



Warranty
BS35NE

BuyerShield 3/500 Limited Powertrain Warranty Registration

VEHICLE PURCHASER INFORMATION

DEALER/PURCHASER NAME	PHONE NUMBER
ADDRESS, CITY, STATE, ZIP	E-MAIL ADDRESS

USED VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL
AUCTION ODOMETER MILEAGE		VEHICLE AUCTION PURCHASE DATE	

USED VEHICLE LIMITED WARRANTY INFORMATION

This BuyerShield **Limited Warranty** is provided for the **Vehicle** listed in the Used Vehicle Information section of this Registration Page. See **Limited Warranty** details for a complete list of Conditions, Coverage, Exclusions and Claim Procedures.

LIMITED WARRANTY TERM
3 MONTHS OR 500 MILES
A \$400.00 PER REPAIR VISIT DEDUCTIBLE APPLIES ON ALL AUTHORIZED REPAIRS.

EFFECTIVE DATE (<i>Auction Purchase Date</i>)	THIS LIMITED WARRANTY WILL EXPIRE BY TIME OR MILES WHICHEVER OCCURS FIRST. THIS LIMITED WARRANTY AUTOMATICALLY TERMINATES IF VEHICLE AS INDICATED ABOVE IS SOLD TO A CONSUMER . TIME IS MEASURED BY THE DATE OF ORIGINAL VEHICLE PURCHASE BY NAMED DEALER ABOVE, AND MILES ARE MEASURED FROM AUCTION ODOMETER MILEAGE AS INDICATED ABOVE AT TIME OF VEHICLE PURCHASE.	
AUTO BUYLINE SYSTEMS AUCTION LOCATION	WARRANTY EXPIRATION DATE	WARRANTY EXPIRATION MILEAGE

ACKNOWLEDGMENT

I UNDERSTAND THAT THIS LIMITED WARRANTY IS NOT INSURANCE AND SUBJECT TO ACCEPTANCE BY THE ADMINISTRATOR. The undersigned verifies that the information contained herein is true and correct to the best of their knowledge. My signature below indicates that the Dealer has read and agrees to all the terms and conditions of this Limited Warranty.

PURCHASER SIGNATURE	PURCHASER SIGNATURE DATE
AUCTION REPRESENTATIVE SIGNATURE	AUCTION REPRESENTATIVE SIGNATURE DATE

NOTICE TO PURCHASING DEALER: IF THE COVERED **VEHICLE** AS IDENTIFIED IN THE REGISTRATION PAGE OF THIS **LIMITED WARRANTY** FORM IS SOLD TO A RETAIL CONSUMER DURING THE TERM OF THIS **LIMITED WARRANTY** AS STATED HEREIN, YOU MAY ACTIVATE A 1/1,000 BUYERSHIELD **LIMITED WARRANTY** FOR THE RETAIL CONSUMER OF THE COVERED **VEHICLE**. ACTIVATION MUST OCCUR WITHIN 72 HOURS OF **VEHICLE** PURCHASE BY RETAIL CONSUMER VIA THE BUYERSHIELD PORTAL AT buyer-shield.nobilisgroup.co.

NO SERVICE WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. FOR AUTHORIZATION CALL 1-888-400-1675.

Administrator: Nobilis Administrative Services, Inc.
P.O. Box 140185, Irving, TX 75014
1-888-400-1675

