

**USED MOTOR VEHICLE LIMITED WARRANTY**

(The Key, LLC)

This **limited warranty** contract is between The Key, LLC, dba The Key Cars, an Oklahoma corporation (“Seller”), and \_\_\_\_\_ (“Buyer”), and is made effective as of \_\_\_\_\_, 20\_\_.

The covered vehicle is:	Year: _____.	Make/Model: _____.
VIN: _____.	Odometer Reading at Date of Sale: _____.	

**What is Covered:** After payment by Buyer of applicable non-refundable deductibles, and subject to all terms and conditions herein (including but not limited to the below **Maximum Coverage** and **Mileage Limitation** provisions), Seller will provide at its sole expense within a reasonable time 100% of the remaining labor, and 100% of the remaining parts, necessary to repair the failure of any of the immediately below listed items for the above vehicle (“Vehicle”) (“Covered Failures”):

**Engine (Gasoline/Diesel):** All internally lubricated parts within the engine, plus the cylinder heads, engine block, flywheel and ring gear, harmonic balancer, timing chain/belt, timing tensioner, oil pump and head gaskets.

**Transmission:** All internally lubricated parts within the transmission case.

**Fluids:** The replacement of fluids used in covered items, as necessary to make a covered repair.

A “repair” may include a replacement of any covered item, or, as Seller may elect, a combination of repair and replacement). Seller may use “used”, “remanufactured”, and/or “aftermarket” parts/components in fulfilling its warranty obligations. Seller is the sole “warrantor” hereunder. (Provided, however, Seller may seek reimbursement and/or allocate costs of warranty claims between itself and others, as they may agree). Unless Seller agrees otherwise in advance in writing all warranty repairs shall be made by Seller at Seller’s facility or at a “Preferred Repair Facility.” A “Preferred Repair Facility” shall refer to any repair facility that Seller specifically designates. The designation of Preferred Repair Facilities may be changed or terminated at any time in the sole and absolute discretion of Seller. A covered repair proposed by Buyer to be made at a Preferred Repair Facility must be authorized in advance by Seller in writing.

A covered repair proposed by Buyer to be made by a third party (**not** a Preferred Repair Facility) must be authorized in advance by Seller in writing, the claim for payment for such repair must then be subsequently justified by bona fide receipts and repair tickets, and said claim shall be reimbursable, after Buyer’s payment of applicable deductibles, at 50% of the face amount of said receipts, or 50% of the fair market value of said repairs, whichever is less. Seller shall have sole and absolute discretion to approve or disapprove any repair by a third party (for any reason or no reason whatsoever). Under no circumstances shall Seller have any obligation to pay a claim for a covered repair made by Buyer, or by persons who are not in a previously established and full-time business of automobile repair.

At all times under the Warranty Term, Buyer must have substantially and timely completed (at Buyer’s sole expense) the factory required and recommended maintenances/services on the Vehicle and provide reasonable documentation of same to Seller. The failure to do so shall void the limited warranty, thereby releasing Seller of all warranty obligations. Buyer is not required to have factory required or recommended maintenance performed by Seller.

**Warranty Term:** Unless sooner terminated as provided herein, and subject to all terms and conditions provided herein, the term of the limited warranty hereunder is 120 months from the date of sale. **The Warranty term is subject to the “Mileage Limitation” below. Each reported “Covered Failure” occurring during the Primary Warranty Term is subject to the “Maximum Coverage” provision below, and also a separate \$200.00 non-refundable deductible per Covered Failure, payable to Seller.** (E.g., if customer is reporting in month five (5) a covered transmission failure and a covered engine failure, the Buyer’s total deductibles for these failures are the aggregate sum of \$400.00).

**Maximum Coverage:** The maximum open/fair market aggregate value of the repairs Seller must provide or pay for with respect to any single Covered Failure during the Warranty Term is the wholesale value of the Vehicle (per the regional N.A.D.A. Guide for the month of the claim) or \$3,000.00, whichever is less. Seller’s aggregate obligation for covered warranty claims under this limited warranty (under any terms or combination of terms) shall not exceed \$15,000.00 fair market value (before all deductibles are applied).

**What is Not Covered:** The following are not covered under the terms of this limited warranty:

- **Failures Caused (In Whole or in Part) by Lack of Preventive Maintenance, Checks and Services (PMCS):** Any otherwise covered failure that is caused (in whole or in part) by Buyer’s failure to properly and/or timely perform PMCS that is recommended or required by the manufacturer.
- **Aftermarket Equipment/Item:** Any failure of an otherwise covered item where the failed item is an aftermarket or “custom” item that was not installed by the manufacturer or manufacturer’s factory authorized dealer at time Vehicle was “new” and for which the Seller’s records do not show to have been installed on the Vehicle at time of Seller’s sale to Buyer.
- **Noises:** “Rattles,” squeaks, wind noises, and any other noises/annoyances attributable to an otherwise covered item.

