

Limited Warranty Number



ADMINISTRATION SERVICES

BATTERY LIMITED WARRANTY APPLICATION

MAIN OFFICE (866) 660-7003

Owner Information:

LAST NAME	FIRST NAME	PHONE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE	ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Co- Owner Information:

NAME	PHONE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

Selling Dealership Information:

DEALER ID#	DEALERSHIP NAME	PHONE
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vehicle Information:

VIN#	YEAR	MAKE	MODEL
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PRESENT MILEAGE	VEHICLE PURCHASE PRICE		
<input type="text"/>	<input type="text"/>		

Coverage Information:

LIFETIME

LIMITED WARRANTY EFFECTIVE DATE (DD/MM/YYYY)

To File A Claim:



I have read, understand, and agree to the terms and conditions within the body of this contract.

SAMPLE

OWNER SIGNATURE: _____

DATE: _____

I, the Vehicle Owner, hereby declare the above information is correct.

I ACKNOWLEDGE THE TERMS AND CONDITIONS LISTED ON THIS LIMITED WARRANTY, ONLY APPLY TO THE PRODUCT(S) SELECTED ABOVE AND THE SELLING DEALER OF THE ASCENT PRODUCT(S) HAS PROVIDED ME WITH A COMPLETE COPY OF THIS LIMITED WARRANTY.

LIMITED WARRANTY–TERMS AND CONDITIONS

DEFINITIONS

- **Administrator** – Ascent Administration Services, LLC, 1550 E McKellips Road, Suite 117, Mesa, AZ 85203, Telephone: 866-660-7003.
- **Application Page** – The 1st page of these Terms and Conditions executed by **You** which identifies the parties and property covered by the **Limited Warranty**.
- **Appropriate Dealer** – Any dealer that is authorized by the OEM to replace the **Vehicle's** battery.
- **Labor** – The labor time set by the vehicle manufacturer and posted retail labor rate charged by the **Warrantor** or **Appropriate Dealer**.
- **Lifetime Coverage** – Begins on the **Limited Warranty** effective date and continues for the entire time **You** own the **Vehicle** listed on the **Application Page**.
- **Limited Warranty** – This **Limited Warranty** is issued for the **Vehicle** described on the **Application Page**. This **Limited Warranty** is provided to **You** by the **Warrantor** at no additional cost.
- **Repair Order (R.O.)** – A written invoice showing work to be done as well as work already completed.
- **Unserviceable** – The battery will no longer hold a charge or otherwise prevents **Your Vehicle** from operating.
- **Vehicle** – The **Vehicle** covered by the terms and conditions of this **Limited Warranty** as listed on the **Application Page**.
- **You, Your, Limited Warranty Holder, Owner** - the Owner as shown on the **Application Page** or any valid transferee.
- **Warrantor (Dealer, We, Us, Our)** – The dealership from which **You** purchased **Your Vehicle** and were issued this **Limited Warranty** listed on the **Application Page**.

SCHEDULE OF COVERAGE

Your eligibility for benefits under this Limited Warranty Effective Date listed on the Application Page and shall continue for as long as You own the Vehicle if You meet the Vehicle maintenance requirements as detailed herein. **IMPORTANCE NOTICE: This is a product Limited Warranty and is not insurance. It is not subject to state insurance laws but is subject to state law concerning warranties. There are no warranties which extend beyond the description herein.**

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY EXCEPT WHERE THE DURATION OF IMPLIED WARRANTIES ON USED VEHICLES IS LIMITED BY STATE LAW, IN WHICH CASE THE STATE LAW DURATION LIMIT SHALL APPLY. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE DEPENDING UPON APPLICABLE STATE LAW. INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL USE LOSS ARE NOT COVERED UNDER THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU

COVERAGE

This **Limited Warranty** is between **You** and the **Warrantor**. It provides for the replacement of the **Vehicle's battery**, which during the term of this **Limited Warranty** becomes **Unserviceable**, covered under this **Limited Warranty**.

In the event **Your Vehicle's battery** is no longer able to hold a charge, **We** will provide coverage for the replacement of **Your Vehicle's battery**, including tax and **Labor** to install the battery.

EXCLUSIONS-WHAT IS NOT COVERED

- **No battery replacement will be paid for within (180) days from the date of purchase on a new vehicle and (180) days from the date of purchase on a used vehicle.**
- **Any modification or alteration made to Your Vehicle, not recommended by the manufacturer, will exclude You from receiving a battery replacement by Us.**
- **Any abuse, negligence, or lack of proper maintenance as described by the manufacturer will exclude You from receiving a battery replacement by Us.**
- **No battery replacement will be paid if You, Warrantor or Appropriate Dealer has made fraudulent acts, statements, or misrepresentations in the request for battery replacement.**
- **Vehicles with more than one (1) battery are not eligible for this Limited Warranty.**

