



**JILCAT85 PROLINE PRIVATE SELLER CERTIFIED PROGRAM**

**30 day/1500 miles**

**ULTRA FRICTION REDUCER MECHANICAL BREAKDOWN SERVICE AGREEMENT**

**Table of Contents**

1. PARTIES .....	2
2. AGREEMENT .....	2
3. DEFINITIONS .....	2
4. TERM OF THIS AGREEMENT .....	3
5. BREAKDOWN COVERAGE .....	3
6. COVERAGE ELIGIBILITY .....	4
7. SERVICES .....	5
8. MAXIMUM CLAIM PAYMENTS .....	5
9. CANCELLATION PROCEDURES AND UNPAID BALANCES. ....	5
10. EXCEPTIONS .....	6
11. INELIGIBLE VEHICLES .....	<u>78</u>
12. TRANSFER PROCEDURES .....	8
13. IMPLIED WARRANTIES .....	8
14. LIMITATION OF DAMAGES .....	8
15. INDEMNIFICATION.....	8
16. DEATH, PERSONAL INJURY AND PROPERTY .....	8
17. GENERAL PROVISIONS .....	8

1. **PARTIES.** This 30/ 1500 mile JILCAT85 PROLINE ULTRA FRICTION REDUCER PRIVATE SELLER CERTIFIED MECHANICAL BREAKDOWN SERVICE AGREEMENT (“Agreement”) is made between JilCat Industrial Marketing Group, Inc. (“JilCat”) and the undersigned (“Purchaser” or “You”).
2. **AGREEMENT.** For four hundred and eighty-five dollars (\$485.00) JilCat is providing its Jilcat85 Proline Private Seller Certified Ultra Friction Reducer™ product Kit and a 30 day/1500 mile mechanical breakdown service Policy to Purchaser, assuming the terms and conditions of this Agreement are met. The Kit consists of a) a Jilcat85 Proline Ultra Friction Reducer (engineered by Petron Plus) Engine Conditioner, b) a Jilcat85 Proline Ultra Friction Reducer (engineered by Petron Plus) Automatic Transmission Supplement and c) a Jilcat85 Proline UFR Transmission and Gear Box Supplement, Jilcat85 Proline Ultra Friction fuel system treatment, radiator/cooling system treatment.
3. **DEFINITIONS.** As used throughout this Agreement certain words and phrases are used that have special meanings. The following terms have the following meanings:
  - a. **“Actual Cash Value”** means the National Automobile Dealers Association (“NADA”) Value published average retail value of your vehicle on the date of loss, taking age, condition and mileage into consideration.
  - b. **“Additional Benefits”** means the towing and rental benefits described under the SERVICES section in this Agreement.
  - c. **“Administrator”** means the Administrator or Administrators JilCat has selected to administer this Agreement, which JilCat may change from time to time.
  - d. **“Breakdown”** means the total failure of a covered part to perform the function for which it was designed, due solely to defects in material or faulty workmanship.
  - e. **“Breakdown coverage”** will commence immediately following the Installation Date. Breakdowns incurred prior to the Installation Date are not covered.
  - f. **“Component Categories”** means the categories to which coverage is assigned described in the BREAKDOWN COVERAGE section in this Agreement.
  - g. **“Covered Part(s)”** means the mechanical parts and components described under the COMPONENT CATEGORIES section in this Agreement.
  - h. **“Coverage Eligibility”** means actions You and/or Your mechanic must take to be eligible that are set out in the COVERAGE ELIGIBILITY Section below.
  - i. **“Deductible(s)”** means the amount set forth in the Agreement Application that You are required to pay. Any Deductible will be set solely in the judgment of JilCat.
  - j. **“Installation Date”** means the date that the JilCat Kit is applied by the Installing Repair Facility.
  - k. **“Installing Repair Facility”** means the Repair Facility that applies the Jilcat85 Proline Ultra Friction Reducer™ product Kit to Your Vehicle.
  - l. **“Proof”** means proof that is reasonably acceptable to JilCat.