DEFINITIONS

1. **Limited Warranty, Warranty** means this **Limited Warranty** coverage that was issued with the purchase of the **Vehicle** by **You** as listed on the Registration Page.
2. **We, Us** or **Our** (the **Warrantor, Administrator** and obligated party of this **Limited Warranty**) means Nobilis Administrative Services, Inc., P.O. Box 140185, Irving, TX 75014, 1-888-400-1675.
3. **Purchaser, You, Your or Dealer** means the recipient of this **Limited Warranty** as listed in the "Purchaser Information" section of the Registration Page of this **Limited Warranty**.
4. **Transferee Dealer** means any dealer that possesses the **Vehicle** described on the Registration Page and is in possession of this **Limited Warranty**.
5. **Consumer** means an individual who purchases the **Vehicle** described in the Registration Page of this **Limited Warranty** for personal use.
6. **Covered Breakdown, Breakdown or Covered Repair** refers to any Covered Part that fails to perform the function for which it was intended by the manufacturer due to a defect in material or workmanship or fails to perform within manufacturer's specifications. This does not include gradual reduction in operating performance due to wear & tear, or damage resulting from the failure of a non-covered part.
7. **Repair Cost** means the customary parts and labor costs required to complete any **Covered Repair** under this **Limited Warranty**. Labor times will be verified by the standard versions of nationally recognized labor guides, such as Mitchell or ALLDATA®. Labor rates may not exceed one hundred (\$100.00) per hour and replacement parts may not exceed manufacturer's suggested retail price and may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by the **Administrator**.
8. **Effective Date** means the date the **Vehicle** was purchased from the Auction Location as indicated above and coverage under this **Limited Warranty** begins.
9. **Vehicle** means the **Vehicle** listed on the Registration Page.
10. **Repair Visit** means one or more **Covered Repairs** or covered services related in time or cause.
11. **Lubricated Part(s)** means a part that requires lubrication to perform its function.

COVERAGE

Parts covered by this **Limited Warranty** are listed in this Coverage section and listed by the **Vehicle** system to which they apply. Please consult the "Additional Exclusions" section below for detailed explanations of specific benefits and exclusions.

TRANSMISSION- transmission case, (only if damaged by the failure of an internally **Lubricated Part**); all internally **Lubricated Parts**; torque converter; vacuum modulator.

TRANSFER CASE- transfer case, (only if damaged by the failure of an internally **Lubricated Part**); all internally **Lubricated Parts**.

DRIVE AXLES- drive axle housing, (only if damaged by the failure of an internally **Lubricated Part**); all internally **Lubricated Parts**; drive shafts; drive shaft and axle shaft supports; universal joints; constant velocity joints; axle bearings; and hub bearings.

SEALS and GASKETS -seals and gaskets are **Not** covered parts.

ADDITIONAL EXCLUSIONS

Your Limited Warranty does not cover:

- *Repair and/or replacement of covered components that were performed without prior authorization from the Administrator.*
- *A Breakdown caused by contamination of any nature, foreign objects, improper amount or type of fluids, fuels, coolants, lubricants, refrigerants or lack of Vehicle manufacturer's required maintenance.*
- *A Breakdown resulting from continued operation or caused by Your failure to take reasonable precautions, such as stopping Your Vehicle immediately or having it towed, to prevent further damage when an apparent problem exists.*
- *Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.*
- *Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown.*
- *Repair or replacement of any covered components that did not pass the Auto Buyline Systems inspection.*
- *A Breakdown caused by or involving modifications to Your Vehicle which were not performed or recommended by the Vehicle manufacturer.*
- *Any loss or expense if Your Vehicle is used for Commercial Use.*
- *Any loss or expense if Your Vehicle is used for plowing snow, competitive driving, racing, towing a trailer whose weight exceeds the Vehicle manufacturer's recommendations, municipal or professional emergency or police services or losses resulting from neglect, abuse, or misuse of Your Vehicle or the benefits of this Limited Warranty.*
- *Certain vehicles are ineligible as determined by Us. This includes, but is not limited to: exotic vehicles, grey market vehicles, incomplete chassis, salvage or branded title vehicles, total loss vehicles, postal vehicles, taxi vehicles, limousine vehicles, lifted vehicles that are not within Vehicle manufacturer's specifications, vehicles equipped with a flat bed, or snow plow and vehicles greater than 14,000 lb. GVWR.*
- *Salvage, Branded or Total Loss Vehicles as defined herein. Any Vehicle that has ever been issued a "salvage" or "branded" title or similar title under any state's law, or has ever been declared a "total loss" or equivalent by any insurer or financial institution, such as a payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the Vehicle is specifically excluded from coverage under this Limited Warranty.*
- *A Breakdown caused by or resulting from collision, breakage of glass, missile or falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, rust, corrosion, contamination, foreign objects, malicious mischief, riot or civil commotion, lightning, environmental or industrial fallout, freezing, rotting, mold or any loss normally covered by an automobile insurance policy, including injury or death to any person or persons.*

