



DieHard Edge Maintenance Plans

REGISTRATION PAGE

AGREEMENT NUMBER

[Empty box for Agreement Number]

CUSTOMER INFORMATION

CUSTOMER'S NAME

CUSTOMER'S STREET ADDRESS				CITY	
STATE	ZIP CODE	CUSTOMER'S PHONE		CUSTOMER'S EMAIL ADDRESS	
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER (VIN)		
ODOMETER READING	AGREEMENT PURCHASE DATE	SALESPERSON NAME			
SELLER		ADDRESS			
CITY	STATE	ZIP CODE	PHONE NUMBER	FAX NUMBER	

PROGRAM INFORMATION

AGREEMENT TERM: _____ MONTHS _____ MILES

YOUR AGREEMENT EXPIRES ON _____ OR WHEN YOUR VEHICLE'S ODOMETER READS _____

MAINTENANCE PACKAGE

AGREEMENT

Purchaser acknowledges that the service and/or maintenance must be performed at Sears Auto Centers. If at the time of scheduled service interval, vehicle is not within 50 miles of a Sears Auto Center, Purchaser may take vehicle to any Authorized Service Center for certain services as detailed under COVERAGE TERMS. Failure of the customer to return for scheduled services within 30 days or 1,250 miles of scheduled service will result in forfeiture of the specific service and/or maintenance. Incidental or consequential damage or loss caused by breakdown of components (or otherwise) including property damage, personal injury, inconvenience, loss of vehicle use, and/or commercial loss and punitive damage is expressly excluded.

CUSTOMER SIGNATURE _____

AUTHORIZED SELLER'S REPRESENTATIVE _____ DATE _____

The definition of "We, Us and Our" used frequently throughout the Pre-Paid Vehicle Maintenance Agreement is defined as AMT Warranty Corp., P.O. Box 959, Bedford, TX 76095, (866) 652-1847. Please refer to the Pre-Paid Vehicle Maintenance Agreement for additional definitions.

Our obligations and the performance to You under this Agreement are guaranteed and insured by a policy issued by Wesco Insurance Company (a California approved Insurance Company), 59 Maiden Lane, 43rd Floor, New York, NY 10038, (877) 528-7878. If a covered service is not paid within sixty (60) days (except Arizona thirty (30) days) after proof of maintenance has been filed, You may file a claim directly with the Insurance Company. Please call (866) 505-4048 for instructions.

Florida residents, the Pre-Paid Vehicle Maintenance Agreement Obligor/Provider and Administrator is Warrantech Automotive of Florida, Inc., P.O. Box 959, Bedford, TX 76095, (800) 577-6624, LICENSE #60082.

Oklahoma residents, the Pre-Paid Vehicle Maintenance Agreement Obligor and Administrator is Warrantech Automotive of Florida, Inc, P.O. Box 959, Bedford, TX 76095, (800) 577-6624.

PRE-PAID VEHICLE MAINTENANCE AGREEMENT

DEFINITIONS

The following definitions apply to words frequently used in this Pre-Paid Vehicle Maintenance Agreement and appear in **Bold Faced Type**:

Agreement – Means this Pre-Paid Vehicle Maintenance Agreement which **You** have purchased from **Us**.

You, Your – Means the customer identified on the **Registration Page**.

We, Us, Our – Means the obligor of this Agreement, who is AMT Warranty Corp., P.O. Box 1009, Bedford, TX 76095, California License #0794784.

Administrator – Means AMT Warranty Corp., P.O. Box 1009, Bedford, TX 76095, (888) 241-1953.

Registration Page – Means Page 1 of this Agreement that identifies information about **You**, the **Seller**, the **Agreement Term** and the covered **Vehicle**.

Seller – Means the authorized participating Sears Auto Center from whom **You** purchased this Agreement.

Authorized Service Center – Means a service center other than a Sears Auto Center authorized by the **Administrator**.

Maintenance Package – Means the list of services purchased by **You** for **Your Vehicle** as stated in this Agreement and as shown on the **Registration Page**.

Vehicle – Means the **Vehicle** described on the **Registration Page**.

