

PLEASE KEEP A COPY OF THIS LIMITED WARRANTY IN THE COVERED VEHICLE

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

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ANY IMPLIED WARRANTIES ARISING UNDER THIS LIMITED WARRANTY ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

I have read and understand this Limited Warranty:

Signature of Customer

Signature of Co-Customer

Effective Date

Signature of Dealer Representative

1. COVERAGE: 100 DAY/4,189 MILE LIMITED WARRANTY

- (a) Coverage Term. The coverage provided under this Limited Warranty ends with either of the following, whichever occurs first: (i) one hundred (100) days pass from Vehicle Purchase Date; or (ii) when the Covered Vehicle has been driven four thousand one hundred and eighty- nine (4,189) miles measured from the Current Odometer reading (indicated above).
- (b) Covered Parts. Repairs on all assemblies and parts are covered on the Covered Vehicle under this 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
- (c) Deductible. For each Repair Visit the following deductible will apply: In-Network Deductible – [\$100.00]; Out-of-Network Deductible – [\$350.00]

2. DEFINITIONS

As used in this Limited Warranty:

- "Administrator" means SilverRock Automotive Inc, PO Box 29087, Phoenix, AZ 85038-9087, Toll Free: (866) 628-3905.
- "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".
- "Covered Part" means an item listed as Covered Parts in the applicable "Coverage" sections above.
- "Covered Vehicle" means the Customer's vehicle identified in this Limited Warranty.
- "Customer", "Co-Customer", "You", "Your", and "Contract Holder" mean the customer(s) identified in this Limited Warranty.
- "Dealership", "We", "Us" and "Our" mean Carvana, LLC. This Limited Warranty is provided to You by Us.
- "In-Network Deductible" means the amount paid by You to an In-Network Repair Facility per Repair Visit. The amount of the In-Network Deductible is stated in Section 1.



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

8. "In-Network Repair Facility" means a repair facility in Administrator's repair facility network. To find out if a repair facility is an In-Network Repair Facility, please contact the Administrator at (866) 628-3905.
9. "Out-of-Network Deductible" means the amount paid by You to an Out-of-Network Repair Facility per Repair Visit. The amount of the Out-of-Network Deductible is stated in Section 1.
10. "Out-of-Network Repair Facility" means a repair facility that is not in Administrator's repair facility network. To find out if a repair facility is an Out-of-Network Repair Facility, please contact the Administrator at (866) 628-3905.
11. "Limited Warranty" means the 100 Day/4,189 Mile Limited Warranty as described herein, subject to these terms and conditions.
12. "Interior or Exterior Cosmetic Imperfections" means any physical defects on the Covered Vehicle that do not affect the drivability or safety of the Covered Vehicle.
13. "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.
14. "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.
15. "Repair Visit" means a visit to a repair facility to perform a diagnosis, teardown, or a covered repair.

3. YOUR OBLIGATIONS

- (a) You must properly operate, care for, and maintain the Covered Vehicle as recommended by the Covered Vehicle's manufacturer.
- (b) Either You or Your licensed repair facility must obtain the Administrator's authorization number prior to beginning any covered repair.
- (c) You are responsible for paying the deductible indicated for each Repair Visit.
- (d) You must keep records and receipts that show all services performed on the Covered Vehicle, the dates the Covered Vehicle was at a repair facility, and the mileage at the time the services were performed. You must provide these records and receipts to the Administrator upon request.

4. OUR OBLIGATIONS

If a covered Breakdown of the Covered Vehicle occurs during the term of this Limited Warranty, We will:

- (1) 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.
- (2) Reimburse You for a rental car at the rate of up to \$60.00 per day for a maximum of \$600.00 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.

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

We will provide the following services during the term of this Limited Warranty:

- (1) Towing. Limit of [\$100.00] per incident or failure related in time or cause.
- (2) Gasoline and fluids. An emergency supply will be provided when an immediate need arises. Limit of [\$100.00] per occurrence. You are responsible for cost of fluids delivered.
- (3) Flat tire assistance. Removal and replacement with Your provided spare. Limit of [\$100.00] per occurrence.
- (4) Lock-out assistance. Service will provide for a locksmith to gain entry to the Covered Vehicle if the keys are locked inside. Limit of [\$100.00] per occurrence.
- (5) Battery jump start. A jump start will be provided when an immediate need arises due to a drained battery. Limit of [\$100.00] per occurrence.

