

LIFETIME LIMITED WARRANTY- HV BATTERY

PART NAME	PART NUMBER	PURCHASE DATE	COVERAGE EFFECTIVE DATE	WARRANTY NUMBER
				LLPW
CUSTOMER / OWNER INFORMATION				
OWNER LAST NAME		OWNER FIRST NAME		PHONE
CO-OWNER LAST NAME (IF APPLICABLE)		CO-OWNER FIRST NAME (IF APPLICABLE)		PHONE
ADDRESS				
CITY		STATE	ZIP CODE	EMAIL ADDRESS
ISSUING LOCATION INFORMATION				
ISSUING LOCATION ID #		ISSUING LOCATION NAME		SELLING ASSOCIATE NAME
ADDRESS		CITY	STATE	ZIP CODE
VEHICLE INFORMATION				
VEHICLE MILEAGE AT TIME OF BATTERY PURCHASE		YEAR	MAKE	MODEL
VIN (Required)			DEDUCTIBLE: \$0.00	
IMPORTANT LIFETIME LIMITED WARRANTY INFORMATION FOR ABOVE LISTED HV BATTERY				
<p>TERM: LIFETIME. Coverage under this LIMITED WARRANTY begins upon replacement of your HV BATTERY. This coverage is ongoing for as long as YOU continuously own this SAME VEHICLE. This LIMITED WARRANTY only applies to the Customer & Vehicle listed on this agreement. This LIMITED WARRANTY is NOT TRANSFERABLE to a subsequent owner or vehicle.</p> <p>CLAIM AUTHORIZATION: YOU must obtain prior approval from the ADMINISTRATOR before COVERED HV BATTERY replacement is performed and follow the instructions outlined under "HOW TO FILE A CLAIM" within the body of this LIMITED WARRANTY .</p> <p>EXCLUSIVE REMEDY. If there is a valid claim under this LIMITED WARRANTY for a failure of the COVERED HV BATTERY due to a defect in material or workmanship, WE will, at OUR option, either: (i) repair, (ii) replace or (iii) provide a full refund of the purchase price of the COVERED HV BATTERY. We have no other obligations under this LIMITED WARRANTY.</p>				

SECTION 1. KEY TERMS AND PROVISIONS

This **LIMITED WARRANTY** gives you specific legal rights, and you may also have other rights which vary from State to State. Any modification, alteration, or change to the preprinted terms and conditions of this **LIMITED WARRANTY** is invalid and of no force or effect, except as provided for herein.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE, RENEWABLE OR CANCELABLE. THIS LIMITED WARRANTY IS NOT AN INSURANCE POLICY OR SERVICE CONTRACT. IT IS PROVIDED TO THE CUSTOMER AT NO ADDITIONAL CHARGE. THIS LIMITED WARRANTY TERMINATES WHEN: (1) OWNERSHIP OF THE ABOVE VEHICLE HAS TRANSFERRED TO A NEW OWNER (2) IF YOU NO LONGER OWN ABOVE VEHICLE (3) THE COVERED HV BATTERY IS REMOVED, STOLEN, OR USED ON ANOTHER VEHICLE (4) IF THE MAINTENANCE REQUIREMENTS, IF ANY, AS REQUIRED BY THE MANUFACTURER ARE NOT PERFORMED, OR 5) THE ABOVE VEHICLE IS DESTROYED, STOLEN, OR DEEMED A TOTAL LOSS BY YOUR INSURANCE CARRIER.