COVERAGE TERMS

THIS PRE-PAID VEHICLE MAINTENANCE AGREEMENT IS BETWEEN YOU AND US. ALL AGREEMENT SERVICES WILL BE PERFORMED BY SEARS AUTO CENTERS OR AUTHORIZED SERVICE CENTERS AS DESCRIBED HEREIN. THIS AGREEMENT IS NOT AN INSURANCE POLICY, NOR SHOULD ANYTHING WITHIN THIS AGREEMENT BE CONSTRUED AS AN AGREEMENT TO PROVIDE INSURANCE.

Your Vehicle may require additional services that are not provided under this Agreement. Please refer to **Your Vehicle's** owner's manual for recommended services and intervals.

1. This Agreement is valid only for the **Vehicle** identified on the **Registration Page**.
2. Parts, oil, fluids and lubricants used shall not deviate from quality types or quantities used by the manufacturer when the **Vehicle** was delivered new.
3. Tires will be replaced if the tread depth is less than 7/32 of an inch at the time of service or the tire becomes unserviceable. Unserviceable means that the tire has been damaged, to the extent that it is unsafe. **You** are responsible for the costs of repairs when the **Vehicle** tire is repairable.
4. The **Vehicle** battery will be replaced if the battery tests bad or fails to hold a charge.
5. The services provided in the **Maintenance Package** under this Agreement are available only at Sears Auto Centers or an **Authorized Service Center**, if at the time of scheduled service interval, the **Vehicle** is not within fifty (50) miles of a Sears Auto Center. Should a scheduled service occur at an **Authorized Service Center**, **You** must call the **Administrator's** office within five (5) business days from the date of service, to be reimbursed for the service subject to the terms and conditions contained herein.
6. Services performed by an **Authorized Service Center** shall be limited to and shall have a maximum reimbursement limit of liability as set forth in the table below.

SERVICE	REIMBURSEMENT LIMIT
OIL & FILTER CHANGE	
CONVENTIONAL OIL	\$25.00
SYNTHETIC/SYNTHETIC BLEND OIL	\$45.00
TIRE ROTATION	\$15.00
CABIN AIR FILTER	\$15.00
ENGINE AIR FILTER	\$15.00

SERVICES SCHEDULE AND COVERAGES

SERVICES	BASIC PPM COVERAGE	PREMIUM PPM COVERAGE	ELITE PPM COVERAGE
OIL & FILTER CHANGE	EVERY 4 MO/5,000 MI UP TO 9 PER CONTRACT	EVERY 4 MO/5,000 MI UP TO 9 PER CONTRACT	EVERY 4 MO/5,000 MI UP TO 9 PER CONTRACT
TIRE ROTATION	EVERY 4 MO/5,000 MI UP TO 9 PER CONTRACT	EVERY 4 MO/5,000 MI UP TO 9 PER CONTRACT	EVERY 4 MO/5,000 MI UP TO 9 PER CONTRACT
CABIN AIR FILTER	EVERY 12 MO/15,000 MI UP TO 3 PER CONTRACT	EVERY 12 MO/15,000 MI UP TO 3 PER CONTRACT	EVERY 12 MO/15,000 MI UP TO 3 PER CONTRACT
ENGINE AIR FILTER	EVERY 12 MO/15,000 MI UP TO 3 PER CONTRACT	EVERY 12 MO/15,000 MI UP TO 3 PER CONTRACT	EVERY 12 MO/15,000 MI UP TO 3 PER CONTRACT
PERFORMANCE SNAPSHOT	EVERY VISIT	EVERY VISIT	EVERY VISIT
BRAKE EVALUATION	ONCE PER CONTRACT	ONCE PER CONTRACT	ONCE PER CONTRACT
BATTERY REPLACEMENT	N/A	ONCE PER CONTRACT	ONCE PER CONTRACT
STEERING & SUSPENSION EVALUATION	N/A	EVERY 12 MO/15,000 MI UP TO 3 PER CONTRACT	EVERY 12 MO/15,000 MI UP TO 3 PER CONTRACT
ALIGNMENT	N/A	ONCE PER CONTRACT	ONCE PER CONTRACT
BRAKE REPLACEMENT (PADS/SHOES/LABOR)	N/A	EVERY 18 MO/22,500 MI UP TO 2 PER CONTRACT	EVERY 18 MO/22,500 MI UP TO 2 PER CONTRACT
*TIRE REPLACEMENT	N/A	N/A	UP TO 4 TIRES PER CONTRACT

***TIRE REPLACEMENT:** REPLACEMENT TIRES WILL FEATURE DIEHARD BRAND, EXCEPT AS REQUIRED BY VEHICLE SPECIFICATION AT THE ADMINISTRATOR'S SOLE DISCRETION, AND SHALL MEET OR EXCEED MANUFACTURER'S REQUIREMENTS.

