

Auto Rescue / Bimmer Rescue LIMITED LIFETIME WARRANTY

WARRANTY PROVIDER:

Auto Rescue / Bimmer Rescue

Subject to our [terms and conditions](#)¹, we provide each customer a limited lifetime warranty that warrants that the repairs and services performed by us at our facilities will be free from defects in materials and workmanship for the entirety of the time you own your vehicle for unlimited miles. An overview of the warranty includes:

- If there is a failure or defect in the repairs and/or services performed by us, we will repair and/or replace, at our discretion, the affected warranted part(s) at no cost to you.
- You must bring the warranted vehicle (or have the vehicle towed to) one of our facility locations in order to have work performed under this warranty.
- We will not warrant or pay for defects or failures to systems and/or parts other than those repaired, serviced, or installed by us, regardless of the reason for the defect or damage to those parts.
- You must perform all manufacturer required and/or recommended maintenance and not have other service or repair facilities perform services or repairs to the parts we repaired, serviced, or installed, otherwise you will void your warranty and we will not be responsible for repairs or replacement of those parts and/or systems.

Auto Rescue / Bimmer Rescue
LIMITED LIFETIME WARRANTY
TERMS AND CONDITIONS

KEY TERMS:

*Covered Vehicle or Vehicle – means the vehicle on which we performed repair, service, or installation work (confirmed by matching the vehicle identification number or otherwise)

*Plan, Contract – means this “Auto Rescue / Bimmer Rescue LIMITED LIFETIME WARRANTY” Contract

*We, us, our, and/or Independent Repair Facility – means the Warranty Provider, Auto Rescue / Bimmer Rescue LLC d/b/a Auto Rescue / Bimmer Rescue², the entity obligated to perform the obligations of this contract.

*You, your – means the customer receiving this warranty by having service performed by US.

TECHNET WARRANTY – refers to the TECHNET PROFESSIONAL 36 MONTH / 36,000 MILE NATIONWIDE LIMITED REPAIR WARRANTY,

which definitions, terms and conditions are incorporated herein by reference as though set forth in full herein, except to the extent those terms are contradicted, changed, or supplemented as set forth specifically herein. The terms and conditions of this Warranty will control as to any conflict between the terms of this Warranty and those of the TECHNET PROFESSIONAL 36 MONTH / 36,000 MILE NATIONWIDE LIMITED REPAIR WARRANTY.

WARRANTY: We warrant that the repairs and services performed by us at our location will be free from defects in materials and workmanship for the entirety of the time you own your vehicle and is not limited by the number of miles or by time, except as to the duration of your ownership of the vehicle serviced by us (the “Warranty Period”). This Warranty is not insurance and is not part of the manufacturer’s warranty. We are responsible (liable) solely for fulfillment of the provisions of this Warranty, subject to the terms and conditions outlined in this Warranty.

Obligations of the Warranty Provider under this Warranty

are backed by the full faith and credit of us, the Warranty Provider.

None of our employees, agents, or representatives has the authority to modify or change any provision of this Warranty. The express provisions of this Warranty outline the sole benefits which we are obligated to provide; no

² All Rights Reserved. "Auto Rescue / Bimmer Rescue" is a registered trademark of Auto Rescue / Bimmer Rescue LLC.

other coverage is implied hereunder, and no coverage can be implied due to an oral or written misrepresentation, error, or omission.

IMPORTANT! THE MAXIMUM BENEFIT AMOUNT SHOULD A COVERED COMPONENT OF THE VEHICLE FAIL WILL BE THE TOTAL COST TO REPAIR OR REPLACE THE COVERED COMPONENT OR THE CASH VALUE OF THE VEHICLE, WHICHEVER IS LESS. The cash value of the Vehicle will be determined at the time of the covered repair and will be the average retail value as listed in the current NADA Used Car Pricing Guide. If at any time the repair costs for covered component(s) exceed the Vehicle's cash value, your final Plan benefit will be our payment of the Vehicle's cash value rather than the repair costs. Plan coverage and benefits will terminate automatically and immediately pursuant to this provision and we will have no further obligations of any kind in respect to the terminated Plan.

This issuance of this Warranty, unless otherwise

prohibited by law, shall not be deemed as a waiver of our right, or considered a restriction of our right to refuse to pay for service and/or to cancel this Warranty should it subsequently be discovered that the Vehicle for which this Warranty was issued was not eligible for Plan coverage.

