

ELITE SERIES SECURITY SYSTEM

Limited Warranty

Last Name	INFORMATION First	Street Address		Apt #
Last Name	1 1131	Olifet Address		Дρι
City State, Zip		Phone#	Email	Address
VEHICLE INF	ORMATION			
Year Ma	anufacturer	Model	Vehicle I.D.	Number
Purchase Date		Lender		Mileage
Purchase Price	9		Vehicle	Stock #
DEALER INFO	ORMATION			
Dealership Nam	ne			Phone #
Street Address		City	State	Zip
COVERAGE C	OPTIONS			
Activate Elite	with New Car Replac	ement - Includes Locate and Recov	ery Assistance	
1 Year Ne	ew Car Replacement		Cost: \$	
THIS	S AGREEMENT IS A	LIMITED PRODUCT WARRANTY	AND IS NOT INSURANCE	
		surance laws but is subject to state		
System is not based upon p	a requirement to obtoerformance of the KA	e and upgrade your factory alarm with ain financing or for the purchase of RR Security System and is non-refund in conjunction with and on the same of	the vehicle. This Limited War dable and non-cancelable. The	ranty is e KARF
In the event of This will enabl important to no by APG Holdor vehicle if it is s	f your vehicle being store us to collaborate with ote that KARR Security o, LLC. ("we"). Our role	plen, please contact us at 1 (800) 395 h local law enforcement in our efforts is not a law enforcement agency but a involves working closely with the police	5-5277 along with a police thefi to locate and recover your veh branded product owned and o	t report nicle. It's operated
Print Name				

Administrator/Warrantor:

Customer Signature

Date

Century Automotive Service Corporation California License No. 0C88598 8659 Research Dr. Irvine, CA 92618 1 (800) 395-5277

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Dealership Representative's Signature

LIMITED WARRANTY

1 Year KARR Security Vehicle Replacement Program

In the event that your vehicle is deemed a total loss due to theft, by your insurance company, you will receive the difference between the value of your stolen vehicle and the cost of a replacement vehicle subject to the terms and conditions stated on this form.

The Warrantor's performance under this Contract is insured by American Commerce Insurance Company at 211 Main Street, Webster, MA 01570, ph. 1 (877) 778-3450. If a covered claim is not paid within 60 days after proof of loss has been filed, you may file a claim with American Commerce Insurance Company at the address listed.

This is a limited warranty subject to the terms and conditions provided herein.

TERMS AND CONDITIONS

IMPORTANT NOTICE: FAILURE TO SUBMIT ANY OF THE REQUIRED DOCUMENTS WILL RESULT IN DENIAL OF CLAIM. VEHICLE OWNER MUST NOTIFY KARR SECURITY SYSTEMS OF THE THEFT WITHIN 30 DAYS OF LOSS OR ITS DISCOVERY. ABSOLUTELY NO CLAIM WILL BE PAID IF NOTIFICATION WAS NOT SUBMITTED TO KARR SECURITY SYSTEMS WITHIN THIS TIME FRAME. YOU CAN NOTIFY KARR BY CALLING 1 (800) 395-5277.

1. **DEFINED LIMITED WARRANTY:** Upon presentation of verification of valid loss, as defined below, the Warrantor will pay, on your behalf, the difference between the actual cash value of your vehicle at the time of the theft as determined by your insurance company and the cost of the replacement vehicle. Tax, license or other governmental fees are not covered by this product Limited Warranty. Maximum benefit payable is \$20,000.

IN NO EVENT WILL THE PAYMENT BE MADE DIRECTLY TO THE CUSTOMER.

