nuCamp Extended Warranty Terms and Conditions

This Extended Warranty is sold by the Authorized nuCamp Dealer at which You purchased Your nuCamp Camper (the "Camper"). The Extended Warranty is provided by Lexington National Warranty Services, LLC, in all states except California where it will be provided by Pleasant Valley Teardrop Campers, LLC, and Florida where it will be provided by Lexington National Insurance Corporation (collectively "Obligor", "Provider", "We", "Us", "Our"), with an office address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. This Extended Warranty will extend seven years from Your date of purchase.

I. **DEFINITIONS**

- 1. "Administrator" or "nuCamp" means Pleasant Valley Teardrop Campers, LLC with an office location of: 661 Belden Pkwy NE, Sugarcreek, OH 44681.
- 2. "Authorized nuCamp Dealer" means a dealership that has been authorized by nuCamp to sell and perform repairs on a Camper.
- 3. "Breakdown" means a failure of a defective Covered Item or faulty workmanship of a Covered Item as originally supplied by the manufacturer. A Covered Item has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts or conditions.
- 4. "Extended Warranty" means this Extended Warranty between You and Us including these terms and conditions as well as Your Purchase Receipt.
- 5. "Contract Start Date" is the date that You purchased this Extended Warranty.
- 6. "Coverage Period Start Date" is the date that Your coverage begins.
- 7. "Coverage Period End Date" means the date that Your Coverage Period ends.
- 8. "Coverage Period" means the duration of this Extended Warranty from Your Coverage Period Start Date to Coverage Period End Date.
- 9. "Covered Items" means any factory-installed part within Your Camper except as excluded below.
- 10. "Limited Warranty" means the limited warranty provided by nuCamp to You upon Your purchase of Your Camper.
- 11. "Maintenance Schedule" means the schedule regarding Your Camper's maintenance requirements provided to You upon Your purchase of Your Camper.
- 12. "New Camper Manual" means the manual that was provided to You upon Your purchase of Your Camper.
- 13. "Purchase Price" means the amount You paid for this Extended Warranty or the Camper.
- 14. "Purchase Receipt" means the receipt You received at the time of purchase of Your Camper.
- 15. "Selling Dealer" means the Authorized nuCamp Dealer at which You purchased Your Camper.
- 16. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered Item in accordance with this Extended Warranty.
- 17. "You," "Your," and "Customer" mean the holder of this Extended Warranty, whose name appears on the Purchase Receipt.

II. WHAT IS COVERED BY THE EXTENDED WARRANTY

We will pay for the reasonable costs to repair or replace any of the Covered Items listed in the section below which cause a Breakdown. Repairs may be completed with parts of like kind and quality. At Our discretion, the cash value of parts may be provided in lieu of replacement parts. We will only provide coverage as described below; no other coverage will be afforded to You. Preexisting conditions that occurred prior to the Coverage Period Start Date will not be covered.

Covered Items:

- 1. ALDE WATER HEATER/BOILER ASSEMBLY Coverage for the water heater/boiler assembly includes but is not limited to the following: burner assembly, tank, thermostat, thermocouple, gas valve, electronic ignition assembly, manually operated switches, convectors, tubing, and PC board. Excludes glycol heating fluid.
- 2. WASTE SYSTEM ASSEMBLY Coverage for the wastewater system assembly includes but is not limited to the following: shower, toilet, sink(s), holding tanks, mounting brackets and hardware, gate valves, and connections.
- 3. FRESH WATER SYSTEM ASSEMBLY Coverage for the freshwater system assembly includes but is not limited to the following: Water pump, water tank, mounting brackets and hardware, water lines, traps, fittings, and faucets. Excludes water filters.
- 4. ROOF OR BASEMENT AIR CONDITIONING ASSEMBLY Coverage for the roof or basement air conditioning assembly includes but is not limited to the following: compressor, condenser, evaporator, accumulator, expansion valve, thermostat, receiver-dryer, blower motor, high-low cutoff switches, pressure cycling switch, relays. Fans. Capacitors. and PC board. Excludes A/C pans and covers, and duct work.
- 5. RANGE AND OVEN ASSEMBLY Coverage for range and oven assembly includes but is not limited to the following: gas, electric, convection, or microwave units burner assembly, thermostat, thermocouple, burner valves, ignition assembly,