6. WHAT TO DO IF YOU HAVE A BREAKDOWN

- (a) In the event of a Breakdown, follow this step-by-step procedure:
 - (1) Use all reasonable means to protect the Covered Vehicle from further damage. This may require You to stop the Covered Vehicle in a safe place, turn off the engine, and have the Covered Vehicle towed.
 - (2) Visit <https://www.yourvehiclecare.com/process> to find an In-Network repair facility.
 - (3) Instruct Your repair facility to contact the Administrator at Toll Free (866) 628-3905 for instructions before starting any repair, teardown, or diagnostic work on the Covered Vehicle. Either You or Your licensed repair facility must obtain the Administrator's authorization number prior to beginning any work. All repair work must be performed by a licensed repair facility.
 - (4) If requested by Administrator, you must provide authorization for teardown or diagnosis work needed to determine if a covered Breakdown has occurred. Except as required by applicable law, this Limited Warranty does not cover costs for teardown or diagnosis work unless it is determined from that work that a covered Breakdown has occurred.
 - (5) 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).

- (b) If the Covered 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.
- (c) Absent prior written approval by Administrator, all claim documentation must be received by Administrator within ninety (90) days of claim authorization date.

7. COVERAGE EXCLUSIONS

- (a) All parts or services not specifically listed as Covered Parts under the applicable Covered Parts section of this Limited Warranty are not covered.
- (b) This Limited Warranty provides no benefits or coverage and We have no obligation under this Limited Warranty for:
- (1) A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
 - (2) 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.
 - (3) A Breakdown caused by towing a trailer, another vehicle or any other object unless the Covered Vehicle is equipped for this use as recommended by the manufacturer.
 - (4) 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.
 - (5) A Breakdown caused by or involving modifications or additions to the Covered Vehicle or Covered Parts unless those modifications or additions were performed or recommended by the manufacturer.
 - (6) 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.
 - (7) Any repair which is provided by the Covered Vehicle manufacturer, a repair shop or part supplier under their respective warranty(s).
 - (8) Costs or other damages caused by the failure of a part not listed under Covered Parts.
 - (9) Damage to the Covered Vehicle caused by continued vehicle operation after the failure of a Covered Part.
 - (10) 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.
 - (11) A Breakdown caused by overheating, or physical damage.
 - (12) Rust or corrosion repair.
 - (13) A Breakdown or damage to the Covered 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 the Covered Vehicle.
 - (14) A Breakdown not occurring in the United States or Canada.
 - (15) 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.
 - (16) Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance, or use of the Covered Vehicle whether or not related to a Breakdown.
 - (17) Any cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
 - (18) Any part not covered by, or excluded by the Covered Vehicle's manufacturer's warranty.
 - (19) 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.
 - (20) A Breakdown if the odometer is altered, broken, repaired or replaced such that actual mileage or cannot be readily determined.
 - (21) A Breakdown if the Covered Vehicle is used for business, deliveries, construction, or commercial hauling; The Covered Vehicle is used as a postal vehicle, taxi, police car or other emergency vehicle; You rent the Covered Vehicle to someone else; The Covered Vehicle is equipped with a snow plow or used to plow snow; You are using or have used or modified the Covered Vehicle in a manner which is not recommended by the Vehicle manufacturer.

8. 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.

9. OTHER IMPORTANT PROVISIONS

- (a) This Limited Warranty will terminate when You sell the Covered Vehicle, when the Covered Vehicle reaches the time or mileage limitation, or You reach the Limit of Liability, whichever occurs first.
- (b) This Limited Warranty and its benefits are not transferable to any other vehicle owner and apply only to the Customer named above.
- (c) You agree that We may use the information We collect about You for lawful business purposes, including, without limitation, to analyze trends and to otherwise administer this Limited Warranty; and You further agree that We may share data about You for any lawful business purpose, including with Our

affiliates who may use it to offer You new products or improve the services offered.

- (d) **WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS EXPRESSLY PROVIDED HEREIN. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

STATE AMENDMENTS**ARIZONA:**

The In-Network Deductible is waived for any Breakdown reported to Us before the first to occur of: (i) 15 days pass from Vehicle Purchase Date; or (ii) when the Covered Vehicle has been driven 500 miles measured from the Current Odometer reading (indicated above). When calculating time under this paragraph, add 1 day for each day that the Covered Vehicle is in the possession of a repair facility for the purpose of repairing the Covered Vehicle under this Limited Warranty. When calculating distance under this paragraph, add 1 mile for each mile driven to obtain or in connection with the repair, servicing or testing of the Covered Vehicle. To receive additional coverage days or miles under this paragraph, You must notify the Administrator of the additional days or miles You believe You are entitled to.

