIUM2000.COM OR FAX TO 336.896.0355



PREMIUM 2000+ BENCHMARK MECHANICAL BREAKDOWN LIMITED WARRANTY AGREEMENT HEAVY DUTY TRUCK PROGRAM APPLICATION

190 Charlois Blvd. • Winston-Salem, NC 27103; Telephone Number 1-888-883-2632

COMMERCIAL TRUCK WARRANTIES

This Premium 2000+ Mechanical Breakdown Limited Warranty Agreement is between the Customer listed below and the Authorized Administrator for Premium 2000+ programs. The Authorized Administrator requires that the Customer call the Authorized Administrator at 1-888-883-2632 immediately upon noticing any unusual mechanical issues concerning the truck listed below.

WHITE - PREMIUM 2000+ YELLOW - DEALER PINK & GOLD - WARRANTY OWNER

I. (Must be completed in full - Please print or type using black ink)

CUSTOMER INFORMATION: NAME MIDWEST EXPRESS INC, STREET ADDRESS 2110 EAST HWY 30, CITY GRAND ISLAND, STATE NE, ZIP 68801-9605, PHONE (HOME) 3083950716, (WORK), (CELL), EMAIL midwestex@kdsi.net

VEHICLE INFORMATION: TRUCK MODEL YEAR: 2015, MAKE PETERBILT, MODEL 579, VIN 1XPBD49X1FD263604, CONTRACT RETAIL PURCHASE PRICE: REPOWER, ODOMETER AT SALE: 762936, ECM: 18.9, AGREEMENT DATE: 1/27/2020

Engine Make: CUMMINS, Eng. Model: ISX, Eng. Serial #: 79730298, Transmission Make: APU Make: Refrigeration Unit Make: Trans. Model: APU Model: Ref. Model: Trans. Serial #: APU Serial #: Ref. Serial #: Automatic Transmission: APU Hours: Ref. Hours:

II. AVAILABLE TERMS & COVERAGES (BASED ON TRUCK CLASS):

CLASS 8 BENCHMARK OPTIONS

BENCHMARK TERMS ARE ELIGIBLE FOR ADDITIONAL OPTIONS, ADDITIONAL OPTION TERM LENGTHS MUST MATCH AND CANNOT EXCEED SELECTED BENCHMARK TERM. [X] ENGINE ONLY [] ENGINE/TRANSMISSION/DIFFERENTIAL

TERM LENGTHS (WHICHEVER OCCURS FIRST): CLASS 3-7 [] 12 Months/50,000 Miles (80,467 km) [] 24 Months/100,000 Miles (160,934 km) CLASS 8 [] 12 Months/100,000 Miles (160,934 km) [] 24 Months/200,000 Miles (321,868 km) [] 12 Months/125,000 Miles (201,168 km) [X] 24 Months/250,000 Miles (402,336 km)

PINNACLE TERM LENGTHS ARE ONLY ELIGIBLE FOR THE 24 MONTHS/250,000 MILES (402,336 KM) ADDITIONAL OPTIONS. [] PINNACLE 36 MONTHS/CAPPED AT ONE MILLION MILES (1,609,344 km) (whichever occurs first) [] PINNACLE PLUS 48 MONTHS/CAPPED AT ONE MILLION MILES (1,609,344 km) (whichever occurs first)

Class 8 Mileage Limit capped at One Million (1,000,000) Miles (1,609,344 km). Class 3-7 Mileage Limit capped at Five Hundred Thousand (500,000) Miles (804,672 km). Mechanical Breakdown Limited Warranty Coverage For The Selected Term Is Subject To A \$100 Deductible Per Claim Occurrence Repair. Only Those Components Listed As Covered Are Protected Under This Agreement. See Schedule of Covered Components for Details.

ADDITIONAL OPTIONS

[] I choose NOT to purchase any of the Additional Options offered below. (Acknowledgment Required If not purchasing Additional Options)

[] AFTERTREATMENT ASSEMBLIES: THE EXHAUST GAS RECIRCULATION (EGR) VALVES AND DIESEL PARTICULATE FILTER (DPF). [] CRITICAL COMPONENTS PACKAGE: TURBOCHARGERS, ENGINE FUEL INJECTORS, WATER PUMP, FUEL PUMP AND ECM. [X] VALUE PACK: AFTERTREATMENT ASSEMBLIES, TURBOCHARGER, ENGINE FUEL INJECTORS, WATER PUMP, FUEL PUMP AND ECM COMPLETE LIST OF COVERED COMPONENTS IS LISTED UNDER SCHEDULE OF COVERED COMPONENTS. [] REFRIGERATION UNITS-THERMOKING AND CARRIER ONLY -Self-powered, climate control unit, utilized for the refrigeration storage compartment of the truck. Medium Duty Trucks Only. COVERAGE TERM MUST MATCH THE AVAILABLE TERM SELECTED IN SECTION II BUT CANNOT EXCEED 12 MONTHS/5,000 HOURS OR 24 MONTHS/10,000 HOURS, WHICHEVER OCCURS FIRST. [] AUXILIARY POWER UNIT (APU) MANUFACTURED BY THERMO KING AND CARRIER ONLY -Must Match whichever Major Component Options chosen up to 48 Months. [X] TOWING BENEFIT - SEE GENERAL PROVISIONS LETTER I.