- **Any Breakdown if the odometer is inoperative or has been altered or tampered with during the time You owned Your Vehicle so that the actual mileage cannot be determined.**
- **Any Breakdown if the Vehicle manufacturer has voided or rescinded the warranty on Your Vehicle.**
- **Any part not listed as a Covered Part in the Coverage section of this Limited Warranty.**
- **Any incidental or consequential damages or loss caused by the breakdown of covered parts.**
- **Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss or other incidental or consequential damages or loss that results from a Breakdown.**
- **Any liability, cost or damages You incur or may incur to any third parties other than for Administrator approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.**
- **Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.**
- **Any repairs guaranteed by a repairer or part supplier, or loss resulting from faulty or negligent repair work, any cost which would be covered by a Vehicle manufacturer's warranty, or for which the Vehicle manufacturer has announced its responsibility through any means including public recalls or Vehicle manufacturer service bulletins, whether the Vehicle manufacturer is a viable entity or not.**
- **Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the Vehicle manufacturer remains a viable entity.**
- **A Breakdown not occurring in the United States or Canada.**

CLAIM PROCEDURES - Prior Authorization is required for all claims: 1-888-400-1675

To obtain the benefits of this **Limited Warranty**, return **Your Vehicle** to a licensed repair facility. Provide the facility with **Your Limited Warranty** Number and have them call the **Administrator** at **1-888-400-1675** for instructions **before** any repairs are started on **Your Vehicle**. **You**, or the repair facility must furnish the **Administrator**, with any reasonable information that may be required, including legible copies of any repair orders or other relevant documentation in order to determine coverage. If the **Administrator** and repair facility do not agree on how to complete a **Covered Repair**, the **Administrator** at their sole discretion may elect to move **Your Vehicle** to a different repair facility.

You are responsible for authorizing any teardown or diagnosis time needed to determine if **Your Vehicle** has a **Covered Breakdown**. If it is subsequently determined that the repair is needed due to a **Covered Breakdown**, **We** will pay for appropriate diagnosis time (as determined by nationally recognized labor time guides). If the failure is not a **Covered Breakdown**, then **You** are responsible for this charge.

The **Administrator** reserves the right to inspect **Your Vehicle** prior to approval of any claim. The **Administrator** may request estimates for repair and/or photographs of the damage to determine the validity of the claim.

LIMITS OF LIABILITY

This **Limited Warranty** covers used vehicles. A deductible as indicated on the Registration Page applies to authorized repairs. The aggregate total of **Our** liability for all benefits paid or payable during the term of this **Limited Warranty** shall not exceed the lesser of the (i) price **You** paid for the **Vehicle** (ii) Actual Cash Value of the **Vehicle** at the time of breakdown (iii) the following **Vehicle** system aggregate limits: up to two thousand five hundred (\$2,500.00 U.S.) dollars for *Transmission & Transfer Case* components; and/or up to one thousand five hundred (\$1,500.00 U.S.) dollars for *Front and Rear Drive Axle* components. The total aggregate limit for this **Limited Warranty** is four thousand (\$4,000.00 U.S.) dollars. Actual Cash Value of **Your Vehicle** is based according to current National Automobile Dealers Association (NADA) standards for the published average trade-in value of **Your Vehicle** on the date of loss with appropriate adjustments for mileage, condition, optional equipment and unrepaired prior damage excluding the repair needed.

This **Limited Warranty** terminates once the **Vehicle** as indicated on the Registration Page is purchased by a **Consumer**.

IN NO EVENT, WILL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS LIMITED WARRANTY INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS AND TO THE EXTENT PERMITTED BY LAW.

Except when otherwise required by law, The **Administrator** has sole discretion in determining and implementing repair procedures. **We** will not be responsible for any cost in excess of the actual **Repair Cost** provided for under this **Limited Warranty**. **ANY REPAIR OR REPLACEMENT UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM US WILL NOT BE REIMBURSED.**

No verbal or written representations have been made which may alter the terms and provisions of this Limited Warranty.