NOTE: While your Vehicle is covered by this Warranty, your Vehicle also may be covered by the manufacturer's warranty. For manufacturer's warranty coverage details, please refer to your warranty information booklet. **THIS WARRANTY DOES NOT COVER ANY REPAIRS OR SERVICES WHICH ARE COVERED BY THE MANUFACTURER'S WARRANTY AND/OR THE TECHNET WARRANTY.**

OBTAINING WARRANTY SERVICE: To obtain service under this Warranty, you should return to one of our facilities and present this document and proof of our past repair and/or service to your Vehicle. In the event you cannot return the Vehicle to Us for Warranty service, we will not be responsible for providing repair and/or services under this Warranty. We will not be responsible for costs of towing and/or delivery of your Vehicle to our locations.

IMPORTANT! SERVICE OBTAINED FROM A PERSON OTHER THAN THE WARRANTY PROVIDER ON ANY VEHICLE COMPONENTS COVERED BY THIS WARRANTY IS NOT REIMBURSABLE UNDER THIS WARRANTY. OTHER PROVIDERS AND DEALERS CANNOT AUTHORIZE REPAIRS UNDER THIS WARRANTY

AND WORK BY THOSE PERSONS ON THE VEHICLE WILL VOID YOUR WARRANTY.

PARTS: Authorized repairs will be made using new and/or remanufactured parts in the discretion of Warranty Provider, so long as all parts used by Warranty Provider comply with all safety and manufacturer requirements.

ELIGIBLE VEHICLES: The eligible Vehicle is your vehicle on which we performed repairs, replacement, and/or other automotive services and for which this Warranty is issued unless your vehicle is of the type and/or use listed below under **VEHICLES NOT ELIGIBLE**.

VEHICLES NOT ELIGIBLE: The following are not eligible for this Warranty: Vehicles registered outside of the United States; motor homes; taxis (including vehicles used to transport passengers in return for payment, i.e. Uber, Lyft); vehicles converted from two to four-wheel drive; vehicles altered or converted from the original manufacturer's specifications; vehicles subject to severe off-road use; vehicles not used in accordance with manufacturer's specifications for payload and/or towing

capacity; vehicles with a gross weight (G.V.W.) of over 14,000 pounds; vehicles equipped with NorthStar engines; vehicles where the manufacturer warranty has been voided; vehicles designated as 'salvage', 'junk', 'rebuilt', or words of similar impact; vehicles registered to any government/federal/state/local agency; vehicles registered to a business; limousines; emergency vehicles (ambulance, fire, police pursuit; police patrol); vehicles used for security patrol; vehicles used for postal service; vehicles used for tow service (i.e. tow truck); hybrid or electric vehicles, including vehicles that operate on other than gasoline fuel systems (i.e. biodiesel, natural gas); vehicles with engines greater than 8 cylinders; exotic vehicles such as Ferrari, Lamborghini, Bugatti, McLaren, Maserati, Lotus, Aston Martin, Audi R8; executive luxury cars such as Bentley, Rolls Royce, Maybach; and vehicles used for commercial use.

*Commercial use includes but not limited to: delivery, service, or repair work; landscaping and grounds maintenance; shuttle services; snow removal.

WHEN PLAN COVERAGE STARTS AND ENDS: Plan coverage begins on the date we provide repairs

Version 052024

and/or services to Your Vehicle, but only upon expiration of and/or inapplicability of the manufacturer's warranty and/or the TECHNET warranty.

This Warranty offers mechanical coverage as outlined herein to you, the named Customer(s) only, for the lifetime of your ownership of the Vehicle. This Warranty ends upon the earlier of (a) your death, (b) repair and/or service of a covered component by a person or entity other than us, (c) vehicle collision which caused or was reasonably likely to have caused damage to covered components, (c) total vehicle loss or change in title to salvage, junk, etc., (d) flood damage to the vehicle, and/or (e) the transfer or sale of the Vehicle (even if the transfer occurs by operation of law, such as to a lienholder, family member through succession, or successor business).

CHARGES: Repairs not covered by this Warranty are your responsibility. When state and/or local taxes are imposed upon the cost of repairs, you agree to pay state and/or local taxes associated therewith.