WRAP [] I have selected one of the above coverage options and understand that the selected coverage begins upon expiration of the previous warranty coverage by the component manufacturer. (Does not apply to APU)

DEALER INFORMATION: DEALER NAME/BRANCH NEBRASKA PETERBILT PHONE 308-382-1044, STREET ADDRESS 8225 S US HWY 281, CITY GRAND ISLAND STATE NE ZIP 68801

LIENHOLDER INFORMATION: The Customer Authorizes the following Lender to:

- 1. Receive any refund for credit to my account in the event this Agreement is properly cancelled; or to
- 2. Cancel this Agreement in the event that I default on my obligation to such lender.

LIENHOLDER NAME PHONE, STREET ADDRESS, CITY, STATE, ZIP

ENTIRE AGREEMENT: This document, together with its addendums, contains the entire five (5) page Agreement between the Customer and the Authorized Administrator and is not and cannot be modified or altered in any respect without a written addendum or exception signed by the Customer and the Authorized Administrator. Written addendums or exceptions are only approved and drafted by the Authorized Administrator. The Customer signs this Agreement voluntarily and understands that this warranty is not required in order to obtain financing for the listed Vehicle. I have read and understand my rights and responsibilities as outlined in this five (5) page Agreement including the accompanying Summary of Customer Responsibilities. This warranty does not cover any claim that did not receive prior written authorization by the Authorized Administrator.

CUSTOMER SIGNATURE, CUSTOMER NAME (PLEASE PRINT CLEARLY), DATE, SALES PERSON SIGNATURE JERALD SINDT, SALES PERSON NAME (PLEASE PRINT CLEARLY) JERALD SINDT, SALES PERSON E-MAIL (PLEASE PRINT CLEARLY) jerald@nebraskapeterbilt.com, DATE 1/27/2020 5:23:35 PM EST

PREMIUM ZUPIT MECHANICAL BREAKDOWN LIMITED WARRANTY AGREEMENT**SCHEDULE OF COVERED COMPONENTS:**

ENGINE: Internally lubricated hard parts limited to pistons, piston rings, piston oil cooling jets, wrist pins, connecting rods, connecting rod bearings, crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arms shafts, rocker arms, pushrods, hydraulic lifters, intake and exhaust valves, intake and exhaust valve guides, valve springs, constant velocity valve, oil pump housing, oil pump gears, oil pump pick up screen, oil pump pick up tube, oil pump pressure relief springs, oil pump pressure relief valves, valve retainers, valve keepers (locks), timing chain and gears, timing chain tensioners, timing gear cover, valve cover, oil pan, oil cooler and housing. The following "non-oil" related components are covered: intake manifold, exhaust manifold, flywheel housing, vibration dampener, and thermostat housing. Cylinder liners are considered an integral part of the block. They along with the block and cylinder heads are covered only if damaged by a covered component. Damage resulting from failures by related components but not limited to: seals and gaskets, fasteners/retainers, radiators, cooler lines, Jake brakes, thermostat, motor mounts, and electronic control devices are not covered.

TRANSMISSION: Internally lubricated hard parts of the manual or automatic transmission including shaft(s), gear sets, shift forks, synchronizers, blockers, oil pump, valve body, torque converter, governor, bands, drums, gear sets, bearings, bushings and thrust washers. Required seals and gasket to complete covered repairs are also covered. The transmission case is covered only if damaged by a covered component. Damage resulting from the failures of related components but not limited to: seals and gaskets, electronic controls, fasteners/retainers, shift levers, linkage, radiators, mounts, external and internal oil coolers and lines, manual transmission clutch-disc, clutch-disc of an electronically controlled, non-hydraulically operated (has no torque converter) transmission, automatic transmission clutch packs, sliding clutch(es), pressure plate, throwout bearing, pilot bearing, hydraulic clutch master and slave cylinder(s) are not covered.