- 2. **DEFINED REPLACEMENT VEHICLE**: New Vehicle at time of Purchase: The defined replacement vehicle for a new vehicle is a current model year vehicle of the same make and model, including, but strictly limited to, the identical factory options and accessories affixed to the original vehicle at the time of delivery. <u>Used Vehicle</u>: The defined replacement vehicle for a used vehicle is a similarly aged vehicle of the same make and model, including, but strictly limited to, the identical factory options and accessories, affixed to the original vehicle at the time of delivery. The replacement vehicle will be the same number of years old as your stolen vehicle at the time you originally purchased it.
- 3. AGREED (or maximum) REPLACEMENT COST: In no case shall the replacement cost exceed dealer invoice plus \$1,000.00 for a new car, or NADA wholesale (Trade in) plus \$1,000.00 for a used car.
- 4. VALID LOSS: A loss is valid if the registered vehicle (a) is covered by comprehensive theft insurance, and (b) stolen and not recovered within 30 days, or stolen and recovered but deemed a total loss by the insurance company and (c) the following proof is provided.
- 5. PROOF OF VALID LOSS: A claim is valid only upon receipt by KARR Security Systems of legible copies of all the following: (a) proof that the vehicle was covered by insurance at the time of theft; and (b) proof of payment by the insurance company; and (c) the police report verifying the theft of the registered vehicle; and (d) proof of payment of the KARR Security System.

This Limited Warranty applies only to thefts occurring in the Continental USA and only to the original purchaser of the KARR Security System Upgrade. The original purchaser must be the registered owner at the time of the vehicle theft in order to qualify for any benefit. The replacement vehicle must be purchased within 60 days of the date the comprehensive insurance company makes their settlement. You must contact the Warrantor within the 60 days of insurance settlement. If you are unable to purchase the replacement vehicle before this deadline, the benefit will be denied. In the event the customer wishes to upgrade the replacement vehicle, the Warrantor will only pay the amount the customer would receive if replacing the same model as specified in this Agreement. In the event the customer wishes to purchase a vehicle of lesser value than the defined replacement vehicle, our benefit will be based on the agreed (or maximum) replacement cost of the less expensive vehicle. This Limited Warranty is based upon performance of the KARR Security System and is non-refundable, non-cancelable and non-transferable by the purchaser. A KARR Security System must be permanently installed on the purchaser's vehicle, by an authorized KARR Security Systems technician. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

EXCLUSIONS

This KARR Security System is sold with a Limited Warranty, but the Limited Warranty absolutely does not apply to the following:

- 1. Claims as a result of fraud or misrepresentation by or on behalf of the purchaser of the vehicle security system.
- 2. Any service contracts or agreements or any accessories or improvements in the replacement vehicle unless such accessories were permanently affixed to the vehicle by the manufacturer.
- Any claim resulting from war, strike, riot or civil commotion, malicious damage or sabotage during any kinds of public unrest.

This Limited Warranty will not be honored if vehicle is seized by any government and Limited Warranty is void in jurisdictions where its terms may be in conflict with State or Federal law. This Limited Warranty applies only to individual acts of theft, and the consequential non-recovery of vehicle, not related to said public unrest. No benefit will be paid under this Limited Warranty if your comprehensive insurance company denies the theft claim.

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CLAIMS PROCEDURES

- 1. All claims must be reported to the Administrator through the Claims department within 30 days of the theft at 1 (800) 395-5277.
- 2. Send legible copies of all of the following required documentation to the Administrator in order to process a claim:
 - a. Copy of Police report that evidences covered vehicle was stolen.
 - b. Copy of the original dealer buyers order with detailed list of factory installed equipment, if any, for the covered vehicle.
 - c. Copy of dealer invoice on suggested replacement vehicle.
 - d. Copy of payment from the personal lines insurer.
 - e. Copy of receipt of purchase and installation of the KARR Security System.
- 3. IMPORTANT NOTICE: Failure to submit any of the above documents will result in denial of any claim.