The General Provisions of this **LIMITED WARRANTY** contain several words that have special meanings. The following words are important in this **LIMITED WARRANTY** , and they are printed in **BOLD** type below:

- **"ADMINISTRATOR"** means CareGard Warranty Services, Inc., P.O. Box 293, Bedford, TX 76095, 1-844-333-0520.
- **"HV BATTERY"** means a new Toyota high voltage hybrid vehicle drive battery, not a starting or accessory battery.
- **"APPROPRIATE REPLACEMENT HV BATTERY"** is a **Toyota HV BATTERY** with **LIMITED WARRANTY**.
- **"HV BATTERY PURCHASE DATE"** means the date the **COVERED HV BATTERY** was sold to the Customer by the **ISSUING LOCATION**.
- **"COVERAGE EFFECTIVE DATE"** means the date coverage begins on the **COVERED HV BATTERY** upon replacement of your HV Battery by **PURCHASE DATE** and is ongoing for as long as **YOU** continuously own this **SAME VEHICLE**.
- **"COVERED HV BATTERY"** means the **HV BATTERY** with a **LIMITED WARRANTY** that **YOU** purchased from the **ISSUING LOCATION** or an **APPROPRIATE REPLACEMENT HV BATTERY** with a **LIMITED WARRANTY** that was issued to **YOU** under this **LIMITED WARRANTY** , that is in the **SAME VEHICLE** that is owned by **YOU**.
- **"CUSTOMER," "YOU,"** and **"YOUR"** means the owner(s) designated as such on this **LIMITED WARRANTY** Agreement.
- **"FAILURE"** or **"FAILED"** means the **COVERED HV BATTERY** has a failure due to a defect in material or workmanship, but does not include failures due to **CUSTOMER** negligence, abuse, or listed under "What is not Covered" herein.
- **"SAME VEHICLE"** or **"YOUR VEHICLE"** means the vehicle listed above under Vehicle Information.
- **"DEALERSHIP"** or **"TOYOTA DEALERSHIP"** means any licensed **TOYOTA DEALERSHIP** within the continental United States or Canada.
- **"WARRANTY"** or **"LIMITED WARRANTY"** means the lifetime limited warranty described herein.
- **"WE," "US,"** and **"OUR"** means Southeast Toyota Distributors, LLC who is the warrantor under this **LIMITED WARRANTY**.

SECTION 2. WHAT IS COVERED BY THIS LIMITED WARRANTY

This LIMITED WARRANTY will cover the approved replacement of the COVERED HV BATTERY, including labor for APPROPRIATE REPLACEMENT HV BATTERY installation, and, if applicable, a vehicle tow described herein. Authorized COVERED HV BATTERY replacement must be performed at a TOYOTA DEALERSHIP with an APPROPRIATE REPLACEMENT HV BATTERY unless such APPROPRIATE REPLACEMENT HV BATTERY is not available, in which case contact the ADMINISTRATOR. WE reserve the right at OUR option to either: (i) repair the COVERED HV BATTERY or (ii) provide a full refund of the purchase price of the COVERED HV BATTERY should an APPROPRIATE REPLACEMENT HV BATTERY not be available. We have no other obligations under this LIMITED WARRANTY.

Vehicle Tow Service only applies to COVERED HV BATTERIES. In the event your vehicle will not operate due to a weak or "run-down" COVERED HV BATTERY FAILURE, ADMINISTRATOR will reimburse YOU for the cost of towing your vehicle to the nearest Toyota dealership up to a maximum of 30 miles and limited to two (2) complimentary vehicle tows during your ownership of YOUR VEHICLE. For Vehicle Tow Service, call 1-844-333-0520.

SECTION 3. MAINTENANCE RESPONSIBILITIES

In order for this LIMITED WARRANTY to remain valid, the CUSTOMER must have the COVERED HV BATTERY serviced exactly as the vehicle manufacturer recommends, and FAILURE cannot be due to CUSTOMER negligence or abuse. Failure to implement these maintenance responsibilities will result in denial of coverage, therefore voiding this LIMITED WARRANTY.

SECTION 4. HOW TO FILE A CLAIM

ADMINISTRATOR CONTACT: Toll Free 1-844-333-0520 Customer Service available 24 hours per day, or www.dealerlifetime.com. P.O. Box 293 Bedford, TX 76095, Monday-Friday, 7 am-6 pm, Central Time. Closed Federal holidays.

