Term & Coverage

This **Lifetime Powertrain Limited Warranty**, issued to you, applies only to your **Vehicle** and cannot be transferred. This **Limited Warranty** will expire the instant the Vehicle is sold to another party, given away, or traded. Any change to the preprinted terms and conditions of the **Limited Warranty** is invalid and of no force or effect. If any information on this **Limited Warranty** is in error, contact the **Warrantor** immediately. If a malfunction, defect, or **Failure** occurs in a **Covered Component**, the **Warrantor** will pay for the repair or replacement of the covered item, subject to the terms and conditions listed herein. **Covered Components** are only those components designated by the **Vehicle** manufacturer as "Powertrain" components, along with the following components (if applicable).

Deductible

All repairs performed under this **Limited Warranty** have a $100 deductible per visit. However, in the event **Your Vehicle** is repaired under the manufacturer's powertrain warranty or certified powertrain warranty, the **Warrantor** will reimburse you for any deductible incurred from the manufacturers repair.

Limit of Liability

The **Warrantor's** liability per repair visit, under any circumstances, will not exceed the NADA "clean trade-in" value of **Your Vehicle** immediately prior to **Breakdown**. The total of all benefits paid or payable under this Limited Warranty will not exceed the price you paid for **Your Vehicle** (excluding tax, title and license fees). The **Warrantor's** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance, or use of this **Vehicle** is expressly excluded. 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.

Maintenance & Records

MAINTENANCE REQUIREMENTS: To obtain the benefits provided ty this **Limited Warranty, Covered Components** must be maintained at a Licensed Repair Facility in accordance with the **Covered Component** manufacturers recommendations. Failure to follow the manufacturers service guidelines may result in denial of coverage. Proper documentation and verifiable receipts for all relevant maintenance and repairs may be required in the event of a claim. Receipts must reflect proper Vehicle documentation (i.e. year, make, and model), the complete **Vehicle** Identification Number, the current mileage of the **Vehicle** at the time of repair, and the date the service was performed. Handwritten receipts will not be accepted. If a **Failure** is consistent with lack of proper maintenance, yet you are able to produce relevant maintenance records demonstrating proper maintenance in accordance with manufacturer requirements, the claim will not be denied. At no time will lack of maintenance records be the sole reason for claim denial.

MAINTENANCE RECORD RETENTION: If you return your **Vehicle** to the **Selling Company** for all maintenance and repairs, your **Selling Company** will not only properly maintain **Your Vehicle** as recommended by the manufacturer, but they will also retain copies of your maintenance records to assure proper record retention

Other Important Information

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE DURATION OF THE **LIMITED WARRANTY**. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU**.** THIS **LIMITED WARRANTY** GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

What is Not Covered

This Lifetime Powertrain Limited Warranty does not apply to any of the following:

1. Any repair that has not received prior authorization from the **Warrantor**. This exclusion does not apply to **Emergency Repairs**.
2. Any component not designated as a "Powertrain" component by the manufacturer of your **Vehicle**, or any part not listed in "TERM & COVERAGE".
3. Any vehicle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market).
4. Any vehicle that has been repurchased by or had its price renegotiated with the manufacturer.
5. Any vehicle that has had the manufacturer's warranty revoked, voided, or cancelled; or any vehicle that never came with a manufacturer's warranty.
6. Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained.
7. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings, if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption.
8. The replacement or repair of any **Covered Part** that is within the allowable tolerances prescribed by the manufacturer or that is able to perform the function(s) for which it was designed.
9. Damage due to the alteration, modification, or use of your **Vehicle** in a manner not recommended by the manufacturer, including the use of "non-stock" or modified parts.
10. Any **Breakdown** that is covered by an insurance entity, the manufacturer's warranty or recall, or any component with a warranty or "repairer's guarantee" through a repair facility. Additionally, if an insurance entity, the manufacturer, or repair facility notifies you that they will monetarily participate in a repair that has been authorized and paid by the **Warrantor**, then the **Warrantor** will exercise the right to recover the respective amount.
11. Repairs caused by your failure to provide the proper maintenance to the failed part or parts.
12. Repairs or **Breakdowns** caused by overheating, contamination, or inadequate amounts of fluid.
13. Repairs or **Breakdowns**, or defects resulting from collision, abuse, or negligence.
14. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears)
15. Seals/gaskets and fluids, unless required in connection with the repair or replacement of a **Covered Part**.
16. Maintenance services and parts prescribed in the manufacturer's maintenance schedule for your **Vehicle**. NOTE: During the term of this **Limited Warranty**, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, and filters' (b) adjust

belts, ignition, transmission bands, or clutch system' (c) clean fuel and cooling systems, or remove sludge or carbon deposits' and (d) maintain or replace items not specifically covered under this **Limited Warranty**. These aforementioned services and replacements are your responsibility. Costs for these services and parts are not covered by this **Limited Warranty**.

17. **Wear and Tear**
18. The repair or replacement of the following: (a) exhaust system components and catalytic converters; (b) tires, shells/rims, and shock absorbers; (c) fasteners, nuts, bolts, clips, screws; (d) brake linings, rotors, and drums; (e) hoses, molded rubber, and rubber-like items; (f) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (g) bent shift forks and stretched timing chains.
19. Any expenses that are associated with shop supplies, materials charges, hazardous wasted charges, diagnosis time (where a **Covered Breakdown** has not occurred), freight charges, or storage charges.