DIFFERENTIAL: Internally lubricated hard parts including carrier case, gear sets, bearings, bushings, axle shafts, limited slip clutch pack, and power divider including: shafts, gears, bearings, and shift fork. Required seals and gaskets to complete covered repairs are also covered. The differential housing is covered only if damaged by a covered component. Damage resulting from the failures of related components but not limited to: seals and gaskets, fasteners/retainers electronic controls, shift levers, linkage, radiators, mounts, external oil coolers and lines are not covered.

TURBOCHARGER(S): Turbochargers include: turbines, turbine shaft, bearings, internal variable vane assembly, and turbocharger housing. DD15 Axial Power Turbine is covered with no Progressive Damage. Does not include: wiring harnesses, wastegates, oil, fuel, or coolant lines; external fittings, clamps, bolts, or fasteners/retainers, charge air cooler and duct work, linkages, connectors, V Pod, actuators, seals & gaskets, vacuum controls or electrical components. Damage from contaminated fuel, incorrect or low lubricants, or coolant not covered.

ENGINE FUEL INJECTORS, WATER PUMP, FUEL PUMP & ECM: Engine Fuel Injectors include: complete injector, fuel pump, fuel injector hard lines, fuel injection pump. Water Pump includes: water manifold, housing, impeller, bearings, and seals. Electronic Control Module (ECM): The ECM unit and the labor to remove and replace it is covered. Coverage does not include: upgrades, design changes, alteration, or modification whether by OEM or aftermarket, wiring harness or any related electrical system or component malfunction, contamination, or corrosion; oil, fuel, or coolant lines; external fittings, clamps, bolts, or fasteners/retainers, charge air cooler and duct work, injector seals, cups or tubes, linkages, connectors, V Pod, actuators, seals & gaskets, vacuum controls or electrical components. Damage from contaminated fuel, incorrect or low lubricants, or coolant not covered. Fuel pump failure due to contamination is not covered.

AFTERTREATMENT ASSEMBLIES: DIESEL PARTICULATE FILTER (DPF): The DPF (filter only) and the labor to remove and replace it is covered. **EXHAUST GAS RECIRCULATION (EGR) VALVE(S):** The EGR Valve(s) (valve component only), EGR Cooler(s), (component only) and the labor to remove them and replace them is covered. Cooler lines and other related componentry is not covered. **DOC Doser Injector, SCR, DPF Doser Injector, DPF Dosing Module, DEF Dosing Injection Nozzle, DEF Tank, Diesel Oxidation Catalyst (DOC), Lambda Sensor (O₂ Sensor), NOx Sensor, Aftertreatment Control Module (Aftertreatment ECM) (DEF Dosing Module) (Specified Components only) and the labor to remove & replace the component is covered. Seals/gaskets, fasteners/retainers are not covered.**

APU ENGINE COMPONENTS: Engine Components: Internally lubricated hard parts limited to pistons, piston rings, piston oil cooling jets, wrist pins, connecting rods, connecting rod bearings, crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arm shafts, rocker arms, push rods, hydraulic lifters, intake and exhaust valves and guides, valve springs, constant velocity valve, oil pump housing, oil pump gears, oil pump pick up screen, oil pump pick up tube, oil pump pressure relief springs and valves, valve retainers, valve keepers (locks), timing chain and gears, timing chain tensioners, timing gear cover, valve cover, oil pan, injectors and water pump. Any Damage resulting from a seal leak or a blown head gasket is not covered.

GENERAL PROVISIONS**A. AGREEMENT PERIOD & COVERAGE LIMITATIONS**

The term of this Agreement is based upon the time or mileage for which it is issued according to Your choice in Section II, "Available Terms and Coverages". The term expires when its time or mileage limit is reached, whichever occurs first. This Agreement will terminate if You sell Your Vehicle prior to the warranty term expiration and is non-refundable to the Customer. Notwithstanding anything contrary in this Agreement, this Agreement provides coverage for Your Vehicle solely with respect to the specific options You selected in Section II, "Available Terms and Coverages" in each of the "Benchmark Options" and "Additional Options."