1. Take your Vehicle to a TOYOTA DEALERSHIP which has an APPROPRIATE REPLACEMENT HV BATTERY in stock. To locate the nearest TOYOTA DEALERSHIP, go to www.Toyota.com. or contact the ADMINISTRATOR for instructions.
2. The TOYOTA DEALERSHIP or YOU must contact the ADMINISTRATOR prior to COVERED HV BATTERY replacement to obtain authorization. YOU are responsible for authorizing diagnosis of the COVERED HV BATTERY. If the HV BATTERY failure is not covered under this LIMITED WARRANTY, YOU will be responsible for these costs. The DEALERSHIP will test your COVERED HV BATTERY and, if it has a FAILURE, replace it according to the terms of this LIMITED WARRANTY. Authorized COVERED HV BATTERY replacement must be performed at a TOYOTA DEALERSHIP and replaced with an APPROPRIATE REPLACEMENT HV BATTERY unless it is otherwise approved by ADMINISTRATOR.

SECTION 5. WHAT IS NOT COVERED

- A. Repairs or replacements not authorized in advance by the ADMINISTRATOR.
- B. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, or special policy.
- C. Any failure caused by not servicing the COVERED HV BATTERY as recommended by the manufacturer or if due to Customer negligence or abuse.
- D. Any COVERED HV BATTERY on a vehicle used for any form of competitive driving or racing.
- E. Commercial use including, but not limited to, public hire, rental, taxi, Uber, Lift (or other rideshares), police, security services, emergency vehicle, or livery, and/or vehicles with non-standard equipment installed to facilitate commercial use.
- F. HV BATTERY failures or damage caused by any other component or part, impact or any other external force known or unknown, collision, bent or twisted parts.
- G. Any alterations, lifting, lift kits, jacking, failure to lift the vehicle from proper lift points, or from lifting the vehicle in any manner not recommended by the manufacturer of YOUR VEHICLE.
- H. Losses resulting from: delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water, environmental damage, power surge or drop in voltage (brownout), flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes or outside influences beyond the control of the ADMINISTRATOR.
- I. COVERED HV BATTERY that is merely discharged, or damaged due to abuse, neglect, misuse, overcharging, undercharging, alteration, improper installation, use of special additives, water submersion or infiltration, off-roading, improper towing, exceeding vehicle's payload or towing capacity, or unauthorized attempt to repair.
- J. Incidental or consequential damages, such as loss of time, inconvenience, or loss of use of the COVERED HV BATTERY. Some states do not allow the exclusion or limitation of consequential damages, so this limitation or exclusion may not apply to you.
- K. Repair or replacement made outside the United States or Canada.
- L. Damage to the COVERED HV BATTERY resulting from a mechanical breakdown or failure of any other part of the vehicle, or from faulty or negligent repairs, or from installation of defective parts, or due to damage to the vehicle in which the COVERED HV BATTERY is installed.
- M. Damages for bad faith, punitive or exemplary damages, property damage and/or attorney fees.
- N. Any failure caused by exceeding the vehicle's payload or towing capacity, improper towing of the vehicle (including behind a motorhome), most hybrid vehicles require flatbed truck towing where all 4 wheels are off the ground see vehicle owner's manual. .
- O. Any vehicle not originally manufactured to U.S. specifications (commonly known as a grey market vehicle), salvaged vehicles, or factory buybacks.
- P. Car Rental or other substitute transportation, fuel, insurance, tolls, maintenance, and vehicle storage charges, delays due to Dealer or shop scheduling, jump start costs, and expenses that exceed YOUR benefit limit are not covered.
- Q. Vehicle Tow Service, including reimbursement for cost of towing YOUR vehicle, except as provided for herein. See Section 2, above.
- R. Authorized covered claims that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from the date of completed COVERED HV BATTERY replacement.
- S. Any vehicle that was reconstructed from salvage, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
- T. Any vehicle that has powertrain or suspension modifications, or performance enhancing add-on parts that would void or limit the original manufacturer's vehicle warranty.
- U. Damage incurred or repaired outside the fifty (50) United States and Canada.
- V. Any COVERED HV BATTERY that does not meet or exceed the vehicle manufacturer's specifications for the vehicle.