- m. **“Repair Facility”** means a repair facility authorized by the state to perform repairs for profit that is an ASE certified Repair Facility. The Repair Facility must have a tax identification number.
  - n. **“Reasonable Costs”** means the repair costs that are recognized locally and/or nationally for a similar repair. JilCat may use published parts and Administrator approved labor guides to establish reasonable costs.
  - o. **“You and Your”** means the Vehicle Purchaser shown on the Agreement Application, which is the person to whom this Agreement is issued.
  - p. **“Your Vehicle”** means the Vehicle which is described on the Agreement Application.
4. **TERM OF THIS AGREEMENT.** The vehicle must pass an inspection by a JilCat-approved inspector. This Agreement begins upon JilCat’s acceptance of the Application for this Agreement and lasts for the lesser of 30 Days or 1500 miles from the Installation Date.
5. **BREAKDOWN COVERAGE.** Subject to the terms of this Agreement, JilCat will reimburse You for Reasonable Costs to repair or replace any Breakdown of a Covered Part in the Component Categories listed below, less any Deductible(s) You are required to pay. Reimbursement amounts for replacement parts or components may be based on new, remanufactured or used parts, at JilCat’s sole discretion.
- a. **COMPONENT CATEGORIES:**
    - i. **ENGINE AND WATER PUMP.** The following parts are the only ones covered: Pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The Engine Block and Cylinder Heads are also covered if the above-listed parts caused a Breakdown of the Engine Block or Cylinder Heads. Any Turbocharger/Supercharger (factory installed only) housing and all its internal parts are covered as well. No other parts are included under this Agreement. In addition, parts that require manufacturer-recommended replacement intervals are not covered under this Agreement. Seals and gaskets are only covered when required in connection with replacement of a Covered Part.
    - ii. **TRANSMISSION/TRANSAXLE.** All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier, pinion gear, ring gear, shift rail, forks, synchronizers, and Torque Converter. Breakdown of the Transmission Transaxle case is covered only if caused solely by the failure of an internally lubricated Covered Part. Damage resulting from failures by related parts or units such as, but not limited to, friction parts, such as clutches of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external, to the engine and transmission are not covered. Seals and gaskets are only covered when required in connection with the replacement of a Covered Part.
    - iii. **TRANSFER CASE.** All internally lubricated parts of the 4 X 4 Transfer Case are covered. Breakdown of the Transfer case is covered only if caused solely by the failure of an internally lubricated Covered Part. Damage resulting from failures by related parts or units such as, but not limited to, friction parts, such as clutches of any kind, levers, controls,

linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external, to the transfer case are not covered. Seals and gaskets are only covered when required in connection with the replacement of a Covered Part.

6. **COVERAGE ELIGIBILITY.** To be eligible for benefits of this Agreement, the following conditions must be met:

a. **Maintenance Requirements and Service History:**

- i. You must have a Repair Facility apply the Jilcat85 Proline Ultra Friction Reducer Private Seller <sup>TM</sup> product Kit and provide Proof of that if requested.
- ii. You must have the Installing Repair Facility replace the engine oil and filter in the engine of Your Vehicle at the time the Kit is applied and provide Proof of that if requested.
- iii. You must have a Repair Facility replace the transmission fluid in Your Vehicle in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual of Your Vehicle, and provide Proof of that if requested.
- iv. At Your expense You must have a Repair Facility perform any and all necessary repairs related to the engine, transmission and transfer case that are not covered by this JilCat Agreement, including but not limited to replacing leaking seals and gaskets, leaking hoses, clogged or leaking radiator and electronic control system repairs and provide Proof of that if requested.
- v. You must retain "Proof" of maintenance and for the service and/or repair work performed on Your Vehicle, by a Repair Facility in the form of computer-generated repair orders from the Repair Facility.
- vi. Computer-generated repair orders from a Repair Facility must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance may be requested by the Administrator with respect to any Claims you have.

b. **Filing a Claim.** If Your Vehicle has a Breakdown, You must take the following steps to file a Claim:

- i. **Prevent Further Damage.** Take immediate action to prevent further damage. This Agreement will not cover any damage caused by Your failure to secure a prompt repair or replacement of the failed part.
- ii. **Have Your Vehicle Taken to Your Installing Repair Facility.** If Your Vehicle breaks down, return Your Vehicle to Your Installing Repair Facility. If this is not possible or applicable, take Your Vehicle to any other authorized Repair Facility and provide the Repair Facility with a Copy of this Agreement and/or Your Agreement number.
- iii. **Obtain Authorization from the Administrator.** Prior to any repair being made, instruct

the Installing Repair Facility or other Repair Facility to contact the Administrator to obtain an authorization for the Claim. Any Claim for repairs without prior authorization will not be covered.