B. LIMITS OF LIABILITY

TRUCK CLASS 3-7 VEHICLES - Per Vehicle: Our limit of liability shall in no event exceed \$15,000 per Engine (Aggregate), \$6,000 per Transmission (Aggregate), \$6,000 per Differential(s) (Aggregate), \$7,500 Turbocharger(s) (Aggregate), \$5,000 per combined Engine Fuel Injectors, Water Pump, Fuel Pump & ECM (Aggregate), no Progressive Damage applies to Water Pump, Fuel Pump & ECM, a Water Pump failure is limited to removal and replacement of the water pump unit only; The ECM unit and the labor to remove and replace it is covered. A DPF Filter, Exhaust Gas Recirculation (EGR) Valve(s), EGR Cooler, DOC Doser Injector, SCR, DPF Doser Injector, DPF Dosing Module, DEF Dosing Injection Nozzle, DEF Tank, Diesel Oxidation Catalyst (DOC), Lambda Sensor (O₂ Sensor), NOx Sensor, Aftertreatment Control Module (Aftertreatment ECM) (DEF Dosing Module) is limited to the specified components listed and the labor to remove and replace, with one covered occurrence per Agreement Period: and shall not exceed \$7,000 (Aggregate). The Refrigeration Unit limit of liability shall in no event exceed \$4,000 (Aggregate) with one covered occurrence per Agreement Period. The Auxiliary Power Unit limit of liability shall in no event exceed \$4,000 (Aggregate) with one covered occurrence per Agreement Period. The Total Aggregate limit of liability for all covered claims shall not exceed \$20,000 or the Actual Cash Value (ACV) of Your Vehicle at time of latest covered Breakdown.*

TRUCK CLASS 8 VEHICLES - Per covered Vehicle: Our limit of liability shall in no event exceed \$20,000 per Engine (Aggregate), \$7,500 per Transmission (Aggregate), \$7,500 per Differential(s) (Aggregate), \$7,500 Turbocharger(s) (Aggregate), \$5,000 per combined Engine Fuel Injectors, Water Pump, Fuel Pump & ECM (Aggregate), no Progressive Damage applies to Water Pump, Fuel Pump & ECM, a Water Pump failure is limited to removal and replacement of the water pump unit only; The ECM unit and the labor to remove and replace it is covered. A DPF Filter, Exhaust Gas Recirculation (EGR) Valve(s), EGR Cooler, DOC Doser Injector, SCR, DPF Doser Injector, DPF Dosing Module, DEF Dosing Injection Nozzle, DEF Tank, Diesel Oxidation Catalyst (DOC), Lambda Sensor (O₂ Sensor), NOx Sensor, Aftertreatment Control Module (Aftertreatment ECM) (DEF Dosing Module) failure is limited to the specified components listed and the labor to remove and replace, with one covered occurrence per Agreement Period: and shall not exceed \$7,000 (Aggregate). The Refrigeration Unit limit of liability shall in no event exceed \$4,000 (Aggregate) with one covered occurrence per Agreement Period. The Auxiliary Power Unit limit of liability shall in no event exceed \$4,000 (Aggregate) with one covered occurrence per Agreement Period. The Total Aggregate limit of liability for all covered claims shall not exceed \$30,000 or the Actual Cash Value (ACV) of Your Vehicle at time of latest covered Breakdown.*

*The Actual Cash Value (ACV) will be determined via use of the NADA/ATD Used Truck Guide.

Final decisions regarding the initial cause of failure are determined by the Authorized Administrator. Replacement parts will be the same quality as the covered parts and may include new, remanufactured or used parts at Authorized Administrator's discretion. Once a part(s) is replaced, the failed part(s) then becomes the property of the Authorized Administrator as an exchange for the replacement part(s), including, if appropriate, the component core.

C. MAINTENANCE REQUIREMENTS

Unless required maintenance is performed according to these requirements, we have the right to deny coverage. Documented and verifiable proof that maintenance requirements were performed will be required prior to any written authorization for repairs. Maintenance Requirements begin on the Agreement Date and continue until all component coverages expire. **Your Vehicle Identification Number (VIN), the mileage, time of service and date of service must appear on these receipts.** You must have services completed by a licensed and qualified service facility. You must keep receipts and work orders that verify that the required maintenance is performed as follows:

- **Class 3 through Class 7** vehicles require the engine oil and filter to be replaced by a licensed and qualified service facility; OEM maintenance specs must be followed. Transmission and Differential fluids must be replaced at least twelve (12) months or 100,000 Miles (160,934 km) (whichever occurs first) from the Agreement Date in order to keep these coverages in effect.
- **Class 8** vehicles require the engine oil and filters to be replaced, by a licensed and qualified service facility; OEM maintenance specs must be followed. Transmission and Differential fluids must be replaced at least twelve (12) months or 100,000 Miles (160,934 km) (whichever occurs first) from the Agreement Date in order to keep these coverages in effect.
- **Diesel Particulate Filters (DPFs), Exhaust Gas Recirculation (EGR) Valves, Aftertreatment Assemblies, and Auxiliary Power Units (APUs)** must be maintained to OEM specifications in order to validate any claim for these components **YOU MUST KEEP RECEIPTS AND WORK ORDER THAT VERIFY THE SERVICES PERFORMED. HAND WRITTEN LOGS OR RECEIPTS THAT CANNOT BE VERIFIED BY THE SERVICE FACILITY ARE NOT ACCEPTABLE.**
- If Your Vehicle is to be fleet maintained, the Authorized Administrator must be notified and must approve the service facility prior to application submittal.

