

PLEASE KEEP A COPY OF THIS LIMITED WARRANTY IN YOUR VEHICLE

CONTRACT HOLDER					
CUSTOMER'S NAME			CO-CUSTOMER'S NAME		
ADDRESS		CITY	STATE	ZIP	
PHONE NUMBER		EMAIL ADDRESS			
VEHICLE INFORMATION					
YEAR	MAKE	MODEL			
VIN	CURRENT ODOMETER	VEHICLE PURCHASE DATE	VEHICLE PURCHASE PRICE	CONTRACT TERM 100 DAYS/4,189 MILES	
DEALERSHIP					
DEALERSHIP NAME		PHONE NUMBER	DEALERSHIP NUMBER		
ADDRESS		CITY	STATE	ZIP	

I have read and understand this Limited Warranty ("Limited Warranty"):

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Signature of Co-Customer

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Signature of Dealer Representative

### COVERAGE: 100 DAY/4,189 MILE LIMITED WARRANTY

- (1) Coverage Term - This portion of the Coverage ends with either of the following, whichever occurs first: (i) 100 days from Vehicle Purchase Date or (ii) when Your Vehicle has been driven 4,189 miles measured from the Current Odometer reading (indicated above).
- (2) Covered Parts – Repairs on all assemblies and parts are covered on Your Vehicle under the 100 Day/4,189 Mile Limited Warranty except the following items or conditions, which are excluded and not covered unless otherwise required by state law:
  - Interior or Exterior Cosmetic Imperfections
  - Replaceable/Wearable Parts
  - Recommended Maintenance
  - Aftermarket Accessories
- (3) In-Network Deductible - \$0; Out-of-Network Deductible - \$200

### DEFINITIONS

- (1) "Administrator" means SilverRock Automotive Inc, PO Box 29087, Phoenix, AZ 85038-9087, Toll Free: (866) 628-3905.
- (2) "Breakdown" means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service due to defects in material or workmanship; provided, however, such meaning is specifically limited by those certain conditions under which a failure of a Covered Part is not deemed a Breakdown as identified in the section captioned "Exclusions".
- (3) "Coverage" means the 100 Day/4,189 Mile Limited Warranty as described herein, subject to these terms and conditions.
- (4) "Covered Part" means an item listed as a Covered Part in the applicable "Coverage" sections above.
- (5) "Customer", "Co-Customer", "You", and "Your" mean the individual(s) identified in this Limited Warranty.
- (6) "Dealership", "We", "Us" and "Our" mean Carvana, LLC. This Limited Warranty is provided to You by Us.
- (7) "Interior or Exterior Cosmetic Imperfections" means any physical defects on your vehicle that do not affect the drivability or safety of the vehicle.
- (8) "Recommended Maintenance": means any normal or scheduled maintenance – the parts and services that all vehicles routinely need. This includes, lubrication, engine tune-ups, replacing filters of any kind, coolant, spark plugs, bulbs or fuses (unless those costs result from a covered repair) and cleaning and polishing.
- (9) "Replaceable/Wearable Parts" means any part that is designed to wear down or be replaced with general maintenance of the vehicle. Wearable components include but not limited to your drive belt, tires, brake pads, brake rotors, clutch material (in manual transmissions), wiper blades and fluids.
- (10) "Repair Visit" means a visit to a repair facility to perform a diagnosis, teardown, or a covered repair.
- (11) "Your Vehicle" means the Customer's vehicle identified in this Limited Warranty.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

**YOUR OBLIGATIONS**

- (1) In order for this Limited Warranty to remain in force, You must properly operate, care for and maintain Your Vehicle as recommended by Your Vehicle's manufacturer.
- (2) Either You or Your licensed repair facility must obtain the Administrator's authorization number prior to beginning any covered repair.
- (3) You are responsible for paying the Deductible indicated for each Repair Visit.
- (4) You are responsible for authorizing and paying for any teardown or diagnosis time needed to determine if Your Vehicle has a covered Breakdown. In the event the vehicle requires teardown for diagnosis, the repair facility will need to contact the Administrator prior to beginning teardown. If it is subsequently determined that the repair is needed due to a covered Breakdown then We will pay for this part of the repair. If the failure is not a covered Breakdown then You are responsible for this charge.

**OUR OBLIGATIONS**

- (1) If a covered Breakdown of Your Vehicle occurs during the term of this Limited Warranty, We will:
  - (a) Repair or replace, as the Administrator deems appropriate, the Covered Part(s) which caused the Breakdown if You have met Your obligations and if the Breakdown is not excluded under the Exclusions section. Replacement parts may be of like kind and quality, subject to Administrator's discretion. This may include the use of new, remanufactured or used parts as determined by the Administrator.
  - (b) Reimburse You for a rental car at the rate of up to \$40.00 per day for a maximum of \$400 per Breakdown or series of Breakdowns related in time or cause. The rental car reimbursement benefit is calculated using the total labor time required to repair the Breakdown(s), such that every (8) labor hours (or additional portion thereof) qualifies You for one (1) day of rental car reimbursement. Required labor time is determined from the national repair manual in use by the repair facility. To receive rental benefits you must supply Administrator with Your receipt from a licensed rental agency within ninety (90) days. Administrator is not responsible for rental costs incurred due to delays in the repair process caused by the repair facility.