LIMITED WARRANTY GENERAL PROVISIONS

- a. In the event the Vehicle's battery becomes Unserviceable, We will provide coverage up to the battery manufacturer's suggested retail price.
- b. The Vehicle's battery must be the original equipment as provided by the manufacturer or an aftermarket comparable brand whichever is less.
- c. The Warrantor or Appropriate Dealer must attempt to charge the battery before submitting a request for battery replacement.
- d. The Warrantor or Appropriate Dealer must attempt a load test on the battery before submitting a request for battery replacement.
- e. The Warrantor or Appropriate Dealer must provide proof in the form of a service R.O. showing what steps have been performed to deem the battery in need of replacement.
- f. The Warrantor or Appropriate Dealer must retain the core for inspection for thirty (30) days.
- g. To initiate a request for a replacement battery, the Warrantor or Appropriate Dealer must call the Administrator for authorization prior to performing the replacement of the battery.
- h. **ARBITRATION:** In the event of a disagreement between **You** and **Us** or the **Administrator** concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day **You** filed your claim. Each party will select an arbitrator. The two arbitrators will select an umpire. Each party will pay the expenses of the arbitrator it selects. The expenses of the umpire will be shared equally. Unless both of **Us** agree otherwise, arbitration will take place in the State of Arizona. The Arizona rules of Arbitration, as adopted by the Arizona superior courts, apply. A majority decision between the two arbitrators and the umpire will be binding.
- i. **PRIVACY NOTICE:** It is the **Administrator's** policy to respect the privacy of **Our** customers. For information on the **Administrator's** privacy practices, please review **Administrator's** privacy policy at www.ascentadmin.com.

CLAIM PROCEDURES

FAILURE, BY YOU OR YOUR REPAIR FACILITY, TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL. TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:

- a. **ALL BATTERY REPLACEMENT CLAIMS MUST BE CALLED IN FOR AUTHORIZATION BY THE ADMINISTRATOR PRIOR TO REPLACEMENT.**
- b. All claims must be reported as soon as reasonably possible to the Administrator, (866) 660-7003.
- c. If **You** are within a twenty-five (25) mile radius of the Warrantor, **You** must return there to have the battery replaced. If **You** are outside of the twenty-five (25) mile radius, or if the Warrantor is no longer in business, **You** may go to any Appropriate Dealer.
- d. All non-working batteries must be made available to the Administrator for inspection.
- e. The Warrantor or Appropriate Dealer must forward a copy of the original repair order to the Administrator for final payments.
- f. The Warrantor or Appropriate Dealer will be paid once an appropriate repair order with **Your** signature is received by the Administrator.
- g. If it is necessary for **You** to go to an Appropriate Dealer, **You** must call (866) 660-7003 for prior approval before replacing the battery. **You** are responsible for paying the Appropriate Dealer for the replacement battery and will be reimbursed up to the battery MSRP. **You** will need to provide the Administrator's receipt of all repair orders, sales invoices and/or other relevant or appropriate documentation, as may be requested by the Administrator.
- h. The Administrator is solely agreeing to pay the replacement cost for battery replacement under the terms, conditions, and limitations set forth in this Limited Warranty. The Administrator shall not provide any battery itself. Further, the Administrator does not in any way warrant or guarantee, whether express or implied, any replacement battery obtained and paid for by **You**.
- i. We and the Administrator have the option to select new, rebuilt, aftermarket, or used components when authorizing repairs.
- j. We and the Administrator will arrange for payment or reimbursement of the amount of the authorized repair, less related charges not covered by the Limited Warranty.
- k. **Emergency Repairs (non-business hours only)** – In the event that the battery failure occurs after the Administrators regular business hours, or on a weekend, and replacement must be affected, **You** MUST follow these instructions: Call the Administrator on the following business day. All after-hours instructions must be followed to receive reimbursement. If **You** are within twenty-five (25) miles from the Warrantor, **You** must go to the Warrantor for battery replacement. If **You** are more than twenty-five (25) miles from the Warrantor, or if the Warrantor is no longer in business, **You** may go to any Appropriate Dealership for battery replacement. In both cases, **You** must pay for the replacement battery and submit documents for

reimbursement. After any after-hours replacement, You MUST call (866) 660-7003 the following business day to report Your claim. You MUST provide the following: (a) the original, paid, repair invoice with Your signature; (b) legible copies of the front and back of Your Limited Warranty; (c) a legible copy of Your Vehicle purchase order and finance agreement; (d) photos of the damaged battery; and (e) a copy of the battery charging results and load test print out. NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED BATTERIES PRIOR TO DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.

TRANSFER PROVISION

This Limited Warranty may be transferred by You to a subsequent private purchaser of the Vehicle for the remainder of the original term (licensed dealers excluded). This Limited Warranty is not transferable to another Vehicle. To transfer this Limited Warranty to another owner, You must submit to Us the following within thirty (30) days from the date of sale. You must call (866) 660-7003 to obtain a transfer form and provide the following: (1) A letter containing the name and address of the new owner and Your authorization to transfer; (2) A copy of the bill of sale or other evidence showing the change in ownership; (3) a check or money order for fifty dollars (\$50) payable to the Administrator for the transfer fee.

CANCELLATION PROVISION

This Limited Warranty was provided by the Dealer to You at no cost with Your purchase of the Vehicle; therefore, coverage under is Limited Warranty is non-cancellable.