CALIFORNIA:

The In-Network Deductible is waived for any Breakdown reported to Us before the first to occur of: (i) 30 days pass from Vehicle Purchase Date; or (ii) when the Covered Vehicle has been driven 1,000 miles measured from the Current Odometer reading (indicated above).

CONNECTICUT:

The In-Network Deductible is waived during the term of this Limited Warranty. When calculating time under Section 1(a) (Coverage Term), add 1 day for each day that (a) the Covered Vehicle is the possession of a repair facility for the purpose of repairing the Covered Vehicle under this Limited Warranty; or (b) repair services are not available to You because of a war, invasion or strike, fire, flood or other natural disaster. To receive additional coverage days under this paragraph, You must notify the Administrator of the additional days You believe You are entitled to.

Notwithstanding anything in this Limited Warranty to the contrary, this Limited Warranty covers the full cost of parts and labor to ensure the Vehicle is mechanically operational and sound for a period of 60 days or 3,000 miles, whichever comes first.

HAWAII:

The In-Network Deductible is waived during the term of this Limited Warranty. When calculating time under this paragraph, add 1 day for each day that (1) the Covered Vehicle is in the possession of a repair facility for the purpose of repairing the Covered Vehicle under this Limited Warranty; (2) repair services are not available to You because of war, invasion or strike, fire, flood or other natural disaster; or (3) You have notified the Administrator that the Covered Vehicle is inoperable, but cannot reasonably present the Vehicle to a repair facility and the We refuse to pay the charge to tow the Vehicle. To receive additional coverage days under this paragraph, You must notify the Administrator of the additional days You believe You are entitled to.

ILLINOIS:

The In-Network Deductible is waived for any Breakdown reported to Us before the first to occur of: (i) 15 days pass from Vehicle Purchase Date; or (ii) when the Covered Vehicle has been driven 500 miles measured from the Current Odometer reading (indicated above). When calculating time under this paragraph, add 1 day for each day that the Covered Vehicle is in the possession of a repair facility for the purpose of repairing the Covered Vehicle under this Limited Warranty. When calculating distance under this paragraph, add 1 mile for each mile driven to obtain or in connection with the repair, servicing or testing of the Covered Vehicle. To receive additional coverage days under this paragraph, You must notify the Administrator of the additional days You believe You are entitled to.

MAINE:

If the Dealership fails to perform its obligations under the Limited Warranty, the Contract Holder shall give the Dealership written notice of such failure before the Contract Holder initiates a civil action in accordance with Me. Rev. Stat. tit. 10, § 1476. The notice must be sent by registered or certified mail to the Dealership's last known business address.

MASSACHUSETTS:

The In-Network Deductible is waived during the term of this Limited Warranty. When calculating time under this paragraph, add 1 day for each day that (1) Your Vehicle is in the possession of a repair facility for the purpose of repairing the Covered Vehicle under this Limited Warranty; (2) repair services are not available to You because of war, invasion or strike, fire, flood or other natural disaster; or (3) You have notified the Administrator that Your Vehicle is inoperable, but cannot reasonably present the Vehicle to a repair facility and the Administrator refuses to pay the charge to tow the Vehicle. To receive additional coverage days under this paragraph, You must notify the Administrator of the additional days You believe You are entitled to.

CONSUMER RIGHTS FOR USED CAR BUYERS: I. USED CAR WARRANTY LAW – The Massachusetts Used Car Warranty Law, M.G.L. c. 90, s. 7N 1/4 protects consumers who have problems with their used vehicle. **UNDER THE LAW, YOU HAVE A RIGHT TO A REFUND IF:** (a) A defect that impairs the safety or use of the vehicle arose during the warranty period, **AND** (b) A defect continued to exist or recurred during the warranty period after either: 1. three or more repair attempts for the same defect, or 2. being out of service after being returned for repair of any defect for a cumulative total of more than ten business days. The defect must arise during the 30, 60, or 90 day period stated below. The warranty period is extended one day for every day that your car is in the shop for repairs. The warranty is extended for 30 days from the completion of any repair attempt for the defect that was the subject of the repair attempt. **IF THE DEALER DOES NOT ISSUE A REFUND AFTER THESE**