SECTION 6. GENERAL PROVISIONS

This LIMITED WARRANTY describes the complete and exclusive rights that result from the purchase of the COVERED HV BATTERY. No oral representations or statements may be relied upon. Except as provided herein, this LIMITED WARRANTY may not be amended or modified, and additional rights may not be granted. This LIMITED WARRANTY shall be governed by the laws of the state where the COVERED HV BATTERY is purchased, excluding laws concerning conflicts of law. WE may delegate the performance of our duties and obligations and assign our rights and benefits hereunder. 2. **OUR right to Recover Payment:** If YOU have a right to recover against another party for repairs WE have paid under this LIMITED WARRANTY, YOUR rights shall become OUR rights. YOU shall do whatever is necessary to enable US to enforce these rights. WE shall recover only the excess after YOU are fully compensated for YOUR loss. 3. **Transfer Of Protection:** YOUR rights under this LIMITED WARRANTY may not be assigned or transferred. 4. **Other Terms:** This LIMITED WARRANTY gives YOU specific legal rights and YOU may also have other rights which vary from state to state. WE do not authorize any person to create for US any other obligation or liability in connection with the COVERED HV BATTERY. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO YOUR VEHICLE AND THE COVERED HV BATTERY IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY. THE PERFORMANCE OF REPAIRS, REPLACEMENT, OR REFUND OF PURCHASE PRICE OF HV BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. NOT WITHSTANDING ANYTHING IN THIS LIMITED WARRANTY STATEMENT TO THE CONTRARY, WE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. THIS IS NOT INTENDED TO SUBSTITUTE FOR ANY USED VEHICLE WARRANTY WHICH WE MAY BE REQUIRED TO PROVIDE TO YOU UNDER ANY STATE LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SOME

STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS 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.

SECTION 7. ARBITRATION

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

YOU and **WE/US** (the "Parties") waive the following rights: (1) the right to go to court; (2) the right to jury trial should any dispute be resolved by a court; (3) the right to serve as a private attorney general; and (4) the right to participate in a class action. Under this Provision, courts and arbitrators **cannot allow class actions**. Only individual arbitration will resolve disputes. This Provision governs ALL disputes between the Parties. The Parties agree that any question or disagreement as to whether the dispute must be arbitrated will be decided by the arbitrator, and not by a court. **YOU** and **WE** can try to resolve disputes if **YOU** call the **ADMINISTRATOR** at 1-844-333-0520, but **YOU** and **WE** agree that any dispute the Parties are unable to resolve will be resolved by an arbitrator and the arbitrator's decision will be final and will completely resolve any dispute.

To begin Arbitration, either **YOU** or **WE** must make a written demand and forward same to **OUR ADMINISTRATOR** at P.O. Box XYZ, Bedford, TX 76095 or Fax to: 1-844-333-0520. The Arbitration will take place before a single arbitrator; the party making the arbitration demand may choose the American Arbitration Association ("AAA") or a local arbitrator affiliated with a national arbitration organization, subject to the other party's approval. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the AAA in effect when the claim is filed. **YOU** may get a copy of these AAA's Rules by contacting AAA at 120 Broadway, 21st Floor, New York, NY 10271, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between **YOU** and **US**. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless **YOU** and **WE** agree, the arbitration will take place in the county and state where **YOU** live. Either party may attend the hearing by phone. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. **YOU** agree and understand that this arbitration provision means that **YOU** give up **YOUR** right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider **YOUR** claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **YOUR** claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **YOU** and **WE** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **YOU** and **US**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

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