TERM OF PROGRAM

This **Agreement** begins on the **Agreement** Purchase Date and Odometer Mileage at **Agreement** Purchase Date. Expiration is measured in time from the **Agreement** Purchase Date and expiration mileage is derived by adding term miles as shown on the **Registration Page** to the Odometer Mileage at **Agreement** Purchase Date.

SELLER STATUS

In the event that the **Seller** goes out of business or is unable to perform the services purchased, the **Administrator** will make every attempt to find an alternate service facility to perform **Your** services. Please contact **Administrator** before any service is obtained for assistance in locating an alternate location or for any questions regarding your **Seller** status. Failure to contact the **Administrator** before service is obtained may result in denial of reimbursement of maintenance. If the **Administrator** is unable to locate such a facility then **We** will reimburse **You**, the customer, reasonable and customary charges for services once proof of service has been received. Proof of service must be in the form of a receipt from a licensed service facility.

CANCELLATION OF YOUR AGREEMENT

1. **You** may cancel this **Agreement** at any time, including when a loss of the **Vehicle** occurs. **You** may initiate cancellation by calling the **Administrator**. In order to obtain cancellation refund, **You** must submit a written request to the **Administrator**. If **You** cancel this **Agreement**, it will not be reinstated. This **Agreement** can only be cancelled by the original **Agreement** Holder.
2. **We** may cancel this **Agreement** for non-payment of the **Agreement** cost, or for misrepresentation in the submission of a maintenance service redemption. **We** may cancel this **Agreement** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer.
3. If this **Agreement** is cancelled within the first sixty (60) days and no maintenance services have been redeemed, **We** will refund the entire **Agreement** cost paid. If this **Agreement** is cancelled after the first sixty (60) days or any maintenance services have been redeemed, **We** will refund an amount of the **Agreement** cost according to the pro-rata method reflecting the days in force, less a fifty dollar (\$50.00) administrative fee and less any maintenance services redeemed.

EXCLUSIONS

This **Agreement** will only cover those services listed under the **Maintenance Package** section based on the level selected that is indicated on the **Registration Page** of this **Agreement**. This **Agreement** does not cover any other maintenance items or services, nor will this **Agreement** pay for:

1. **Scheduled maintenance services performed by anyone other than the Seller or Authorized Service Center.**
2. **Any item not specifically listed on this Agreement for the Maintenance Package purchased as identified on the Registration Page.**
3. **Any mechanical breakdowns, repairs, adjustments, improvements or upgrades of any kind.**
4. **Repairable tires. Tires are not eligible for Tire Replacement coverage under this Agreement when they are repairable.**
5. **Tire or Battery Replacement when there is any existing warranty from the manufacturer or any other underlying warranties.**
6. **Any costs You may incur for consequential or secondary damages; personal expenses; any parts, items, labor or fluids not listed.**
7. **Liability for damage to property or injury to, or death of any person arising out of the operation, maintenance, shipment, storage or use of the Vehicle whether or not related to the scheduled maintenance services or coverages.**

LIMITS OF LIABILITY

The limit of **Our** liabilities is the services to which **You** would be entitled as listed herein and is the only remedy available to **You**. Services and related parts must be provided in accordance with the original manufacturer specifications.

ARBITRATION PROVISIONS

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this provision, "**You**" and "**Your**" means the person or persons named in this **Agreement**, and all of his/her heirs, survivors, assigns and representatives. And, "**We**" and "**Us**" shall mean the Obligor identified on the **Registration Page** and shall be deemed to include all of its agents, affiliates, predecessors in interest, successors and assigns, and any retailer or distributor of its products, and all of the **Sellers**, licensees and employees of any of the foregoing entities.