- iv. **Authorize Tear-Down and/or Inspection.** In some cases, You may need to authorize the Installing Repair Facility or other Repair Facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered under this Agreement. JilCat reserves the right to require an inspection of Your Vehicle prior to any repair being made.
- v. **Review Coverage.** After the Administrator has been contacted, review with the Installing Repair Facility or other Repair Facility what will be covered by this Agreement and what portions of the repair (if any) will not be covered.

7. **SERVICES.** For the covered period, the following additional services will apply:

- a. **Towing Benefit.** In the event of a Breakdown covered by this Agreement, JilCat will reimburse You for towing expenses up to seventy-five dollars (\$75.00) per occurrence with a receipt acceptable to JilCat.
- b. **Rental Benefit.** In the event of a Breakdown covered by this Agreement, JilCat will reimburse You to rent a replacement vehicle from a licensed rental agency while Your Vehicle is at a Repair Facility. Coverage will be provided to You up to a maximum of twenty five dollars (\$25.00) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred dollars (\$100.00) for each repair visit. In addition, a maximum of one (1) additional day of rental applies for parts/inspection delays. Receipts acceptable to JilCat must be provided for this reimbursement.

8. **MAXIMUM CLAIM PAYMENTS.**

- a. **Per Repair Visit.** JilCat's liability per Component Category for any one (1) repair visit shall in no event exceed Two thousand dollars (\$2,000.00) for an engine/water pump claim, two thousand dollars (\$2,000.00) for a transmission/transaxle claim, and fifteen hundred dollars (\$1,500.00) for a transfer case claim.
- b. **Aggregate.** The total of all claims paid or payable per Component Category while this Agreement is in force shall not exceed the aggregate of three thousand dollars (\$2,000.00) for engine/water pump claim(s), two thousand dollars (\$1,500.00) for transmission/transaxle claim(s), and fifteen hundred dollars (\$1,500.00) for transfer case claim(s). The total aggregate of all claims paid or payable for all Component Categories collectively shall be the lesser of five Thousand dollars (\$5,000.00) or the actual cash value of your vehicle at the time of loss.

9. **CANCELLATION PROCEDURES AND UNPAID BALANCES.** All notices to cancel must be sent to the Administrator and the refund amount will be calculated by a time and mileage factor from the Installation Date, less a \$100.00 cancellation fee. Any claims, vehicle inspection costs, or research paid prior to cancellation date will be deducted from the refund amount.

- a. **Administrator's Right to Cancel.** Notwithstanding any other provisions of this Agreement, in the event of filing a Claim for service with Administrator, JilCat reserves the right to cancel this Agreement upon the discovery of fraud or misrepresentation of a material fact by the vehicle owner

or the vehicle owner's representative. Any vehicle used in the commission of a crime will not be covered.

- b. **Lienholder Cancellation.** If Your Vehicle and Agreement have been financed, JilCat or the lienholder listed in the Agreement Application may cancel this Agreement for default of the loan agreement or if Your Vehicle is declared a total loss due to accident or theft or is repossessed. In such event, immediate notification and submission of documents to the Administrator is required. In the event of cancellation, the pro-rata method reflecting the greater of days in force or miles driven based on the term identified in the Application will be used less a one hundred dollar (\$100.00) administrative fee and less any previously paid claims to a maximum of the balance due the lienholder of the product purchase price.
- c. **Unpaid Balance.** If this Agreement has been financed, in the event that a Breakdown occurs during the financed term, JilCat will reimburse You for the authorized Breakdown less any unpaid balance.