COVERAGE UNDER THIS WARRANTY: WHAT IS COVERED? This Warranty will pay the total cost (parts and labor) to correct any of the mechanical and/or workmanship/installation defects and/or failures to only those parts or components that were repaired, serviced, or installed by us at one of our facilities or locations.

COMPONENTS COVERED BY THIS WARRANTY INCLUDE THE COMPONENTS COVERED UNDER THE TECHNET WARRANTY LISTED UNDER

“WHAT IS COVERED BY THE WARRANTY” AND WHICH WERE REPAIRED, INSTALLED, OR SERVICED BY THE WARRANTY PROVIDER.

COMPONENTS NOT COVERED BY THIS WARRANTY INCLUDE THOSE IDENTIFIED IN THE TECHNET WARRANTY UNDER “WHAT IS NOT COVERED BY THIS WARRANTY” AND “AUTOMOTIVE REPAIRS EXCLUDED FROM WARRANTY.”

NOTE: AFTER-MARKET PERFORMANCE PARTS NOT INSTALLED BY WARRANTY PROVIDER ARE NOT COVERED AT ANY TIME

DIAGNOSTIC CHARGES: You may be asked to authorize disassembly and/or diagnostics at the time your Vehicle repair order is written. Your Plan covers disassembly and/or diagnostic charges IF the cause of failure is a covered component under the terms of this Warranty. If the repair is not covered by this Warranty, you will be responsible for paying the disassembly and/or diagnostic charges and non-covered repairs.

YOUR ADDITIONAL RESPONSIBILITIES: It is your responsibility to properly operate, care for and maintain the Vehicle as prescribed in the owner's manual supplied by the manufacturer. If you fail to properly operate, care for, and maintain the Vehicle as prescribed in the owner's manual supplied by the manufacturer, we may deny your claim under this Warranty. You should retain all maintenance records and receipts to avoid any

Version 052024

misunderstanding as to whether or not the maintenance services were performed as required.

We reserve the right to inspect the Vehicle, investigate circumstances relating to the requested repairs in any manner, or demand proof of maintenance BEFORE repairs may begin or are authorized.

THIS WARRANTY WILL NOT COVER, OR APPLY TO LOSS/EXPENSE RESULTING FROM:

- Repairs or replacement of any component covered by the Vehicle manufacturer's warranties, Certified Warranty, part manufacturer warranties, and/or recall policies; roadside assistance, loaner vehicles, or other services which are eligible to be covered by the Vehicle's manufacturer warranty or marketing programs;

- Repairs required as a result from a manufacturing defect (such as a design defect), components that are subject to normal wear, or failure to properly maintain the Vehicle;

- Repair or replacement of any covered component when it has been determined that the condition existed prior to issuance of this Warranty;

- Plan benefits where the Vehicle odometer has been stopped or altered and/or the Vehicle's actual mileage cannot be readily determined;

- Brake pads, shoes, rotors and drums are not covered at any time (regardless of cause of failure);

- Battery and cables; any battery for a component; spark plugs and wires; lights (bulb, sealed beams, lenses); suspension alignment; wheel balancing; wiper blades; catalytic converter, particulate filter and any other exhaust system components; heat shields and exhaust hangers; throttle body cleaning; evaporator deodorizing; carbon cleaning;

- High voltage battery is not covered at any time (regardless of cause of failure);

- Repairs due to any alterations or modifications to the Vehicle not approved or recommended by the manufacturer, including but not limited to: (a) failure of any custom or add-on / aftermarket part (unless listed as a specific covered part); (b) emissions and/or exhaust systems modifications; engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance

modifications; (c) oversized/undersized tires; (d) all frame or suspension modifications;

- Repairs to covered components that are the direct result of the failure of alterations or modifications not recommended by the manufacturer and which were not performed by Warranty Provider;

- Lift kits that exceed two (2) inches; repairs to covered components that are the direct result of the failure of a lift kit that exceeds two (2) inches;

- Plan benefits necessary as a result of (a) failure to properly care for or maintain the Vehicle; (b) fire, accident, abuse, vandalism, negligence, Acts of Terrorism or Act of God including but not limited to the Vehicle rendered inoperable due to snow, ice or flood; (c) failure to properly operate the Vehicle; (d) Vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the Vehicle or failure to adhere to the requirements for vehicles used to pull a trailer as outlined in the owner manual supplied by the manufacturer; (f) tampering with the emission system or with any parts that could affect that system; (g) use of dirty fluids, or fuels, refrigerants, or other fluids which are not recommended by the manufacturer; (h) failure due to fluid contamination or sludge; (i) modifications not approved or recommended by the manufacturer; (j) overloading rated payload capacity of the Vehicle; (k) damage incurred by off-road usage;