STANDARDS HAVE BEEN MET, YOU HAVE A RIGHT TO HAVE YOUR CASE DECIDED BY A STATE-CERTIFIED ARBITRATOR. YOU MUST REQUEST STATE CERTIFIED ARBITRATION WITHIN 6 MONTHS OF ORIGINAL DELIVERY OF THE VEHICLE TO YOU. II. LEMON AID LAW – If this vehicle fails inspection within seven days, and it would cost more than 10% of the purchase price to repair, you are entitled to a full refund if the vehicle is returned to the dealer within 14 days. See the separate Lemon Aid Law notice. III. IMPLIED WARRANTY LAW – The implied warranty of merchantability is a guarantee provided by law in the sale of all consumer products, including automobiles (even if they cost less than \$700 or have 125,000 miles or more on the odometer). This law says that your vehicle should function properly for a reasonable period of time. If the vehicle does not, the dealer must fix it at no charge to you. (Note: The statute does not define reasonable period of time.) It is illegal to sell a car “AS IS”, “WITH ALL FAULTS”, or with a “50/50 WARRANTY”. THIS SHEET PROVIDES ONLY A SUMMARY OF YOUR RIGHTS. To request arbitration, or to get further information, contact: Office of Consumer Affairs and Business Regulation One Ashburton Place, Boston, Massachusetts 02108, Used Car Warranty Law information: (617) 727-7780, 1-888-283-3757, Department of the Attorney General: (617) 727-8400.

LIMITED USED VEHICLE WARRANTY – Dealership warrants this Vehicle against any defect, malfunction, or combination of defects or malfunctions, that impairs its safety or use for a period of (a) 90 days or 3,750 miles, whichever comes first (for vehicles with fewer than 40,000 miles on the odometer at the time of sale, or if the true mileage is not known and the vehicle is three years old or less) (b) 60 days or 2,500 miles, whichever comes first (for vehicles with 40,000 to 79,999 miles on the odometer at the time of sale, or if the true mileage is not known and the vehicle is more than three but less than six years old) (c) 30 days or 1,250 miles, whichever comes first (for vehicles with 80,000 to 124,999 miles on the odometer at the time of sale, or if the true mileage is not known and the vehicle is six years old or more) from the date of delivery of the vehicle to you. Dealership will provide the full cost of parts and labor necessary to repair all covered defects. However, the Dealership may charge you up to a total of \$100 per vehicle for the repair of all covered defects during the warranty period. The warranty period is extended one day for every day the vehicle is in the shop for repairs, and one mile for every mile the vehicle is driven between the Dealership's acceptance of the vehicle for repair and its return to the consumer. The warranty is extended for 30 days from the completion of any repair attempt for every defect that was the subject of the repair attempt. To receive additional coverage days under this paragraph, You must notify the Administrator of the additional days You believe You are entitled to. The Dealership will give you a refund if a defect that impairs the safety or use of the vehicle continued to exist or recurred within the warranty period after either three repair attempts for the same defect or being out of service after being returned for repair of any defect or defects for a cumulative total of more than ten business days. Defects that are covered by the manufacturer's warranty are not covered by this warranty if the Dealership gives you a copy of the manufacturer's warranty, that warranty has been assigned to you, and the Dealership assures that those defects are repaired. This warranty is provided pursuant to M.G.L. c. 90, § 7N1/4, the used vehicle warranty law. For further information about that law contact the Office of Consumer Affairs and Business Regulation at 617-727-7780.

MINNESOTA:

The In-Network Deductible is waived during the term of this Limited Warranty.

NEW JERSEY: ADDITIONAL LIMITED WARRANTY: If the Covered Vehicle was acquired by You in New Jersey, then the following additional express warranty is also provided in addition to the Carvana Limited Warranty. This additional express limited warranty is required by New Jersey law.

Warranty: If a used motor vehicle has:
(check appropriate box)

- ☐ 24,000 miles or less, the warranty is 90 days or 3,000 miles, whichever comes first
☐ 24,001 to 60,000, the warranty is 60 days or 2,000 miles, whichever comes first
☐ 60,001 to 100,000, the warranty is 30 days or 1,000 miles, whichever comes first.

Terms

Dealer agrees to repair or replace any covered part of the above vehicle upon failure or malfunction of a Covered Item specified in 2 below, subject to the following terms, conditions, exclusions and limitations.