10. **EXCEPTIONS.** There is no coverage:

- a. For repairs to any part or parts of the described vehicle not specifically listed in the BREAKDOWN COVERAGE Section of this Agreement.
- b. For maintenance services and maintenance parts described in Your Vehicle's owner manual and other maintenance services and maintenance parts, including but not limited to alignments, adjustments, cleaning, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, manual transmission clutch assembly (including friction clutch disc, pressure plate, flywheel, throw out and pilot bearings), manual and hydraulic linkages, hoses, drive belts, shop supplies and environmental waste charges.
- c. For any breakdown caused by misuse, abuse, negligence, lack of scheduled maintenance required by this Agreement or the manufacturer's maintenance schedule for Your Vehicle, Your failure to provide Proof of maintenance or repairs if requested by the Administrator, or improper servicing or repairs performed by You or by a Repair Facility or by anyone else.
- d. For any breakdown caused by Your failure to treat the engine and transmission of Your Vehicle as required by this Agreement, or any sludge build-up, lubricant blockage or the failure to maintain proper levels of lubricants, and/or coolants, or any breakdown resulting from failure to protect Your Vehicle from further damage when breakdown has occurred.
- e. For any repair or replacement of any Covered Part if a breakdown has not occurred.
- f. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to damage resulting from the failure of any custom or add-on part or any frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, engine modifications, transmission modifications, and/or drive axle modifications, emissions and/or exhaust systems modifications.
- g. For breakdowns if the vehicle odometer is broken, has been altered and/or ceased to operate so the actual vehicle mileage cannot be determined.
- h. For repair or replacement of a covered part that is covered by an insurance policy, supplier or repairer guarantee/warranty, manufacturer and/or seller customer assistance program, any warranty

from the manufacturer of the Vehicle and/or for a breakdown of a covered part if the manufacturer has announced its responsibility through any means, including but not limited to public recalls and factory service bulletins.

- i. If Your Vehicle is used for towing or hauling a trailer or another vehicle or object unless Your Vehicle is equipped with a factory installed or factory authorized tow package and the items towed or hauled did not exceed the manufacturer's rated capacity.
- j. If Your Vehicle is used for commercial or farming purposes, including, but not limited to, for rental, taxi, limousine or shuttle services, delivery, road-repair operations, construction, job-site activities, police or emergency service, principally off-road use, racing or competitive driving, snow removal, route-work, service or repair.
- k. For any breakdown occurring after the expiration of this Agreement.
- l. For any breakdown, if the repair information provided by You or the Repair Facility is knowingly false or untrue.
- m. For breakdowns that occur to Your Vehicle or repairs that are made outside the United States of America or Canada.
- n. For any breakdown caused by the gradual reduction in operating performance due to normal wear and tear.
- o. For damage and/or breakdown caused by the leaking or failure of any seal or gasket.
- p. For any breakdown occurring prior to Installation Date of this Agreement.
- q. For any repairs made without prior authorization from the Administrator.
- r. For any costs associated with the tear down or diagnosis of a potential breakdown, unless it is subsequently determined that a breakdown covered by this Agreement has occurred. Teardown and diagnosis reimbursements are authorized at the discretion of the Administrator.
- s. For any ineligible vehicle as identified in the INELIGIBLE VEHICLES Section.
- t. For any damage caused by any fire.
- u. For any damage caused by water, caused by immersion of the vehicle in water or water damage from a non-vehicle system or natural causes ("Flooding").
- v. For any vehicle which has a Carfax or other maintenance or record report of either Flooding or fire damage.
- w. For the subsequent repair of any damage caused by the failure to reasonably repair the Vehicle or any subsequent repair to a system or component that was not reasonably repaired.

