

NEAL AUTO PARTS INC.

EXTENDED SERVICE AGREEMENT AND LIMITED WARRANTY

THIS EXTENDED SERVICE AGREEMENT AND LIMITED WARRANTY COVERS THE INDICATED COMPONENTS OR THE COMPONENTS IDENTIFIED ON THE CUSTOMER'S INVOICE. THE EXTENT OF COVERAGE IS SPECIFIED ON THE INVOICE. IF NO COVERAGE IS SPECIFIED ON THE INVOICE, A 101 DAY PARTS ONLY WARRANTY APPLIES:

- ENGINE:** Engine long block assembly, including all internal lubricated parts, i.e., rings, pins, crankshaft, main bearings, the connecting rods and rod bearings, camshaft and camshaft bearings, timing chain, gears, rocker arms, valves, valve springs, valve guides, valve seals, valve push rods, valve lifter, and oil pump. Additionally, the engine head(s), engine block, and cylinder barrels will be covered if they are damaged solely as a result of the mechanical failure of one or more of the internal lubricated components specified above. Accessory items, including but not limited to, electrical components of all types (distributor, alternator, and all sensors and electrical control devices), fuel systems (including carburetors, fuel injection system(s), fuel pump), water pump, thermostats, soft plugs, manifolds, oil pan, and valve covers, pollution controls, gaskets, seals, filters, mounts, linkage, and fluid are not covered by this Agreement.
- TRANSAXLE:** All internal lubricated parts contained within the transaxle case. The transaxle case itself if damaged solely as a result of the mechanical failure of one or more of the internal lubricated components contained within the drive axle housing. Accessory items, including but not limited to, electrical controls, linkage, mounts, seals, gaskets, or fluids are not covered by this Agreement.
- DIFFERENTIAL:** All internal lubricated parts contained within the drive axle housing case. The drive axle housing itself if damaged solely as a result of the mechanical failure of one or more of the internal lubricated components contained within the drive axle housing. Accessory items, including but not limited to, backing plates, all brake system components, cables or controls or linkage vents, pumps or U-joints, electrical controls, mounts, seals, gaskets or fluids are not covered by this Agreement.
- TRANSMISSION (Automatic or Standard):** All internal lubricated parts contained within the transmission case. The transmission case itself if damaged solely as a result of the mechanical failure of one or more of the internal lubricated components contained within the transmission case. Accessory items, including but not limited to, modulators, governors, electrical controls, linkage, mounts, seals, gaskets, or fluids are not covered by this Agreement.

PURCHASES WITH LIMITED LABOR WARRANTY

If your purchase included a parts and labor warranty, then this section applies to you. Subject to the limitations stated in this Agreement, Neal Auto Parts, Inc. agrees at its option, either to reimburse the customer for or to repair or replace covered components if the covered component fails as a result of the mechanical failure of one or more of the internal lubricated parts in the components listed above or, as to other components, defects in material or workmanship within the time stated in your invoice from the date of purchase while the component is being used under the conditions and in the manner specified by its original manufacturer.

Subject to its limit of liability, Neal Auto Parts, Inc. will provide or pay for labor to repair or replace covered components and will provide or pay for covered components or parts and all necessary oil filters, and gaskets in connection with the repair or replacement. The number of hours of labor for which Neal Auto Parts, Inc. will pay shall be determined by using either Motor's Flat Rate Manual or Mitchell's Flat Rate Manual. Neal Auto Parts, Inc. will reimburse or pay the actual charges for the hours of labor set forth in either of said Manuals up to a maximum rate of \$50.00 per hour. Accordingly, this Extended Service Agreement and Limited Warranty may not provide or pay for 100% of the costs of a repair or replacement. Only replacements, repairs, or costs authorized by Neal Auto Parts, Inc.'s Warranty Administrator are covered. Authorization may be obtained by telephone. Prior to any such authorization, Neal Auto Parts, Inc. reserves the right to inspect the component(s) or part(s) covered by this Agreement. In the event that Neal Auto Parts, Inc.'s Warranty Administrator will not authorize a replacement, repair, or cost proposed by a repair facility selected by the customer. Neal Auto Parts, Inc. shall have the right to select a repair shop to perform a covered repair or replacement.

The customer acknowledges that the component(s) purchased by the customer and covered by this Agreement were recycled components when purchased. In the event the component(s) are replaced under this Agreement they will be replaced by recycled components of like kind and quality. If the components are repaired under the terms of this Agreement, they will be repaired or rebuilt with components or parts of like kind and quality. Any reimbursement will be based on the cost of recycled components.

The maximum to be paid or incurred by Neal Auto Parts, Inc. for the repair, replacement reimbursement including allowances for labor charges, will be in an amount equal to 1.5 times the purchase price paid to Neal Auto Parts, Inc. for the covered component.

PURCHASES WITH LIMITED PARTS ONLY WARRANTY (NO LABOR)

NEAL AUTO PARTS, INC. warrants for recycled parts sold by us from our inventory to any customer that we will, at our option, either refund the purchase price of the part, repair, or provide a free replacement of the part or any of the component parts listed above found under normal use to be defective in materials or workmanship within 101 days of date of purchase.

**I understand that this Limited Warranty covers the purchased part and does not include any allowance for labor in the event of a failure.**

THIS AGREEMENT AND LIMITED WARRANTY IS VOID IF:

1. Neal Auto Parts, Inc. is not provided a reasonable opportunity for inspection of a covered component or part prior to removal, repair, or replacement of any covered component or part.
2. The damage to the component is caused by a non-covered component or part or by any part of component not purchased from Neal Auto Parts, Inc.
3. The customer fails to follow the minimum maintenance requirements suggested by the component's or part's manufacturer.

**THERE IS NO OTHER EXPRESS WARRANTY ON ANY COVERED COMPONENT.**

**ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

**NEAL AUTO PARTS, INC. SHALL NOT HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF A BREACH OF THIS AGREEMENT AND WARRANTY.**

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.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

In the event of litigation arising out of this transaction, if Neal Auto Parts, Inc. is the prevailing party, it shall be entitled to recover its attorneys' fees, costs, and expenses, including expert witness fees.

Date	Type of Vehicle	Neal's Invoice Number	Customer's Signature