- Bodily injury or property damage arising or allegedly arising out of a defect in the design, manufacture, materials or workmanship of a covered component;

- Any fines, fees or taxes which are associated with impound towing as a result of actual or alleged violation of any laws or regulations;

- Plan benefits to Vehicles registered and/or operated outside of the continental United States;

- Exterior -tires; trim; name plates; appliques; body sheet metal; glass; plastic lenses; paint; bright metal; bumpers; side-view mirrors (glass/ housing); wheel covers; steel wheels; aluminum wheels; rusted or frozen rims; weather strips; rust; water leaks; restricted drain tubes; wind noises; all outer body panels; spoilers; plastic and fiberglass body parts; vinyl tops; convertible top fabric; repairs or damage caused by environmental factors such as acid rain, tree sap, salt or ocean spray;

- Interior -trim; carpet; upholstery; dash pad; door and window handles; knobs; buttons; moldings; arm rests and head liner; cargo cover; cosmetic appearance; torn/worn/soiled;

- Fasteners, bolts and attaching hardware that does not attach a covered component to another covered component;

- Repairs to a covered component where the component has been restricted by the manufacturer; repairs that are the direct result of the failure of a component that has been restricted by the manufacturer;

- Repairs caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than 10% ethanol (if the engine was not manufactured for this mixture);

- Plan service obtained from other than a Dealer unless authorization is first received from us. The Vehicle must, subject to advance written approval as outlined above, return to the Warranty Provider location where this Warranty was issued to you for Plan covered repairs;

- Repairs required as a result of use of parts that do not meet the manufacturer's and/or safety requirements and which were not installed by Warranty Provider;

- Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed someone other than Warranty Provider, or any outside installation of "salvage or junk" components in conjunction with an insurance or damage claim. All part installations to satisfy such claims must be with new or factory authorized remanufactured components and parts;

Version 052024

- Mechanical -manual clutch assembly; clutch disc, pressure plate, clutch release bearing and pilot bearing (manual transmission); damage to flywheel as a result of a clutch failure; repairs to snow plows, winches and trailer hitches regardless of their installation;

- Cost or expenses for teardown, inspection or diagnosis of failures not covered by this Warranty;

- Repairs to any Vehicle where the title has become branded or the Vehicle has become restricted by the manufacturer after issuance of this Warranty;

- Maintenance services specified in the owner's manual and the parts used in connection with such services;

- Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by an authorized Dealer;

- Repairs or replacement to components covered by the Hybrid System Limited Warranty (refer to Warranty booklet for details);

- Hybrid components: hybrid charging system; hybrid electric cooling system; hybrid power inverter

system;

- Portable Units including but not limited to - headphones; I-Pods; GPS units; DVD players; laptop computers; cellular phones; any hand-held device; Navigation DVD;

- Repair or replacement of Performance parts, Performance enhancing parts; repairs to covered components that are the direct result of failure of a performance part;

- Any economic loss of any kind, including but not limited to rental car expenses, consequential damages, incidental damages, or other losses that relate in any manner to your use or loss of use of the Covered Vehicle.

GOVERNING LAW: Except where prohibited by law, this contract will be governed by the laws of the State of Virginia.

TRANSFER POLICY: This Warranty is not transferable to subsequent owners or lessees of the Vehicle, even if they are within the same family or business.

OTHER IMPORTANT INFORMATION:

Important Obligations and How State Law Applies: Our obligation to repair or replace any part covered by this Warranty is the sole and exclusive remedy available to you and such obligation is in lieu of all other express warranties and any implied warranties, including warranties of merchantability, fitness for a particular purpose, or otherwise. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. In addition, we will not be liable or responsible for any incidental, consequential, commercial or exemplary losses or damages resulting from (a) breach of this Warranty, (b) Any implied warranty or (c) failure of any part of the Vehicle. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

WARRANTY ADMINISTRATOR:

Auto Rescue / Bimmer Rescue LLC