TERMS AND PROVISIONS

Any modification, alteration, or change to the preprinted terms and provisions of this Limited Warranty is invalid and of no force or effect. This Limited Warranty is only in force upon the receipt and acceptance of this Limited Warranty by the **ADMINISTRATOR**.

THIS LIMITED WARRANTY IS INCLUSIVE OF THE BATTERY MANUFACTURER WARRANTY; IT DOES NOT REPLACE THE BATTERY MANUFACTURER WARRANTY. LOSSES COVERED BY THE MANUFACTURER OF THE COVERED BATTERY DURING THE BATTERY MANUFACTURER WARRANTY PERIOD ARE NOT COVERED UNDER THIS LIMITED WARRANTY. THIS PROVISION ALSO APPLIES TO ANY OTHER WARRANTY OR SERVICE CONTRACT ISSUED TO THE CUSTOMER BY ANOTHER ADMINISTRATOR, DEALER OR REPAIR FACILITY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE, OR RENEWABLE. THIS LIMITED WARRANTY IS NOT A SERVICE CONTRACT. IT IS PROVIDED TO THE CUSTOMER BY THE ISSUING LOCATION OR BATTERY RETAILER. THIS LIMITED WARRANTY TERMINATES WHEN OWNERSHIP HAS TRANSFERRED TO A NEW OWNER, IF THE BATTERY IS REMOVED FROM THE VEHICLE IN WHICH IT WAS ORIGINALLY INSTALLED AS IDENTIFIED ON THE FIRST PAGE OF THIS LIMITED WARRANTY OR IF THE MAINTENANCE REQUIREMENTS AS OUTLINED IN THIS LIMITED WARRANTY ARE NOT PERFORMED.

CANCELLATION

The Protection Products have been permanently applied to the vehicle; therefore, this Limited Warranty is **non-cancellable and non-refundable**.

INSURANCE STATEMENT

Our obligations under this Limited Warranty are fully insured by a Contractual Liability Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If You have not received payment of a claim within sixty (60) days after proof of loss has been filed, You may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free 800.331.3780.

DEFINITIONS

ADMINISTRATOR, WARRANTOR (WE, US, OUR) – Magellan Service Corporation, 8220 San Pedro Dr. NE Ste. 515, Albuquerque, NM 87113 (877) 674-6123.

APPROPRIATE REPLACEMENT BATTERY – A battery with the same group size as originally provided and required by the vehicle manufacturer.

BATTERY PROTECTOR - The protection product installed to prevent corrosion and protect battery life**.**

BATTERY PURCHASE / EFFECTIVE DATE - The date **YOU** purchased the **COVERED BATTERY** from the **ISSUING LOCATION. BATTERY**

MANUFACTURER WARRANTY - The warranty issued by the manufacturer of the **COVERED BATTERY**.

COVERED BATTERY – The battery that **YOU** purchased from the **ISSUING LOCATION** or an **APPROPRIATE REPLACEMENT BATTERY**.

CUSTOMER, YOU, and **YOUR** - The customers(s) designated as such on Page 1 of this Limited Warranty.

FAILURE or **FAILED** - the **COVERED BATTERY**, when placed on a battery load tester, registers a red reading or has a failure due to a defect in material or workmanship but does not include failures due to **CUSTOMER** negligence or abuse.

- **For Hybrid batteries, FAILURE means a degradation or State of health report below 20%. For electric vehicles, FAILURE means a degradation or state of health report under 60%**

ISSUING LOCATION, SELLER - The **ISSUING LOCATION** described as such on this Limited Warranty**.**

MAINTENANCE RESPONSIBILITIES

FOR THIS LIMITED WARRANTY TO REMAIN VALID, THE CUSTOMER MUST HAVE THE COVERED BATTERY SERVICED EXACTLY AS THE BATTERY MANUFACTURER RECOMMENDS AND FAILURE MUST NOT RESULT FROM CUSTOMER NEGLIGENCE OR ABUSE. FAILURE TO IMPLEMENT THESE MAINTENANCE RESPONSIBILITIES WILL RESULT IN DENIAL OF COVERAGE, THEREFORE VOIDING THIS LIMITED WARRANTY.