11. **INELIGIBLE VEHICLES.** The following vehicles are ineligible for this Agreement: Acura NSX, 4100 Cadillac, and diesel engines produced before 2002, vehicles used for commercial applications or snow removal, Mitsubishi 3000GT, Dodge Stealth, Nissan 300ZX, 350Z, 12 cylinder engines, all Peugeot,

Porsche 911, 928, 930, or 993, all Renault, Dodge Viper, Dodge Ram SRT-10, all Daihatsu, Mustang Saleen, Ford Lightning trucks, GMC Cyclone and Typhoon, BMW Z8, Mercedes AMG models, all trucks in excess of 1 ton, lifted or lowered vehicles, vehicles with wheel combinations other than OEM, any vehicle in excess of 185,000 miles at the time of installation of the JilCat Kit, and all antique vehicles (older than 25 model years), and any vehicle that is not currently imported or distributed in the United States by a manufacturer-authorized company

12. **TRANSFER PROCEDURES.** This Agreement is transferable to a second owner of the Vehicle provided the Administrator is notified in writing, all maintenance records are reviewed and approved prior to the transfer and a \$0 transfer fee is paid.
13. **IMPLIED WARRANTIES.** To the full extent allowed by law, JilCat disclaims any implied warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose. In any event, no implied warranties are extended beyond the term of this written Agreement.
14. **LIMITATION OF DAMAGES.** To the full extent allowed by law, this Agreement does not cover any incidental or consequential damages of any kind, including, but not limited to, damages to property, loss of time, loss of profits or loss of income. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to you.
15. **INDEMNIFICATION.** You and JilCat hereby release and forever discharge each other (and their employees, officers, directors, managers, agents, attorneys, successors, predecessors and affiliates ("Related Parties")) from any and all claims of any nature - whether known or unknown, present or future - which any party has or may later have against another party and its Related Parties from all events and omissions occurring prior to or subsequent to the term of this Agreement. Notwithstanding the foregoing, this release does not include any claims incurred solely by reason of any breach of this Agreement. The parties expressly waive any right to assert that any released matter has, through ignorance, oversight or error, been omitted from the terms of this Agreement.
16. **DEATH, PERSONAL INJURY AND PROPERTY.** This Agreement does not apply to or provide any coverage for personal injury, death, property damage (other than to the Vehicle as specified) or any liability or litigation arising from or relating to the use of the Vehicle. The sole remedy under this Agreement is the repair of the Vehicle itself according to the terms of this Agreement.
17. **GENERAL PROVISIONS.**
  - a. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California, excluding its conflicts-of-law provisions. Performance under this Agreement is deemed to be taking place in Berkeley, California.
  - b. **Jurisdiction and Venue.** Any litigation or arbitration arising from or relating to this Agreement shall be brought exclusively in the jurisdiction and, to the extent permitted by law, in the venue proper for an individual residing in Berkeley, California and the parties agree that any action relating to or arising out of this Agreement shall be instituted and prosecuted only in that jurisdiction and in that venue. The parties hereby expressly waive any right to a change in jurisdiction and any and all objections to such jurisdiction and venue.
  - c. **Arbitration.** Notwithstanding anything in this Agreement to the contrary, any controversy or claim arising out of or relating to this Agreement shall be settled exclusively by arbitration in Berkeley, California in accordance with the Rules of the American Arbitration Association, and judgment



upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction. This clause shall not preclude parties from compelling arbitration or seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Each party will bear its own costs and attorneys' fees.

- d. **Modification and Waiver.** This Agreement may not be modified except by a writing signed by the parties. No waiver of this Agreement will be effective unless made by a signed writing. No waiver will be a continuing waiver unless so stated in a signed writing.
- e. **Whole Agreement.** This Agreement contains the entire understanding of the parties concerning its subject matter and supersedes all prior oral and written agreements, understandings, commitments, representations and practices between the parties concerning its subject matter.
- f. **Construction.** Each party (and/or the respective attorneys of each party) has carefully reviewed, or has had an opportunity to review, this Agreement. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement.
- g. **Invalidity.** If any portion of this Agreement is found to be invalid, then the narrowest amount possible of that portion shall be held to be invalid, and the remainder of this Agreement will continue in full force and effect. In this event the arbitrator(s) and/or the Court is hereby requested by the parties to replace the legally invalid provisions of the Agreement with legally valid provisions which will, from an economic viewpoint, most nearly and fairly approach the eliminated provisions.

PURCHASER

Date: \_\_\_\_\_

\_\_\_\_\_  
[print name]

Purchaser's Address: \_\_\_\_\_

\_\_\_\_\_  
[sign name]