THE KARR SECURITY SYSTEM ADMINISTRATOR makes the following warranty to YOU as the original purchaser of this system. Should YOUR vehicle in which the KARR ANTI-THEFT SYSTEM is originally installed by an authorized dealer and while the system is operational and activated be stolen and not recovered or if stolen and recovered be deemed a total loss for theft insurance purposes, then subject to the following conditions, YOU will be refunded the comprehensive auto insurance deductible on your existing insurance not to exceed \$2,000.00. This Limited Warranty is effective for thefts occurring within one (1) year from the original date of purchase providing that: (A) the attached registration form has been completed in full and received by the KARR Administrator at the address shown below with a postmark that is within 30 calendar days from the original date of purchase; (B) YOU properly and completely identify the vehicle in which the KARR ANTI-THEFT SYSTEM has been installed; (C) YOUR vehicle is registered within the United States of America or Canada; (D) the theft of YOUR vehicle occurs within the United States of America or Canada; (E) YOU file a complete theft report with the police or other law enforcement agency having jurisdiction at the location of the theft; (F) YOU have comprehensive or theft insurance in force on the vehicle at the time of the theft and YOU have filed a claim for the theft of the vehicle with YOUR insurance carrier; and (G) the theft claim with YOUR insurance carrier is settled and final payment from them has been received.

MECHANICAL DEFECT WARRANTY KARR SECURITY SYSTEMS 3-YR OR 36,000 MILE LIMITED WARRANTY

KARR SECURITY SYSTEMS CORPORATION (the Company) warrants to the ORIGINAL PURCHASER of this security system that should any included control relay(s), siren, electronic module or transmitters under normal use and conditions, be proven defective in material or workmanship DURING THE FIRST 3 YRS OR 36,000 MILES OF USE (whichever comes first), IN THE CAR IN WHICH IT IS ORIGINALLY INSTALLED, such defect(s) will be repaired or replaced (at the Company's option) without charge for parts or labor directly related to repairs of the defect(s).

If warranty service is required, please call our office for repairs or replacement at 1 (800) 395-5277.

To obtain repair or replacement within the terms of this Limited Warranty, the product is to be delivered with proof of warranty coverage (e.g. dated bill of sale), specification of defect(s), to an approved warranty station. This Limited Warranty is valid for the original purchaser only and may not be transferred. This Limited Warranty is valid only in the continental United States and Canada.

This Limited Warranty is in lieu of all other express warranties or liabilities. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY. ANY ACTION FOR BREACH OF ANY WARRANTY HEREUNDER INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY MUST BE BROUGHT WITHIN A PERIOD OF 40 MONTHS FROM DATE OF ORIGINAL PURCHASE. IN NO CASE SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WHATSOEVER. No person or representative is authorized to assume for the Company any liability other than expressed herein in connection with the sale of this product.

The Company does not warrant that this product cannot be compromised or circumvented. THE EXTENT OF THE COMPANY'S LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT PROVIDED ABOVE AND, IN NO EVENT, SHALL THE COMPANY'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY THE PURCHASER FOR THE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damage so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

STATE SPECIFIC PROVISIONS

This 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.

California: The following disclosure(s) are added to this Limited Warranty:

To be eligible for this Limited Warranty, You must have comprehensive insurance coverage on the Vehicle that is protected by the antitheft device.

Failure to sign and return the first page of this Limited Warranty does not diminish Your rights under this Limited Warranty.

Hawaii: Unresolved complaints concerning a registered Warrantor or questions concerning the regulation of a Warrantor may be addressed to the Hawaii Department of Commerce and Consumer Affairs at P.O. Box 3614, Honolulu, HI 96811, ph. 1 (808) 586-2790.

Idaho: Coverage afforded under this Limited Warranty is not guaranteed by the Idaho Insurance Guarantee Association.

Massachusetts: THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE.

<u>Mississippi</u>: This Limited Warranty is regulated by the Mississippi Motor Vehicle Commission, 1755 Lelia Dr., Ste. 200, Jackson, MS 39216, ph. 1 (601) 987-3995.

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New Hampshire: In the event that You do not receive satisfaction under this Limited Warranty, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Ste. 14, Concord, NH 03301, ph. 1 (603) 271-2261.

New Jersey: The following disclosure(s) are added to this Limited Warranty:

THIS LIMITED WARRANTY IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS.