WHAT IS COVERED FOR BATTERY PROTECTION

BATTERY COVERAGE

This Limited Warranty will cover the approved replacement of the **COVERED BATTERY** under this Limited Warranty according to the Limits of Liability section. Authorized battery replacement must be performed at the **ISSUING LOCATION** and with an **APPROPRIATE REPLACEMENT BATTERY**. To file a claim, see HOW TO MAKE A CLAIM which includes instructions for After-Hours and Emergency Battery Replacement procedures if battery replacement is necessary outside of the **ISSUING LOCATION's** and **ADMINISTRATOR's** business hours (evening, weekend or holiday).

LIMITS OF LIABILITY (COMBUSTION ENGINE BATTERY)

This Limited Warranty will cover up to one hundred dollars ($100.00) per **FAILURE** for battery installation labor cost. This Limited Warranty will also cover the wholesale dealer cost of the battery plus 10% for the replacement battery under the terms of this Limited Warranty up to a maximum of five hundred dollars ($500.00) per **FAILURE**. If the wholesale dealer cost of the battery exceeds five hundred dollars ($500.00), this Limited Warranty will cover the actual dealer cost of the battery excluding dealer markup up to a maximum of five hundred dollars ($500.00) per **FAILURE**. **YOU** shall be responsible for any amount exceeding these limits.

LIMITS OF LIABILITY (ELECTRIC AND HYBRID VEHICLES)

The maximum total of benefits payable under this Limited Warranty shall not exceed the current J.D. Power NADA retail value of the vehicle for the Term of the Limited Warranty. This Limited Warranty will cover up to one thousand dollars ($1,000) per FAILURE for battery installation labor cost and diagnostic of a Hybrid battery and two thousand dollars ($2,000) on an E.V. battery. This Limited Warranty will also cover the wholesale dealer cost of the battery plus 10% for the replacement battery under the terms of this Limited Warranty up to a maximum of ten thousand dollars ($10,000) per FAILURE on

E.V. battery and up to five thousand dollars ($5,000) on Hybrid battery. If the wholesale dealer cost of the battery exceeds ten thousand dollars ($10,000) for an E.V. and $5,000 for Hybrid battery, this Limited Warranty will cover the actual dealer cost of the battery excluding dealer markup up to a maximum of ten thousand dollars ($10,000) for E.V. and five thousand dollars ($5,000) on Hybrid battery per FAILURE or M.S.R.P. or J.D. Power NADA retail, whichever is less. Starter battery coverage under the terms of this Limited Warranty up to a maximum of six hundred dollars ($600.00). YOU shall be responsible for any amount exceeding these limits.

BATTERY PROTECTOR: In addition to the Battery4Life 12oz Coolant bottle all services must be performed as outlined by YOUR owner's manual. To purchase this bottle, YOU can contact the ISSUING LOCATION or by calling the ADMINISTRATOR at 877-674-6123. These services must be performed by a professional technician at a licensed repair facility.

To File a Claim for Battery Replacement, call 1-877-674-6123.

ADDITIONAL BENEFITS UNDER THIS LIMITED WARRANTY

ROADSIDE ASSISTANCE

For ROADSIDE ASSISTANCE, call 1-866-586-4164

Combustion Engine:

Emergency Roadside Assistance: Two (2) Emergency Roadside Assistance events are allowed per calendar year per covered vehicle. Emergency Roadside Assistance events have a limit per event of seventy-five dollars ($75.00). Should the requested service exceed that limit**, Customer will be responsible for any excess cost and pay the service provider directly at the time of the service**.

The following non-accident-related services are available:

- Battery Assistance – If battery failure occurs, a jump start will be provided to start Your vehicle.

