

## LIFETIME LIMITED PRODUCT WARRANTY- BATTERY

PART NAME	PART NUMBER	PURCHASE DATE	COVERAGE EFFECTIVE DATE	WARRANTY NUMBER
<b>CUSTOMER / OWNER INFORMATION</b>				
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
<b>ISSUING LOCATION INFORMATION</b>				
ISSUING LOCATION ID #		ISSUING LOCATION NAME	SELLING ASSOCIATE NAME	PHONE
ADDRESS		CITY	STATE	ZIP CODE
<b>VEHICLE INFORMATION</b>				
MILEAGE AT TIME OF BATTERY PURCHASE		YEAR	MAKE	MODEL
VIN (Required)		<b>DEDUCTIBLE: \$0.00</b>		
<b>IMPORTANT LIFETIME LIMITED PRODUCT WARRANTY INFORMATION FOR ABOVE LISTED BATTERY</b>				
<p><b>TERM: LIFETIME.</b> Coverage under this <b>LIMITED WARRANTY</b> begins upon the expiration of the <b>MANUFACTURER'S 24-MONTH BATTERY WARRANTY</b>. This coverage is ongoing for as long as <b>YOU</b> continuously own this <b>SAME VEHICLE</b>. This <b>LIMITED WARRANTY</b> only applies to the Customer &amp; Vehicle listed on this <b>LIMITED WARRANTY</b>. This <b>LIMITED WARRANTY</b> is <b>NOT TRANSFERABLE</b> to a subsequent owner or vehicle.</p> <p><b>CLAIM AUTHORIZATION: YOU</b> must obtain prior approval from the <b>ADMINISTRATOR</b> before <b>COVERED BATTERY</b> replacement is performed and follow the instructions outlined under "HOW TO FILE A CLAIM" within the body of this <b>LIMITED WARRANTY</b>.</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.

**THIS LIMITED WARRANTY DOES NOT REPLACE THE BATTERY MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE BATTERY MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS LIMITED WARRANTY.**

**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 OWNERSHIP OF THE ABOVE VEHICLE HAS TRANSFERRED TO A NEW OWNER, IF YOU NO LONGER OWN YOUR VEHICLE, THE COVERED BATTERY IS REMOVED OR USED ON ANOTHER VEHICLE, OR IF THE MAINTENANCE REQUIREMENTS, IF ANY, AS REQUIRED BY THE MANUFACTURER ARE NOT PERFORMED.**

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
- "**APPROPRIATE REPLACEMENT BATTERY**" is a Toyota TruStart Battery with Lifetime **LIMITED WARRANTY** of the same group size as originally provided and required by the vehicle manufacturer or, if such battery is not available, then a Toyota TruStart battery of the same group size with a minimum 24-month replacement warranty.
- "**BATTERY PURCHASE DATE**" means the date the **COVERED BATTERY** was sold to the **CUSTOMER** by the **ISSUING LOCATION**.
- "**COVERAGE EFFECTIVE DATE**" means the date coverage begins on the **COVERED BATTERY** 24-months after the **BATTERY PURCHASE DATE** and is ongoing for as long as **YOU** continuously own this **SAME VEHICLE**.
- "**BATTERY MANUFACTURER'S WARRANTY**" means the 24-month warranty by the manufacturer of the **COVERED BATTERY**.
- "**COVERED BATTERY**" means the lifetime limited battery that **YOU** purchased from the **ISSUING LOCATION** or an **APPROPRIATE REPLACEMENT BATTERY** with a Lifetime **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**.
- "**FAILURE**" or "**FAILED**" means the **COVERED 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**" means the vehicle listed above under Vehicle Information.
- "**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 from whom you purchased your **COVERED BATTERY**, 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 BATTERY**, including labor for battery installation and/or a battery jump start as described herein. Authorized **COVERED BATTERY** replacement must be performed at a **TOYOTA DEALERSHIP** with an **APPROPRIATE REPLACEMENT BATTERY** unless such facility is more than 30 miles away or such battery is not available, in which case contact the **ADMINISTRATOR**.

Battery Jump Service only applies to the **COVERED BATTERY**. In the event your vehicle will not start due to a weak or "run-down" **COVERED BATTERY**, **ADMINISTRATOR** will arrange for a service provider to boost or jump-start the battery. Jump start service will be provided as follows: Once the **BATTERY MANUFACTURER'S WARRANTY** has expired, **YOU** will be allowed two (2) complimentary jump-start assistance calls during the term of this **LIMITED WARRANTY**. For Battery Jump Service after the initial **BATTERY MANUFACTURER'S WARRANTY** has expired, call 1-844-333-0520.