**What is Not Covered (continued from page 1):**

• **Miscellaneous Items and Circumstances:**

- Any otherwise covered failure that is the subject of the Vehicle manufacturer's warranty, manufacturer's recall program, or the subject of manufacturer's Technical Service Bulletin.
- Failures caused (in whole or in part) by the failure of a non-warranted item, part, or system.
- Failures caused (in whole or in part) by Buyer's lack of proper maintenance (as reasonably determined by Seller), including lack of appropriate fluid levels.
- Failures caused (in whole or in part) by continued operation of the Vehicle after the occurrence of a mechanical breakdown or warning light/gauge notice.
- Failures caused (in whole or in part) by a faulty repair made post sale which was not made by Seller (or Seller's agent/subcontractor).
- Failures caused by post sale accident, collision, theft, tampering, misuse, abuse, negligence, vandalism, weather, improper or contaminated fuel, or so called "acts of God."
- Failures caused by road hazards/road debris.
- Repairs for otherwise Covered Failures that are made by third parties without advance written approval by Seller.
- Anything not listed above under "What is Covered" is not covered.
- Any other situation under this agreement for which coverage is excluded.

**How to Make a Warranty Claim: Step 1:** Buyer must report the Covered Failure to Seller by telephone (877-567-6301) as soon as reasonably possible, but in any event, no later than the third business day following the date of the failure. (Upon the Buyer's failure to do so, Seller may treat the failure as a non-warranted item excluded from the warranty). **Step 2:** Buyer must deliver the Vehicle (at Buyer's expense) to Seller at Seller's facility in Oklahoma City, Oklahoma, or if the repair is proposed to be made by a third party, obtain Seller's advance approval in writing for the same. **Step 3:** Seller will inspect Vehicle, verify coverage, at which point Buyer shall pay any applicable non-refundable deductibles.

**Mileage Limitation:** At all times under the Warranty Term, Buyer shall be permitted to drive the Vehicle **up to an average rate of 2,000 miles per month of Buyer's ownership of the Vehicle.** If upon inspecting the Vehicle (as provided in Step 3 above), Seller inspects the Vehicle's odometer and discovers Buyer has driven in excess of an average rate of 2,000 miles per month of Buyer's ownership of the Vehicle, Seller may refuse to provide and/or approve any covered repair.

**Additional Terms:** Notwithstanding any contrary agreement or statements by, or to Seller, Seller's limited warranty does not apply to a Vehicle used for commercial/business purposes. Any otherwise applicable limited warranty applies only where the Vehicle is being used for the purpose of Buyer's (or a legal dependent of the Buyer residing full time with Buyer) personal, family, and/or household transportation. Use of the Vehicle for exhibition, off road use, "for hire," use at any race track, for speed or endurance contest of any kind, or for taxi or other ride-sharing services, voids the warranty. Loaner vehicles, rental cars, and/or transportation expenses are not covered. Concurrent with Seller's re-delivery of the Vehicle to Buyer after repairing a Covered Failure, Buyer shall pay Seller for any parts and/or labor (plus applicable taxes) reasonably incurred by Seller that Seller was not obligated to provide hereunder, including any PMCS item necessarily performed in order to complete the covered repair (e.g., oil filter replacement). This warranty does not have "cash value" or obligate Seller to pay money to Buyer(s). Buyer's rights under this warranty agreement are not transferable, and this prohibition includes any transfer by operation of law (e.g., death, bankruptcy). Assignment or attempted assignment of any rights under this agreement voids the warranty. **THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

**Seller is not responsible for paying to Buyer towing/rental car, transportation expenses, lost wages, compensation for Buyer's "time and/or trouble", or any other consequential damages or losses related to warranty claims made hereunder, including any claims under implied warranties. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

Unless Buyer is participating in Seller's (or Seller's assignee's) Creditor Placed Insurance (CPI) program, Buyer is required to carry full coverage insurance on the Vehicle. Additionally, Buyer is required to make installment payments on time, and to otherwise comply with all terms and conditions of Buyer's finance contract. The occurrence of an otherwise Covered Failure is not a breach by Seller (or Seller's assignee) of any contract with Buyer and does not justify Buyer suspending payments or offsetting sums owed under Buyer's finance contract. Seller's obligation to perform under this warranty agreement shall be suspended until Buyer provides proof to Seller that any contractually required full coverage insurance coverage is in place (or, as applicable, that Buyer's CPI obligations are current), and that Buyer is not in default of Buyer's finance contract (and related agreements) with Seller or Seller's assignee. Under all circumstances, Seller's obligations hereunder shall cease (including any obligation on a preexisting Covered Failure) and the term of the warranty expire/terminate upon the Vehicle being assigned for repossession following Buyer's default under Buyer's finance contract **Any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are hereby limited to the same duration of this limited warranty. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

By their signature below, Buyer(s) agree(s) that they have received a copy of this limited warranty, have read and understand it, and agree to the terms and conditions stated therein.

\_\_\_\_\_  
Buyer (1)

\_\_\_\_\_  
Buyer (2)

The Key, LLC, dba The Key Cars  
208 W. I-240 Service Rd.  
Oklahoma City, OK 73139  
(405) 526-7000  
By: \_\_\_\_\_