Any questions concerning this Limited Warranty may be directed to the Division of Consumer Affairs at 124 Halsey St., Newark, NJ 07101, ph. 1 (973) 504-6200, or at their website (www.njconsumeraffairs.gov).

Any questions regarding the Limited Warranty reimbursement insurance policy may be directed to the New Jersey Department of Banking and Insurance at 20 West State St., P.O. Box 325, Trenton, NJ 08625, ph. 1 (800) 446-7467, or at their website (www.state.nj.us/dobi/index.html).

North Dakota: The following disclosure(s) are added to this Limited Warranty:

PAYMENTS OR REIMBURSEMENTS UNDER THIS LIMITED WARRANTY SHALL BE PAID IN A FLAT AMOUNT NOT TO EXCEED \$7,500.

This Limited Warranty will not duplicate any benefits or expenses paid to You by the insurer providing comprehensive coverage to the covered Vehicle.

Ohio: This Limited Warranty is not subject to the insurance laws of Ohio, contained in Title XXXIX of the Ohio Revised Code. This Limited Warranty may not include all the benefits or protections of an insurance policy that includes theft coverage issued by an insurer authorized to do business in Ohio.

Oklahoma: The following disclosure(s) are added to this Limited Warranty:

The Warrantor of this Limited Warranty is Century Automotive Service Corporation, P.O. Box 3809, Albuquerque, NM 87190-3809. Century Automotive Service Corporation's Oklahoma Service Warrantor Association license number is 44199013.

Coverage afforded under this Limited Warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

This Limited Warranty is not issued by the manufacturer or wholesale company marketing this product, nor will this Limited Warranty be honored by such manufacturer or wholesale company.

The following cancellation language is added to "Terms and Conditions," and supersedes any similar language:

CANCELLATION BY YOU: You may cancel this Limited Warranty at any time by notifying the Warrantor in writing of Your intent to cancel. If You cancel this Limited Warranty within 30 days of the Sale Date, We shall refund the full Limited Warranty Purchase Price. If You cancel this Limited Warranty after the first 30 days, Your refund shall be based upon 100% of the unearned pro rata Purchase Price, less any claims paid and less a service charge of 10% of the Purchase Price or \$50, whichever is less.

CANCELLATION BY WARRANTOR: If We cancel this Limited Warranty for any reason, Your refund shall be based upon 100% of the unearned pro rata Purchase Price, less any claims paid.

In the event of cancellation, the lienholder, if any, shall be named on the refund check, and, in the event of cancellation upon repossession, the sole payee.

Oregon: In the event that You do not receive satisfaction under this Limited Warranty, You may contact the Oregon Department of Insurance, Department of Consumer and Business Services, Consumer Advocacy Unit at 350 Winter St. NE, Room 440, Salem, OR 97309, toll-free ph. 1 (888) 877-4894.

South Carolina: The following disclosure(s) are added to this Limited Warranty:

THIS LIMITED WARRANTY IS NOT INSURANCE AND PAYMENTS OR REIMBURSEMENTS UNDER THIS LIMITED WARRANTY MAY NOT EXCEED \$5,000.

In the event of a dispute with the Warrantor, You may contact the South Carolina Department of Insurance, Capital Center, at 1201 Main St., Suite 1000, Columbia, SC 29201, ph. 1 (800) 768-3467.

<u>Virginia</u>: If any promise made in this Limited Warranty has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.wirginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: The following disclosure(s) are added to this Limited Warranty:

This Limited Warranty is considered to be a Protection Product Guarantee, subject to the requirements of Chapter 48.110 RW. All references to Limited Warranty are deleted and replaced with Protection Product Guarantee.

Our obligations under this Protection Product Guarantee are guaranteed by a reimbursement insurance policy (USA-001 XOL) issued by American Commerce Insurance Company. You, as a Protection Product Guarantee Holder, are entitled to apply directly and without delay to American Commerce Insurance Company for payment or performance due, at 211 Main St., Webster, MA 01570, ph. 1 (877) 778-3450.

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