### SECTION 3. MAINTENANCE RESPONSIBILITIES

In order for this **LIMITED WARRANTY** to remain valid, the **CUSTOMER** must have the **COVERED BATTERY** serviced exactly as the battery and 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 PHONE NUMBER:** Toll Free 1-844-333-0520 Customer Service available 24 hours per day, 365 days per year. **ADMINISTRATOR ADDRESS & BUSINESS HOURS:** P.O. Box 293 Bedford, TX 76095, Monday-Friday, 7am-6pm, Central Time. Closed holidays. **TO FILE A CLAIM ONLINE:** Go to [www.dealerlifetime.com](http://www.dealerlifetime.com) or [www.1basket.com](http://www.1basket.com) website

1. Take your **SAME VEHICLE** to a **TOYOTA DEALERSHIP** which has an **APPROPRIATE REPLACEMENT BATTERY** in stock. To locate the nearest **TOYOTA DEALERSHIP**, go to [www.Toyota.com](http://www.Toyota.com). If **YOU** are more than 30 miles away from a **TOYOTA DEALERSHIP** and **YOUR COVERED BATTERY** has **FAILED**, needs to be tested, and possibly replaced, contact the **ADMINISTRATOR** for instructions.
2. The **TOYOTA DEALERSHIP** or **YOU** must contact the **ADMINISTRATOR** prior to **COVERED BATTERY** replacement to obtain authorization. **YOU** are responsible for authorizing diagnosis of the **COVERED BATTERY**. If the **battery FAILURE** is not covered under this **LIMITED WARRANTY**, **YOU** will be responsible for these costs. The **TOYOTA DEALERSHIP** will test your **COVERED BATTERY** and, if it has a **FAILURE**, replace it according to the terms of this **LIMITED WARRANTY**. Authorized **COVERED BATTERY** replacement must be performed at a **TOYOTA DEALERSHIP** and replaced with an **APPROPRIATE REPLACEMENT BATTERY** unless it is an "After-Hours Claim" (see below) or otherwise approved by **ADMINISTRATOR**.
3. **After-Hours Claims:** If a **COVERED BATTERY** replacement covered by this **LIMITED WARRANTY** is required outside the nearest **TOYOTA DEALERSHIP** business hours (evening, weekend, or holiday), the **CUSTOMER** should contact the **ADMINISTRATOR** for instructions and bring their vehicle with the failed **COVERED BATTERY** to a licensed repair facility to have the **COVERED BATTERY** tested and, if necessary, replaced at a reasonable and customary charge. If the **COVERED BATTERY** is not replaced with an **APPROPRIATE REPLACEMENT BATTERY**, then the only warranty provided is that of the battery manufacturer's warranty. Within the next five (5) business days, the **CUSTOMER** must report the **COVERED BATTERY** replacement to the **ADMINISTRATOR**. To report an after-hour claim and obtain a reimbursement, please call 1-844-333-0520 for instructions. After-Hours Claims may be submitted to the **ADMINISTRATOR** at: P.O. Box 293, Bedford, TX 76095, or Fax to: 817-527-1964, or at [www.dealerlifetime.com](http://www.dealerlifetime.com) or [www.1basket.com](http://www.1basket.com) website, or on the 1Basket App 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, and Customer Signature is clearly indicated.

### SECTION 5. WHAT IS NOT COVERED

- A. Repairs or replacements not authorized in advance by the **ADMINISTRATOR**, unless it's an After-Hours Claim.
- 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 BATTERY** as recommended by the manufacturer or if due to Customer negligence or abuse.
- D. Any **COVERED 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, or livery, and/or vehicles with non-standard equipment installed specifically to facilitate commercial use.
- F. Battery failures or damage caused by any other component or part.
- G. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to replace the **COVERED BATTERY**.
- 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. **COVERED BATTERY** that is 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 **COVERED BATTERY** resulting from a mechanical breakdown or **FAILURE** of any other part of the **SAME VEHICLE**, or from faulty or negligent repairs, or from installation of defective parts.
- M. Damages for bad faith, punitive or exemplary damages, property damage and/or 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. Car Rental and/or Towing costs, charges and/or fees are not covered.
- P. Authorized covered claims that have not been submitted to the **ADMINISTRATOR** within one hundred eighty (180) days from the date of completed **COVERED BATTERY** replacement.
- Q. Any **COVERED BATTERY** that does not meet or exceed the vehicle manufacturer's specifications for the **SAME VEHICLE**.

### SECTION 6. GENERAL PROVISIONS

**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. **2. Transfer Of Protection:** **YOUR** rights under this **LIMITED WARRANTY** may not be assigned or transferred. **3. 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 **YOUR** Vehicle. **ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO YOUR VEHICLE AND THE COVERED BATTERY IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY. THE PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. WE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING** Page 2 of 3

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.

1. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
2. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
3. 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 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 293, Bedford, TX 76095 or Fax to: 817-552-4198. 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](http://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.