Vehicles used for **Commercial** purposes, plowing snow, competitive driving, municipal services, professional emergency services, police services, hire to public, to transport people for hire, or for towing a trailer weighting more than the vehicle manufacturer's recommendations.

20. The repair or replacement of any **Covered Component** that has been damaged by a non-covered component or from an improper repair.
21. The repair or replacement of any non-covered component damaged as a result of the failure of a **Covered Component**.
22. Vehicles needing repairs or replacements outside of the contiguous United States, Alaska, or Hawaii, or Canada.
23. Vehicles registered outside of the contiguous United States, Alaska, or Hawaii.
24. Components specifically for Hybrid Vehicles, Plug-In Hybrid Electric Vehicles (PHEV), All-Electric Vehicles, or Fuel Cell Vehicles, except for the Generator Motor Assembly, Drive Motor Assembly, and Traction Motor Assembly. The Hybrid Batter is not covered in any instance.

What To Do If Your Vehicle Sustains A Mechanical Failure

1. Take immediate action to protect your **Vehicle** from further damage. This may require you to stop the **Vehicle**, turn off the engine, and have the **Vehicle** towed. Any damage resulting from the continued operation of an impaired **Vehicle** will constitute failure to protect your **Vehicle** and will not be covered.
2. Return your **Vehicle** to the **Selling Company's Licensed Repair Facility** for **Covered Repairs**.
3. Present this **Limited Warranty** to the **Licensed Repair Facility**. You may also be required to present proof of all relevant maintenance, as expressed under "MAINTENANCE & RECORDS."
4. Ensure that the **Licensed Repair Facility** contacts the **Warrantor's** Claims Department for authorization and instructions before starting any teardown or repairs.
5. If **Emergency Repairs** are required, deliver your **Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the Warrantor. The Warrantor will determine the reimbursement eligibility in accordance with the terms and conditions of this **Limited Warranty**.
6. You will be required to pay for anything not authorized by the **Warrantor**.

NOTE: You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are properly functioning before You operate the Vehicle.

What The Warrantor Will Do When A Claim Is Reported

The **Warrantor** will determine the extent of coverage, subject to the terms and conditions of this **Limited Warranty**. To that end, the **Warrantor** will verify the **Mechanical Breakdown** with the **Licensed Repair Facility**, verify coverage, determine the **Cost** of the repair and authorize the claim for any **Covered Repairs**. The claim is not approved unless authorization number are given to the **Licensed Repair Facility**.

NOTE: (1) At the sole discretion of the **Warrantor**, failed parts may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality (LKQ).

(2) The **Warrantor** reserves the right to inspect **Your Vehicle** to verify a **Failure**(s). In the even the **Warrantor** determines that a repair in question is not a **Covered Repair**, then you are responsible for any cost incurred.

Regarding payment, all charges are subject to the **Warrantor**'s approval and shall not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flat –rate manuals. The maximum dollar amount per labor hour shall not exceed $100.00, unless approved in advance by the **Warrantor**.

Definitions

BREAKDOWN, FAILED, FAILURE, or **MECHANICAL BREAKDOWN**: The inability of and **Covered Component**(s) that has received proper maintenance, as prescribed by this **Limited Warranty**, to function in the manner for which it was designed. This inability must be the result of defective materials or faulty workmanship not due to **Wear and Tear**. In addition, all **Failed** parts must be outside the allowable tolerances prescribed by the manufacturer.

COMMERCIAL: Usage primarily for profit. Examples include repair work, route work, service work, dump or refuse collection, taxi, livery, delivery, shuttle, construction, emergency services, commercial towing, rental, or realty services.

COST: The customary and reasonable charges for parts and labor necessary to repair or replace **Covered Components**. These charges are subject to the **Warrantor**'s approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flat-rate manuals. The maximum dollar amount per labor hour will not exceed $100 unless approved in advance by the **Warrantor**.

COVERED BREAKDOWN: A **Breakdown** that is covered by this **Limited Warranty**.

COVERED PART(S) and **COVERED COMPONENT(S)**: Any part of the **Vehicle** listed as a **Covered Part/Component** and not excluded from coverage by this **Limited Warranty**.

COVERED REPAIR(S): A repair to a **Covered Part/Component** approved by the **Warrantor**.

EMERGENCY REPAIRS: Repairs made outside of **Warrantor**'s business hours, which, if not performed, would impair the further operation of your **Vehicle**, or render your **Vehicle** inoperable or unsafe to drive.

LICENSED REPAIR FACILITY: Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.

SELLING COMPANY: Dick Hannah's Hyundai of Portland.

LIFETIME POWERTRAIN LIMITED WARRANTY or **LIMITED WARRANTY**: This document in its entirety.

VEHICLE: The Vehicle identified on the first page of this **Limited Warranty**.

WEAR AND TEAR: The gradual reduction in component performance through normal or excessive usage.

YOU or **YOUR**: The person(s) whose name is listed as the Vehicle purchaser on the first page of this Limited Warranty.

Cancellation

The **Warrantor** may cancel this **Limited Warranty** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties. This **Limited Warranty** is non-cancellable in all other instances.

Renewal

This Limited Warranty is non-renewable.

Transfer

This Limited Warranty may not be transferred.

AUTHORIZATION MUST BE OBTAINED FROM THE WARRANTOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.