If the manufacturer or Repairer agrees to cover all or part of the Costs of a Breakdown, We are responsible only for any additional Costs. If You have a right to recover against another party for anything We have paid under this Agreement, Your rights shall become Our rights. We shall recover only the excess after You are fully compensated for Your loss by the other party.

E. THE STANDARD DEDUCTIBLE PER COVERED CLAIM IS \$100.00.

F. YOUR ASSISTANCE AND COOPERATION

If We request, You agree to assist Us to enforce Your rights against any manufacturer or Repairer who may be responsible to You for the Costs of repairs We provided.

G. ARBITRATION AND EXCLUSIVE FORUM FOR DISPUTE RESOLUTION

This Agreement shall be governed by and in accordance with the laws of the State of North Carolina without regard to the principles of conflict of laws. In the event of any kind of disagreement between You and Us concerning Your coverage under this Agreement or concerning the Costs of repairs, You must make a written demand to Us for arbitration. **You agree that arbitration is the sole method of dispute resolution under this Agreement.** Your written demand for arbitration must be done and received by Us within sixty (60) days of the day You filed Your claim. Each party will select one certified arbitrator. The two arbitrators will select a third arbitrator. Each of the parties will pay equally the total of the three (3) arbitrators selected. The in-person arbitration hearing will take place only and exclusively in Forsyth County, North Carolina unless both You and We agree in writing to a different hearing location. The rules utilized by the American Arbitration Association will apply. A majority decision from the three (3) arbitrators will be binding between You and Us. The determination and award of the arbitrators may be filed by the prevailing party in a court of competent jurisdiction and shall thereafter have the full force and effect of a judgment at law. The parties agree that any action, suit or proceeding arising out of or relative to this Agreement, not required to be submitted to arbitration, shall be instituted only in the state or federal courts located in Forsyth County, North Carolina.

H. HOW THIS AGREEMENT IS CANCELLED OR VOIDED - INCLUDING REFUNDS AND CHARGES

- This Agreement is between the registered owner of the Vehicle as described in Section I at time of the Agreement Date and the Authorized Administrator and cannot be transferred or assigned to the next owner of this Vehicle, lienholder or any other person or entity without the written consent of the Authorized Administrator.
- We may cancel this Agreement for non-payment of any charge when due, misrepresentation in obtaining this Agreement or for submission of a fraudulent claim.
- We may void this Agreement for failure to strictly conform to all terms and conditions as outlined herein. Failure to act as and when required will render this Agreement null and void as of the date any requirement was due and not performed. Once voided all rights and privileges afforded by this Agreement are forfeited including the validation of any claim and the right to any refund. In the event You elect to cancel this Agreement, no refund of the purchase price or portion thereof is available to You.
- The lienholder may cancel this Agreement for non-payment or as a result of documented and verifiable repossession or total loss of the Vehicle within sixty (60) days of the event that caused written request for cancellation. In case of cancellation by the lienholder, the lienholder will be named on the refund check. An odometer statement showing the Miles at the date of request will be required. If We are to supply a refund check to the lienholder as described herein, the refund check shall be in an amount equal to the pro rata portion (based upon the value of the remaining months or the remaining mileage, whichever is less) of the Agreement charge We received reflecting the remaining Agreement Period less a \$350.00 administration fee. **A refund is not available if any claim is pending or has been paid.**

I. TOWING

This is not a Roadside Assistance Plan; it is strictly for valid, warrantable and approved Premium 2000+ claims only. Reimbursement will be calculated to the nearest Original Equipment Manufacturer (OEM) dealer or ASE certified repair facility, whichever is closest to the Breakdown site. Prevailing hookup and/or towing rates will apply. It will not apply in "goodwill" situations. To the extent the Towing Benefit coverage is selected, there is a \$350.00 limit of liability per covered occurrence and a limit of three (3) occurrences per Agreement Period.

J. ALTERNATIVE FUEL AND OIL CHANGE EXTENSION SYSTEMS ACCEPTANCE

We recognize and approve of certain OEM and non-OEM add-on components and systems designed to reduce fuel consumption or are powered by fuels other than diesel fuel or gasoline and/or extend oil change intervals. Usage of these products does not void this Agreement as long as their use is approved, in writing, prior to execution of this Agreement. These alternative components and systems are not covered by this Agreement. An initial failure and resulting Progressive Damage of any kind traced to these add-on components must be addressed by alternative component manufacturer's Warranty. Damage to these alternative components as a result of a covered component failure will not be covered.