Please read this arbitration provision ("provision") carefully. It affects Your rights.

Most customer concerns can be quickly and satisfactorily resolved by calling AMT Warranty Corp. at (888) 241-1953. **In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed seventy-five thousand dollars (\$75,000), We will pay all costs of arbitration.** Moreover, in arbitration **You** are entitled to recover attorneys' fees to at least the same extent as **You** would in court. In addition, under certain circumstances (explained below), **We** will pay **You** more than the amount of the arbitrator's award and will pay **Your** attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards **You** an amount that is greater than what **We** have offered **You** to settle the dispute.

- (1) **We** and **You** agree to arbitrate all disputes and claims that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior contract (including, but not limited to, claims relating to marketing);
- claims that are currently the subject of purported class action litigation in which **You** are not a member of a certified class; and
- claims that may arise after the termination of this **Agreement**.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude **You** from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against **Us** on **Your** behalf. **You** agree that, by entering into this **Agreement**, **You** and **We** are each waiving the right to a trial by jury or to participate in a class action. This **Agreement** evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the **Agreement**.

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to **Us** should be addressed to: Legal Depart., AMT Warranty Corp., P.O. Box 1009, Bedford, TX 76095 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If **We** and **You** do not reach an agreement to resolve the claim within 30 days after Notice is received, **You** or **We** may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by **Us** or **You** shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which **You** or **We** is entitled. **You** may contact us to obtain a form to initiate arbitration.
- (3) After **We** receive notice at the Notice Address that **You** have commenced arbitration, **We** will promptly reimburse **You** for **Your** payment of the filing fee, unless **Your** claim is for greater than seventy-five thousand dollars (\$75,000). The arbitration will be governed by the Commercial Arbitration Rules and the

Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.

The arbitrator is bound by the terms of this **Agreement**. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless **We** and **You** agree otherwise, any arbitration hearings will take place in the county of **Your** billing address. If **Your** claim is for ten thousand dollars (\$10,000) or less, **We** agree that **You** may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If **Your** claim exceeds ten thousand dollars (\$10,000), the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, **We** will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of **Your** claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, **You** agree to reimburse **Us** for all monies previously disbursed by **Us** that are otherwise **Your** obligation under the AAA Rules. In addition, if **You** initiate an arbitration in which you seek more than seventy-five thousand dollars (\$75,000) in damages, payment of these fees will be governed by the AAA rules.

- (4) If, after finding in **Your** favor in any respect on the merits of **Your** claim, the arbitrator issues **You** an award that is greater than the value of the last written settlement offer made by **Us** before an arbitrator was selected, **We** will:
- pay **You** the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - pay **Your** attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that **Your** attorney reasonably accrues for investigating, preparing, and pursuing **Your** claim in arbitration ("the attorney premium").
- If **We** did not make a written offer to settle the dispute before an arbitrator was selected, **You** and **Your** attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards **You** any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.
- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses **You** may have under applicable law. Thus, if **You** would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding **You** that amount. However, **You** may not recover duplicative awards of attorneys' fees or costs. Although under some laws **We** may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, **We** agree that **We** will not seek such an award.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both **You** and **We** agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.
- (7) Notwithstanding any provision in this **Agreement** to the contrary, **We** agree that if **We** make any future change to this provision (other than a change to the Notice Address) during **Your Agreement**, **You** may reject any such change by sending **Us** written notice within thirty (30) days of the change to the Arbitration Notice Address provided above. By rejecting any such change, **You** are agreeing that **You** will arbitrate any dispute between us in accordance with the language of this provision.

SPECIAL STATE REQUIREMENTS/DISCLOSURES

The following Special State Requirements and/or Disclosures apply if this Contract was purchased in one of the following states/territories and supersede any other provision herein.

CALIFORNIA

This **Agreement** is not valid for sale in the state of California.

MISSISSIPPI

The Arbitration Provision section of this **Agreement** is stricken in its entirety.

PUERTO RICO

This **Agreement** is not valid for sale in the territory of Puerto Rico.