TERM

This **Limited Warranty** is provided to **You** for a specified period not to exceed three (3) months or five hundred (500) miles, whichever occurs first as measured from the **Effective Date** and odometer mileage as noted on the Registration page of this **Limited Warranty**. This **Limited Warranty** will automatically terminate at time of retail sale to a **Consumer**.

CANCELTION

Certain vehicles are ineligible as determined by the **Administrator**. The **Administrator** reserves the right to cancel this **Limited Warranty** if the **Vehicle** as listed on the Registration Page does not meet program guidelines. If a material misrepresentation is made by **You** at time of claim the **Administrator** may cancel this **Limited Warranty**. If the **Administrator** cancels this **Limited Warranty**, notice will be provided to **You**.

TRANSFER

This **Limited Warranty** may transfer to another dealer (**Transferee Dealer**) during the term as stated on the Registration Page if this **Limited Warranty** has not terminated as described within.

OTHER IMPORTANT LIMITED WARRANTY INFORMATION

THIS **LIMITED WARRANTY** IS NOT AN INSURANCE POLICY AND IS NOT SUBJECT TO STATE INSURANCE LAWS. IT IS A **LIMITED WARRANTY** BETWEEN **YOU** AND **US** FOR CERTAIN **COVERED REPAIRS** AS LISTED IN THE COVERAGE AND ADDITIONAL EXCLUSIONS SECTIONS OF THIS **LIMITED WARRANTY**. **YOU** SHOULD OBTAIN **YOUR OWN INSURANCE** FOR DAMAGE TO **YOUR VEHICLE**, INCLUDING DAMAGE THAT MAY BE COVERED BY THIS **LIMITED WARRANTY**. THIS **LIMITED WARRANTY** MAY BE SUBJECT TO STATE LAW CONCERNING WARRANTIES OR SERVICE CONTRACTS. This **Limited Warranty** gives **You** specific legal rights, and **You** may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to **You**. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or Exclusions may not apply to **You**.

Recommended maintenance procedures can be found in the **Vehicle** owner's manual. **You** must follow manufacturer's maintenance guidelines for **Your Vehicle**.

LIMITED WARRANTY ACTIVATION

This **Limited Warranty** must be activated by Auto Buyline Systems, Inc. auction where **You** purchased **Your Vehicle**. If **Your Vehicle** was purchased from Auto Buyline Systems, Inc. and as determined by **Us** qualifies for this **Limited Warranty**, then this Limited Warranty is available to **You**.

BUYERSHIELD WARRANTY FOR YOUR CONSUMER

If **You** sell the **Vehicle** during the term of this **Limited Warranty** this **Limited Warranty** will terminate. **You** may activate a one (1) month one thousand (1,000) mile BuyerShield Limited Warranty for the retail **Consumer** purchasing this **Vehicle** within seventy-two (72) hours of **Vehicle** sale. To activate this additional coverage, **You** must visit the BuyerShield Administrator portal at www.buyer-shield.com and complete the activation via instructions provided. Upon successful activation of **Your Consumer's** Limited Warranty, **You** will be provided a printable electronic copy of the **Consumer** Limited Warranty which must be delivered to the retail **Consumer** that purchased **Your Vehicle**. Failure to activate the **Consumer** Limited Warranty at time of **Vehicle** purchase will result in no additional coverage for **Your Consumer**.

DISPUTE RESOLUTION

The following does not apply in states where otherwise prohibited by applicable law: Any dispute arising out of or relating to this **Limited Warranty**, whether in contract, tort, statute, regulation, ordinance, in equity or otherwise and whether **Your** dispute is with the **Warrantor** shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration ("CPR Rules") by a sole arbitrator. **To initiate arbitration, You must notify the Warrantor in writing of Your desire to submit Your issue to arbitration.** Pursuant to CPR Rules, **You** and the **Warrantor** will first attempt to agree on a sole, neutral arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in, or within fifteen (15) miles of, the city where **You** purchased this **Vehicle**.