K. CURRENCY

Any and all references in this Agreement referring to money are expressed in US Dollars.

L. INSURANCE POLICY STATEMENT

This is not an insurance policy. This Agreement is secured by a contractual liability policy provided by Continental Casualty Company. The insurance company may be contacted at 333 S Wabash Ave, Chicago, IL 60604-4107, 1-800-831-4262. If, within sixty days, We have not paid a covered claim or You are otherwise dissatisfied, You may make a claim directly to the insurance company. Please enclose a copy of Your Agreement when sending correspondence to the insurance company.

YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN:

- a. Obtain written authorization from the Authorized Administrator prior to beginning any covered repairs.
- b. Use all means to protect Your Vehicle from further damage.
- c. If You experience a Breakdown, immediately call 1-888-883-2632 – 24 hours a day.
- d. You as the Customer must notify the Repairer that Your Vehicle carries a Premium 2000+ warranty at time of arrival to Repairer. The Repairer is required to contact the Authorized Administrator at 1-888-883-2632 immediately!
- e. Furnish the Authorized Administrator with all such information as We shall require and in all instances provide proof of Your Vehicle's regular maintenance as required in Section 'C' of this Agreement.
- f. Upon request by the Authorized Administrator, Customer must forward all required documentation within three (3) business days from the day of request. If Customer fails to provide any requested documents within this time period, the Authorized Administrator may deny Customer's claim.
- g. Upon report of Claim by Customer, Customer and/or Repairer must contact/follow-up with the Authorized Administrator within five business days. If neither Customer nor Repairer contacts the Authorized Administrator within this time period, the Authorized Administrator may deny Customer's claim.
- h. Allow the Authorized Administrator to examine Your Vehicle if We ask to do so.
- i. A claim must be filed within ten (10) days of component failure with the Authorized Administrator at 1-888-883-2632.
- j. Authorize the Repairer to perform necessary diagnostic work. You will be required to pay the costs of diagnostics if the Mechanical Breakdown is not covered by this Agreement. On approved claims a fair and reasonable diagnostic charge, unless otherwise stated, will be included as determined by Authorized Administrator.
- k. Claims are to be paid directly to the Repairer only, after repairs are completed.
- l. Customer service hours are 8:30 am to 5:00 pm (Eastern Time) Monday through Friday and We can be reached at 1-888-883-2632, claims assistance 24/7.

This Agreement applies only to Breakdowns occurring within the United States of America, its possessions and territories, and Canada.

WHAT THIS AGREEMENT DOES NOT COVER: This Agreement does not provide coverage for:

- a. Your Vehicle if it has ever had a salvage title.
- b. Costs covered by any other Warranty regardless of whether they honor such warranty or guarantee.
- c. Costs incurred to improve operating performance if the component(s) is within manufacturer's tolerance or specification. This includes, but is not limited to: (1) manufacturer's up-grades or design changes, (2) valve and ring repairs designed to improve engine compression, reduce oil consumption, or to remove sludge or carbon deposits, (3) improvements for diminished performance.
- d. Any failure regardless of cause, if any maintenance requirement was not performed as outlined in Section C, Maintenance Requirements.
- e. The following list of components are covered only if damaged by the failure of a covered component: head gaskets, other seals and gaskets, block, liners, housing(s) or cylinder head(s), oil leaks, harmonic balancer, engine tune-up, spark plugs, glow plugs, filters, lubricants, injector sleeves/cups, fluids, coolers, coolant, refrigerant, flywheel/flexplate, fasteners/retainers (example - nuts, bolts, clips, screws, snap rings), engine (Jake) brakes.