1. *Who is covered by the limited warranty?* Only the purchaser named above. The warranty is not transferrable to, nor enforceable by, any other person.
2. *What parts of the vehicle are covered by this limited warranty?* Under the law only "Covered Items" which include the following components of a used motor vehicle:
 - (a) Engine – all internal lubricated parts, timing chains, gears and cover, timing belt, pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel, harmonic balancer, engine mounts, seals and gaskets, and turbo-charger housing; however, housing, engine block and cylinder heads are covered items only if damaged by the failure of an internal lubricated part.
 - (b) Transmission Automatic/Transfer Case – all internal lubricated parts, torque converter, vacuum modulator, transmission mounts, seals and gaskets.
 - (c) Transmission Manual/Transfer Case – all internal lubricated parts, transmission mounts, seals and gaskets, but excluding a manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders.
 - (d) Front-Wheel Drive – all internal lubricated parts, axle shafts, constant velocity joints, front hub bearings, seals and gaskets.
 - (e) Rear-Wheel Drive – all internal lubricated parts, propeller shafts, supports and U-joints, axle shafts and bearings, seals and gaskets.
3. *What is excluded from this limited warranty?*
 - (a) Any and all parts not expressly specified in Part 2 above;
 - (b) This written warranty shall exclude repairs covered by any manufacturer's warranty, or recall program, as well as repairs of a covered item required because of collision, abuse, or the purchaser's failure to properly maintain the used motor vehicle in accordance with the manufacturer's recommended maintenance schedule. This Limited Warranty also excludes damage of a covered item caused as a result of any commercial use of the used motor vehicle, or operation of the vehicle without proper lubrication or coolant, or as a result of any misuse, negligence or alteration of the vehicle by someone other than the dealer.

4. *What is the dealer's obligation during the term of this limited warranty?* The dealer or its agent, upon failure or malfunction of a covered item during the term of this warranty, shall correct the malfunction or defect, provided the used motor vehicle is delivered to the dealer at his regular place of business and subject to a deductible amount of \$50 to be paid by the purchaser for each repair of a covered item. If, within the specific warranty period, the dealer or its agent fails to correct a material defect of the used motor vehicle after a reasonable opportunity to repair, the dealer shall repurchase the used motor vehicle and refund to the consumer the full purchase price, excluding all sales tax, title and registration fees or any similar government charges, and less a reasonable allowance for excessive wear and tear less a deduction for personal use of the vehicle. "A reasonable opportunity to repair" is defined at N.J.S.A. 56:8-71 as: (a) *The same material defect has been repaired three or more times by the dealer or their agent within the warranty period, but the material defect continues to exist; or (b) The used motor vehicle is out of service by reason of waiting for the dealer to begin or complete repair of material defect for a cumulative total of 20 or more days during the warranty period.*
5. *Extension of duration of warranty.* The duration of this warranty shall be extended by any time period during which the used motor vehicle is waiting for the dealer or its agent to begin or complete repairs of a material defect of the used motor vehicle.
6. *What are the purchaser's obligations?* To obtain repairs or replacements under this Limited Warranty, Purchaser must:
- (a) Deliver the used motor vehicle to the dealer at its regular place of business;
 - (b) Pay \$50 to the dealer for each repair of a covered item.

NEW MEXICO:

The In-Network Deductible is waived for any Breakdown reported to Us before the first to occur of: (i) 15 days pass from Vehicle Purchase Date; or (ii) when the Covered Vehicle has been driven 500 miles measured from the Current Odometer reading (indicated above). When calculating time under this paragraph, add 1 day for each day that the Covered Vehicle is in the possession of a repair facility for the purpose of repairing the Covered Vehicle under this Limited Warranty. When calculating distance under this paragraph, add 1 mile for each mile driven to obtain or in connection with the repair, servicing or testing of the Covered Vehicle. To receive additional coverage days or miles under this paragraph, You must notify the Administrator of the additional days or miles You believe You are entitled to.

NEW YORK:

The In-Network Deductible is waived during the term of this Limited Warranty. When calculating time under Section 1(a) (Coverage Term), add 1 day for each day that (i) the Covered Vehicle is in the possession of a repair facility for the purpose of repairing the Covered Vehicle under this Limited Warranty; or (ii) repair services are not available to You because of war, invasion or strike, fire, flood or other natural disaster. To receive the additional coverage days under this paragraph, You must notify the Administrator and provide sufficient records and receipts upon request.

RHODE ISLAND:

The In-Network Deductible is waived during the term of this Limited Warranty.