**FOR EMERGENCY ROADSIDE ASSISTANCE – CALL TOLL FREE (888) 300-8607**

- Towing. Limit of [\$75] per incident or failure related in time or cause.
- Gasoline and fluids. An emergency supply will be provided when an immediate need arises. Limit of [\$75] per occurrence. You are responsible for cost of fluids delivered.
- Flat tire assistance. Removal and replacement with Your provided spare. Limit of [\$75] per occurrence.
- Lock-out assistance. Service will provide for a locksmith to gain entry to Your Vehicle if the keys are locked inside. Limit of [\$75] per occurrence.
- Battery jump start. A jump start will be provided when an immediate need arises due to a drained battery. Limit of [\$75] per occurrence.

**WHAT TO DO IF YOU HAVE A BREAKDOWN**

- (1) In the event of a Breakdown, follow this step by step procedure:
  - (a) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle in a safe place, turn off the engine, and have Your Vehicle towed.
  - (b) Instruct Your repair facility to contact the Administrator at Toll Free (866) 628-3905 for instructions before any repairs are started on Your Vehicle. All repair work must be performed by a licensed repair facility.
  - (c) Furnish the repair facility or Administrator with such information as this Limited Warranty may reasonably require. This includes receipts for towing and signed repair orders (indicating dates and mileage).
- (2) If Your Vehicle requires an emergency repair outside of the Administrator's normal business hours, then You must fulfill Your Obligations and retain any replaced parts for the Administrator's inspection. You must contact the Administrator the next business day for instructions on submitting the claim. For an emergency repair to a Covered Part Your claim will not be denied solely for lack of prior authorization. "Emergency repair" means only repair outside of Administrator's normal business hours.
- (3) Absent prior written approval by Administrator, all claim documentation must be received by Administrator within ninety (90) days of claim authorization date.

**COVERAGE EXCLUSIONS**

- (1) All parts or services not specifically listed as Covered Parts under the applicable Covered Parts section of this Limited Warranty are not covered.
- (2) This Limited Warranty provides no benefits or coverage and We have no obligation under this Limited Warranty for:
  - (a) A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
  - (b) A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.
  - (c) A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
  - (d) Repair of any parts during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of a Covered Part. Such replacement is considered betterment and is not covered.
  - (e) A Breakdown caused by or involving modifications or additions to Your Vehicle or Covered Parts unless those modifications or additions were performed or recommended by the manufacturer.
  - (f) A Breakdown caused by or involving off-roading, misuse, abuse, lift kits, lowering kits, oversize or undersize tires, racing components, racing or any form of competition.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

LIMITED WARRANTY NUMBER

- (g) Any repair which would normally be provided by Your Vehicle manufacturer, a repair shop or part supplier under their respective warranty(s).
- (h) Costs or other damages caused by the failure of a part not listed under Covered Parts.
- (i) Damage to Your Vehicle caused by continued vehicle operation after the failure of a Covered Part.
- (j) 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 Breakdown.
- (k) A Breakdown caused by overheating, rust, corrosion, or physical damage.
- (l) A Breakdown or damage to Your Vehicle caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
- (m) A Breakdown not occurring in the United States or Canada.
- (n) 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.
- (o) 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.
- (p) Any cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- (q) Any part not covered by, or excluded by Your Vehicle's manufacturer's warranty.
- (r) Adjustments of or to, repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer.
- (s) A Breakdown if your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- (t) A Breakdown if Your Vehicle is used for business, deliveries, construction, or commercial hauling; Your Vehicle is used as a postal vehicle, taxi, police car or other emergency vehicle; You rent Your Vehicle to someone else; Your Vehicle is equipped with a snow plow or used to plow snow; You are using or have used or modified Your Vehicle in a manner which is not recommended by the Vehicle manufacturer.
- (u) Exclusion of Airbags: We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the Vehicle unless otherwise disclosed to you on the AutoCheck Vehicle History Report. You acknowledge that We have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and You accept the Vehicle without representation or warranty from us. You further acknowledge that You had the opportunity to have the airbag(s) checked by someone of your choice prior to the completion of the sale.

**LIMITATION OF LIABILITY**

Our total liability for any amounts paid or payable by Us to You under this Limited Warranty shall not exceed the Vehicle Purchase Price as listed in the Vehicle Information Section on Page 1 (excluding tax, title, and license fees), unless otherwise prohibited by law.

**OTHER IMPORTANT PROVISIONS**

- (1) This Limited Warranty will terminate when You sell Your Vehicle, when Your Vehicle reaches the time or mileage limitation, or You reach the Limit of Liability, whichever occurs first.
- (2) This Limited Warranty and its benefits are not transferable to any other vehicle owner and apply only to the Customer named above.
- (3) All implied warranties which may arise under state law, including all implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts so the above limitations or exclusions may not apply to you.
- (4) This Limited Warranty does not cover any incidental, consequential, punitive, or other special damages. Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- (5) This Limited Warranty gives You specific legal rights, and you may also have other rights which vary from State to State.

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