Hybrid and Electric Vehicles:

Emergency Roadside Assistance: Two (2) Emergency Roadside Assistance events are allowed per calendar year per covered vehicle. Emergency Roadside Assistance events have a limit per event of seventy-five dollars ($75.00). Should the requested service exceed that limit**, Customer will be responsible for any excess cost and pay the service provider directly at the time of the service**.

The following non-accident-related services are available:

- Battery Assistance – If battery failure occurs, a jump start will be provided to start Your vehicle.
- Towing (Hybrid and Electric Vehicles only): If due to battery failure of the vehicle, the service provider will tow the covered vehicle up to one thousand dollars ($1,000) to the nearest repair facility, **Towing excludes accidents, theft, vandalism**
- Rental Car reimbursement (Hybrid and Electric Vehicles only): For an authorized battery repair, We will pay up to ten (10) days of rental at fifty dollars ($50.00) a day

All Emergency Roadside Assistance events must be preauthorized. This Limited Warranty will not cover Emergency Roadside Assistance events performed without prior approval.

To File a Claim for Battery Replacement, call 1-877-674-6123

WHAT IS NOT COVERED

There is no coverage for pre-existing conditions, diagnostic services, preventive maintenance or parts not listed above. Parts that fail due to circumstances such as an accident, theft, vandalism abusive driving, disconnection of systems/components, alteration made that is not part of normal maintenance recommended by the manufacturer, addition of after-market products, use of improper/contaminated fluids, lubricants, additives or acts of God are not covered.

If any part is still covered by any manufacturer's warranty, recall, bulletin or policy adjustment under which the manufacturer will repair or replace the part at its expense or is required by law to do so, that part is excluded from coverage. Also excluded are:

A. Repairs or replacements not authorized in advance by the ADMINISTRATOR, except for After-Hours and Emergency Battery Replacement claims.

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 a failure to service the COVERED BATTERY as recommended by the battery manufacturer or if due to Customer negligence or abuse.

D. Any vehicle used for any form of competitive driving or racing.

E. Battery failures or damage to the battery caused by the failure of any other electrical components.

F. Any vehicle used for commercial use including, but not limited to, public hire, rental, taxi, or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use.

G. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to replace the covered component.

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, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the ADMINISTRATOR.

I. Batteries that are merely discharged, or damaged due to abuse, neglect, misuse, overcharging, alteration, improper installation, use of special additives, or unauthorized attempt to repair.

J. Incidental or consequential damages, such as loss of time, inconvenience or loss of use of the COVERED 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 battery resulting from a mechanical breakdown or failure of any other part of the vehicle, or from faulty or negligent repairs, or installation of defective parts.

M. Damages for bad faith, punitive or exemplary damage, property damage (except as specifically stated in the Limited Warranty), and attorney fees.
N. Any vehicle not originally manufactured to U.S. specifications, commonly known as a grey market vehicle; salvaged vehicles or factory buybacks.
O. Authorized covered claims that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days of completed battery replacement.
P. Any battery which does not meet or exceed the vehicle manufacturer's battery specifications for the vehicle.
Q. Replacement ICE batteries which are not an identical branded and group size battery to that which was originally purchased or are the same group size battery with a minimum 24-month full replacement warranty.
R. Claims submitted after the registration period if this Limited Warranty has not been registered.
S. EV/Battery pack capacity greater than 60%. All other causes, except for EV Battery breakdown due to normal usage and charging standards, are excluded.
T. Hybrid Battery pack capacity greater than 20%. All other causes, except for EV Battery breakdown due to normal usage and charging standards, are excluded.