- t. A Breakdown caused by or contributed to by operating the Vehicle without proper levels or specification (type) fluids, lubricants, coolants or using improper or contaminated fluids.
 - g. A Breakdown caused by the failure of a non-covered part, or caused by corrosion, rust, dirt or dust. Any loss or Breakdown resulting from racing or other competitive driving, operator error, collision, fire, theft, vandalism, riot, war, lightning, earthquake, windstorm, hail, water, freezing, flood, salt, environmental damage or Acts of God.
 - h. Incidental or consequential loss or damage, loss of time, use, inconvenience, profits, wages, towing expense (except as explicitly provided herein), lodging, meals and storage resulting from a Breakdown.
 - i. Any liability or property damage, injury or death of any person, punitive or exemplary damage and/or attorney fees, arising out of the operation or use of Your Vehicle.
 - j. Your Vehicle if the odometer or ECM has been stopped, altered or misrepresents Your Vehicle's actual mileage. Factory ECM's/ECU's (Electronic Control Modules/Units) parameters, codes, warning systems and alarms cannot be altered and must be in working order at all times while this Agreement is in effect.
 - k. A pre-existing Breakdown or failure or an improper prior repair whether performed subsequent to purchase of Your Vehicle or prior to the sale date. These conditions may not have been known to the parties at time of Your Vehicle sale. A Breakdown caused by or involving modifications or alterations made to Your Vehicle that were not performed by the manufacturer or selling dealer. Examples include but are not limited to: emission control, exhaust system and engine modifications.
 - l. A Breakdown caused by abuse, misuse, negligence, spin-out, shock load, over-rev, towing, overloading or hauling that exceeds the manufacturer's recommendations for Your Vehicle.
 - m. Your Vehicle if used for rental, limousine service, law enforcement, emergency service, security service or snow plowing (without written authorization from the Authorized Administrator).
 - n. A Breakdown or the increased damage caused by the continued operation of an impaired Vehicle. If initial damage can be determined to be a covered component (s), an estimate of damages will be determined by the Authorized Administrator and any coverage, if provided, will be limited to those repairs.
 - o. OEM design issues or changes, Technical Service Bulletins, OEM recalls or OEM upgrades.
 - p. Refrigeration Units that are incompatible or improperly designed for the covered Vehicle.
 - q. A non-U.S. or Canada specification vehicle.
 - r. **Any claim that was not authorized in advance by Authorized Administrator.**
 - s. Shop materials, hazardous waste disposal charges, freight charges, miscellaneous charges, or EPA charges.
- WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED.**

KEY TERMS

"VEHICLE" means the covered vehicle described in Section I of the Agreement.

"YOU" and "YOUR" means the Customer shown in Section I of the Agreement.

"WE", "US", "OUR", "PREMIUM 2000+" AND "AUTHORIZED ADMINISTRATOR" means National Truck Protection Co., Inc d/b/a Premium 2000+ located at 190 Charlois Blvd. Suite 200B, Winston Salem, NC 27103; telephone number 1-888-883-2632.

"BREAKDOWN" OR "MECHANICAL BREAKDOWN" means the failure of any original or like replacement part covered by this Agreement to work as it was originally designed to work in normal service, providing that it has received customary maintenance as recommended by the manufacturer in the owner's manual. It does not mean the gradual reduction in operating performance due to normal wear and use when the component is within manufacturer's tolerance or specifications. A component will be deemed failed when wear exceeds manufacturer's tolerances.

"MILES" means the actual miles Your Vehicle has traveled as recorded by an unaltered odometer or Electronic Control Module (ECM).

"COSTS" means the usual and fair charges for parts and labor necessary to repair or replace the covered parts. These charges shall not exceed the manufacturer's suggested retail (list) price for parts and labor allowances derived from nationally recognized labor time at a maximum of **\$125.00 per hour** (subject to regional adjustment).

"DEDUCTIBLE" means the amount that You must pay for covered repairs per component as described in Section E of the General Provisions.

"WARRANTY" means any warranty of the manufacturer, state required dealer warranty or Repairer's guarantee.

"AGREEMENT DATE" means the date You purchased this Agreement and from which it started.

"AGREEMENT PERIOD" is from the Agreement Date until the Agreement expires or terminates.

"REPAIRER" means a franchised dealer or repair facility with Automotive Service Excellence (ASE) or manufacturer recognized certification that provides a written parts and labor guarantee for repairs to covered components of not less than 180 days or 6,000 miles (9,656 kilometers). Any repairs must receive written authorization in advance from the Authorized Administrator, prior to beginning repairs.

"PROGRESSIVE DAMAGE" refers to damage that results after, and is related to, the initial failure of a covered component. The initial failure must be to a component on the Schedule of Covered Components listed above for coverage to be considered.

"AGREEMENT" means this Premium 2000+ Mechanical Breakdown Limited Warranty Agreement that You have purchased to protect Your Vehicle. We will pay the Repairer for reasonable Costs to repair or replace any Breakdown of the components as listed in Schedule of Covered Components, less Your Deductible and in accordance with the provisions contained within this Agreement. We reserve the right to inspect Your Vehicle to evaluate covered repairs both before and after repairs are made.

"WRAP" allows for manufacturer's remaining coverage to expire before Our coverage begins. Manufacturer's coverage may expire by time or miles, in either case Our coverage begins at that moment and extends until expiration of Our coverage by time or Miles. You can only apply for coverage through the manufacturer while their coverage is in force. Denial of coverage by the manufacturer while their coverage is in force will result in denial of coverage by Us.

"OEM (Original Equipment Manufacturer)" means the company who manufactured a component and whose label, model number and serial number are on the piece of equipment.