- power hood, PC board, magnetron tube, microwave touch pad, circulating fan and motor. connections and fittings. Excludes the following: Doors, handles, racks and cabinets.
- 6. L.P. GAS SYSTEM ASSEMBLY Coverage for the L.P. gas system assembly includes but is not limited to the following: regulators, mounting brackets, pigtails, L.P. lines, and fittings. Excludes LP gas and LP Cylinder.
- 7. HEATING SYSTEM ASSEMBLY Coverage for the heating system assembly includes but is not limited to the following: furnace, heater, ignitor; burner assembly, thermocouple, gas valve, thermostat; blower motor; heating element; and PC board. Excludes the following: Hoses, lines, fittings and duct work.
- 8. REFRIGERATOR ASSEMBLY Coverage for the refrigerator assembly includes but is not limited to the following: thermostat, thermocouple, refrigerator/freezer cooling unit, refrigerator icemaker, PC board, and eyebrow PC board. Excludes the following: Doors, door seals, handles, shelves and cabinets.
- 9. ELECTRICAL ASSEMBLY Coverage for the electrical assembly includes but is not limited to the following: factory installed 110/12V electrical system (except any wiring, cords and reels), including breaker box and breakers, outlets; power converter/inverter, and solar panel. Excludes the following: all wiring, wiring harness, wiring connectors, fiber optics, light bulbs, LED lights, lenses, cable systems, telephone systems, and any after-market navigational systems.
- 10. BRAKE ASSEMBLY Coverage for the brake assembly includes but is not limited to the following: master drums; master cylinder; hydraulic or electrical brake actuator; and backing plates. Excludes the following: Brake controllers, brake rotors, brake pads, brake linings or shoes.
- 11. SUSPENSION ASSEMBLY Coverage for the suspension assembly includes but is not limited to the following: wheel bearings, spindles, axle shafts, and actuators. Excludes the following: shock absorbers, bent axles or springs due to fatigue, impact, or overloading.
- 12. LANDING JACKS, STABILIZING JACKS, LIFT CRANKS- Covers all parts.
- 13. AWNING: Covers all parts of electrical awning with the exclusion of the awning fabric.
- 14. ENTERTAINMENT Covers all components of built-in electronic audio/visual devices. Excludes the following: personal computers, flat panel display televisions larger than 32 inches. Repairs will be made in accordance with the manufacturers' guidelines.
- 15. ROOF, FLOORS, WALLS, HATCH DOOR: Coverage for the structural integrity of these items.

Emergency Repairs

Should Your Camper become completely disabled and there is no Authorized nuCamp Dealer nearby, please contact Us to assist You with finding a mobile repair service.

III. WHAT YOU MUST DO TO OBTAIN SERVICE

Upon discovery of a Breakdown, please contact nuCamp within five (5) business days by registered letter, phone call (330)-852-4811, or visit the warranty section of the nuCamp website (nucamprv.com).

When contacting nuCamp regarding Your claim and needed Services, please have the following information available:

- 1. Your Purchase Receipt
- 2. VIN (Vehicle Identification Number) containing 17 letters and digits
- 3. Brand, model and floorplan of unit (ex. nuCamp TAB 320 S)
- 4. Date of purchase
- 5. Description of problem
- 6. Photos of damage
- 7. Maintenance Schedule Your New Camper Manual (or repair history, as requested by nuCamp).

nuCamp may direct You to an Authorized nuCamp Dealer, a local RV service center, or may request that You bring Your Camper to the nuCamp factory in Sugarcreek, Ohio for repairs. Repairs performed without prior authorization by nuCamp will not be covered under this Extended Warranty.

You are responsible for presenting Your Camper to nuCamp or an Authorized nuCamp Dealer as soon as a problem exists. Failure to do so could result in further damage that may not be covered by the Extended Warranty.

Always carry this Extended Warranty and Your Maintenance Schedule with You when You take Your Camper to an Authorized nuCamp Dealer for Service or annual maintenance. This material provides the Authorized nuCamp Dealer service staff with the information they need and enables them to record each Service.

IV. YOUR RESPONSIBILITIES

In order to keep this Extended Warranty in effect, You must have Your Camper checked and serviced in accordance with the Maintenance Schedule and New Camper Manual. Failure to follow such recommendations may result in a denial of coverage. You must retain verifiable receipts for the maintenance services performed, identifying the year/make and model, VIN, mileage, date and exact services performed. If You perform the maintenance services, then verifiable receipts showing purchases of all required parts and materials necessary to perform the maintenance must be retained, along with a statement showing the date and mileage when the services were performed and specific services performed.

You must only use Your Camper for normal use in accordance with the New Camper Manual.

Your Responsibility for Using Appropriate Replacement Parts

We recommend only the use of parts supplied by Us. The use of replacement parts not supplied by Us may void Your Camper's Extended Warranty. If a replacement part that We did not supply is used in maintenance, repair or modification of Your Camper, and an Authorized nuCamp Dealer determines it is defective or not equivalent to the original part, your claim for Service or some or all of Your Camper's Extended Warranty may be denied.

V. COVERAGE PERIOD

You must report any Breakdowns to Us either during the Coverage Period or within two (2) days after the Coverage Period End Date.

Coverage begins on the Coverage Period Start Date, which is one (1) year following the purchase of Your Camper and will terminate seven (7) years after Your purchase of Your Camper on the Coverage Period End Date, unless otherwise canceled by You or Us.