HOW TO MAKE A CLAIM

ADMINISTRATOR PHONE NUMBER AND ADDRESS: 1-877-674-6123 P.O. Box 92647 Albuquerque, NM 87109
ADMINISTRATOR BUSINESS HOURS: Monday through Friday, 7AM to 5PM, Mountain Time.
Take **YOUR COVERED BATTERY** to the nearest **ISSUING LOCATION** which has an **APPROPRIATE REPLACEMENT BATTERY** in stock. To locate the nearest **ISSUING LOCATION**, call the **ISSUING LOCATION** listed on Page 1 of this Limited Warranty or call the **ADMINISTRATOR** at 1-877-674-6123.

1. The **ISSUING LOCATION** must contact the **ADMINISTRATOR** prior to battery replacement to obtain authorization. **YOU** are responsible for authorizing diagnosis of the **COVERED BATTERY** by the **ISSUING LOCATION**. If the **FAILURE** is not covered under this Limited Warranty, **YOU** will be responsible for these costs. The **ISSUING LOCATION** will test the **COVERED BATTERY** and, if it has a **FAILURE**, replace it according to the terms of this Limited Warranty. Authorized battery replacement must be performed at an **ISSUING LOCATION** and with an **APPROPRIATE REPLACEMENT BATTERY**.
2. After-Hours and Emergency Battery Replacement Procedures: If battery replacement covered by this Limited Warranty is required outside the **ADMINISTRATOR's** or **ISSUING LOCATION's** business hours (evening, weekend or holiday), **YOU** should deliver the **COVERED BATTERY** to a licensed repair facility to have an **APPROPRIATE REPLACEMENT BATTERY** installed at a reasonable and customary charge. On the next business day, **YOU** should report the battery replacement to the **ADMINISTRATOR**. To report an after-hour claim and obtain a reimbursement, please call 1-877-674-6123 for instructions.
3. Authorized Repair Orders may be submitted to the **ADMINISTRATOR** at: P.O. Box 92647 Albuquerque, NM 87109 or Fax to: 505-216-2222. Repair Orders must include: Odometer Reading, Diagnosis, Repairs Performed, Labor Time, Labor Rate, Parts utilized, Part Numbers and Cost. Also, please ensure the Customer Name, Limited Warranty Number, Authorization Number and Customer Signature is clearly indicated.

ADDITIONAL LIMITATIONS AND EXCLUSIONS

All IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF TIME AS THE WRITTEN LIMITED WARRANTY STATED HEREIN. **YOU** ARE NOT ENTITLED TO RECOVER FROM THE **ISSUING LOCATION** ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

LEGAL RIGHTS NOTICE: THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PROTECTION PRODUCT(S). ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. WE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE DO NOT AUTHORIZE ANY PERSON, ENTITY OR FACILITY TO CREATE FOR IT ANY OTHER WARRANTY OBLIGATION OR LIABILITY IN CONNECTION WITH THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ADDITION, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

STATE SPECIFIC AMENDMENTS

HAWAII

Unresolved complaints concerning a Warrantor or questions concerning the regulation of the Limited Warranty may be addressed to the Hawaii Insurance Division Department of Commerce and Consumer Affairs, P.O. Box 3614, Honolulu, Hawaii 96811-3614, 808-586-2790.

MASSACHUSETTS

THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE.

MISSISSIPPI

This Limited Warranty is regulated by the Mississippi Motor Vehicle Commission, 1755 Lelia Drive, Suite 200, Jackson, MS 39216, 601-987-3995.

OREGON

In the event You do not receive satisfaction under this Limited Warranty, You may contact the Oregon Department of Insurance, Department of Consumer and Business Services, Consumer Advocacy Unit at 350 Winter Street, Room 440, Salem, OR 97301 or toll-free at 888-877-4894.

VIRGINIA

If any promise made in the Limited Warranty has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON

This Limited Warranty is a Protection Product Guarantee subject to the requirements of Chapter 48.110RCW and the Provider/Warrantor is Minnehoma Automobile Association, Inc. As a Protection Product Guarantee holder, You are entitled to apply directly and without delay to Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133, for payment or performance due under this Product Guarantee.