"REFRIGERATION UNIT" means the self-powered, climate control unit, utilized for the refrigeration storage compartment of the truck (manufactured by Thermo King and Carrier only).

"AUXILIARY POWER UNIT (APU)" means the self-contained Auxiliary Power Unit - Engine only (manufactured by Thermo King and Carrier only).

"AGGREGATE" means the total of all occurrences for a particular, major component. "Total Aggregate" is the total of all occurrences for all covered, major, listed components.

This Agreement is between two commercial entities regarding a vehicle used for the purpose of carrying goods or fare paying passengers. This Agreement is a limited warranty and is regulated by state laws governing warranties.

YOU ARE REQUIRED TO OBTAIN WRITTEN AUTHORIZATION FROM US PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS AGREEMENT.



SUMMARY OF CUSTOMER RESPONSIBILITIES OR WAIVER OF ACCEPTANCE

(See the entire Mechanical Breakdown Limited Warranty Agreement for complete terms and conditions and Key Terms used)

White –Premium 2000+ Copy Yellow – Dealer Copy Pink – Warranty Owner Copy

Vehicle Information

Year 2015 Make PETERBILT Model 579

VIN# 1XPBD49X1FD263604

Odometer at Sale: 762936 ECM Mileage: 18.9

MAINTENANCE REQUIREMENTS: All required maintenance must be performed by a qualified, licensed service facility. You are not allowed to perform these services yourself. Keep all receipts and work orders as You will be required to provide them as documentation in the event of a claim.

- a) **Engine Fluid / Filter Services**
- b) **Class 8** requires the engine oil and filter to be replaced by a licensed and qualified service facility, OEM maintenance specs must be followed.
- c) **Transmission / Differential:** Transmission and Differential fluids must be replaced at least twelve months or 100,000 miles whichever occurs first (Class 3-8) from the Agreement Date in order to keep these coverages in effect. You must have services completed by a licensed and qualified service facility.
- d) **Diesel Particulate Filters (DPF'S), Exhaust Gas Recirculation (EGR) Valves, Aftertreatment Assemblies, and Auxilliary Power Units (APUs) must be serviced according to Original Equipment Manufacturer's (OEM) schedules.**
- e) **You must keep all service receipts and work orders.** These documents must include all Customer and Vehicle Information including mileage at time of service, date of service, and Vehicle Identification Number (VIN). They must be presented in the event of a claim. Hand written logs or receipts that cannot be verified by the Service Facility are not acceptable.

This Vehicle is part of Customer's Fleet (Fleet: Five or more trucks with service facility) and Customer has submitted a Registered Fleet Maintenance Addendum. NOTE: To receive a copy and approval of your Registered Fleet Maintenance Addendum, please contact Us at: 1-888-883-2632.

*IF YOU HAVE A BREAKDOWN:

1. Call Premium 2000+'s Claims Department at 1-888-883-2632 immediately— this phone number is monitored 24 hours a day/ 7 days a week.
2. Follow instructions given by the claims adjuster which includes to discontinue operation of the Vehicle immediately – your claim may be denied if You continue to operate the Vehicle once a claim call has been initiated. You will be reimbursed for Your towing expense if You acquired the Premium 2000+ Towing Benefit (in accordance with the benefits specified in the Agreement) and meet the associated qualifications of an approved claim.
3. Authorize your chosen Repairer to diagnose the Breakdown. If the claim is not validated by Our claims department, for whatever reason, You will be responsible for diagnostics and repairs.
4. You as the customer must notify the Repairer (of your choice) that Your Vehicle carries a Premium 2000+ warranty at time of arrival to the Repairer.
5. Claims are paid to the Repairer and only upon completion of authorized repairs. No Customer reimbursement will be made.
6. The Agreement does not cover any claim that did not receive prior written authorization by Premium 2000+.

THIS SIGNED FORM MUST BE SUBMITTED AS PART OF THE ORIGINAL AGREEMENT FOR AGREEMENT TO BE VALID!

JERALD SINDT

Seller Name (Please Print) _____

Purchaser Name (Please Print) _____

Digitally signed by:
Jerald Sindt

Seller Signature _____

Purchaser Signature _____

Date _____

I have explained the customer requirements and I have read and understood my rights responsibilities and answered all their questions. and responsibilities as outlined in the Agreement.

COVERAGE WAIVER I choose NOT to purchase the Mechanical Breakdown Limited Warranty Agreement offered for my vehicle. I understand that by not purchasing this coverage, I am NOT entitled to any of the benefits listed herein.

(For Waiver Only) Customer Signature _____

Dealer Authorized Representative Signature _____

(For Waiver Only) Customer Name (Please Print) _____

Dealer Authorized Representative (Please Print) _____

Date _____

Date _____