VI. EXCLUSIONS AND LIMITATIONS

This Extended Warranty is only available on nuCamp Campers manufactured after January 2022 and purchased in new condition at an Authorized nuCamp Dealer.

Coverage under this Extended Warranty will not be provided for:

- 1. Any Breakdown covered by a manufacturer's warranty, recall, factory bulletin, warranty of work or insurance policy (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- 2. Long term residence. The Camper is intended to be used on a recreational basis. Use of the Camper as a long-term residence (in excess of 60 nights per year) will void this Extended Warranty. If the camper was purchased for recreational use and at a later date converted to a long-term residence, You are entitled to the standard cancellation refund process as stated in this Extended Warranty.
- 3. Tires, batteries, upholstery, cushions, linoleum, mattress, curtains, generator, and other materials, parts and components warranted by persons or entities other than nuCamp. Please refer to the warranties of component manufacturers for terms and conditions of coverage.
- 4. Bowing or warping of walls, roof or floor where the structural integrity of the camper is not compromised;
- 5. Any part or component of the Camper that was not manufactured or installed by nuCamp;
- 6. Normal deterioration due to wear or exposure, including but not limited to rust, corrosion, oxidation, and cosmetic blemishes.
- 7. Normal maintenance and service items, including but not limited to light bulbs, fuses, lubricants, sealants and seals, door adjustments, and awning tension.
- 8. After-market equipment or accessories installed on the Camper after completion of manufacture by nuCamp, or any defects or damage caused by such items.
- 9. Campers purchased directly or indirectly through auction, salvage, repossession, private sale or other noncustomary original sale means.
- 10. Defects or damage caused by, in whole or in part, or in any way related to:
 - a. Accidents, misuse (including off-road use), or negligence;
 - b. Failure to comply with the instructions set forth in any New Camper Manual provided with the Camper;
 - c. Alteration or modification of the Camper except such alterations or modifications approved in writing by nuCamp;
 - d. Acts of God or other environmental conditions, such as lightning, hail, salt, or other chemicals in the atmosphere;
 - e. De-icing agents or other chemicals applied to the Camper;
 - f. Failure to properly maintain or service the Camper, including but not limited to the maintenance of lubricants, sealants, and seals;

- g. Condensation and the results of condensation including water damage and the growth of mold or mildew. Mold and mildew are natural growths given certain environmental conditions and are not covered by the terms of this Extended Warranty;
- h. The addition of weight to the Camper that causes the Camper's total weight to exceed applicable Camper weight ratings, or addition of weight causing improper distribution of the weight of the Camper;
- i. Selection, use, and operation of any hitch assembly;
- j. Failure to seek and obtain repairs in a timely manner;
- k. Failure to use reasonable efforts to mitigate damage caused by defects;
- I. Failure to properly ventilate the Camper;
- m. Improper electric power supply or improper vehicle hookup to other facilities.
- 11. Misuse, abuse, collision, improper repairs, overloading, neglect or lack of maintenance which results in damage.
- 12. Alteration or installation of equipment, not approved by nuCamp, that results in damage. This includes, but is not limited to electrical, gas, plumbing or structural issues.
- 13. Normal wear, fading or deterioration of fabrics, flooring, graphics or metal components including weathering, discoloration, surface corrosion of unpainted surfaces or minor blemishes due to normal use.
- 14. Any product used outside of the intended scope of its customary purpose.
- 15. Any unregistered product not normally used in the US or Canada.
- 16. Any Camper used as a rental unit.
- 17. Any promises made by any person beyond what is stated in this document.
- 18. Condensation on any window or other parts or any results of condensation.

CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED. We shall not be liable for incidental or consequential damages, such as expenses for transportation, lodging, damage to personal property, loss of personal property, loss of use of Your Camper, inconvenience, or loss of income.

Some states do not allow the exclusion or limitation of consequential and incidental damages. Therefore, such limitations or exclusions may not apply to you. No expressed guarantees given other than that stated herein. This Extended Warranty gives you specific legal rights. You may have other rights, which vary from state to state.

WE RESERVE THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION, OR IF THE DOCUMENTATION DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE OR TIRES. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY OBLIGOR, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME AND SUBJECT TO CIVIL AND/OR CRIMINAL SANCTIONS.

LIMITATION OF LIABILITY: THIS EXTENDED WARRANTY SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING YOUR CAMPER. THE OBLIGOR SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE CAMPER, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE OBLIGOR DOES NOT AUTHORIZE ANY PERSON, ENTITY OR AUTHORIZED nuCamp DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS EXTENDED WARRANTY.

VII. <u>COVERAGE LIMIT</u>

Single Claim Limit: Our liability with respect to any one claim is limited to the cost to repair or replace any Covered Item. Repairs may be completed with parts of like kind and quality, commensurate with the age of Your Camper at the time the parts failed. Replacement Covered Items or parts may be new, rebuilt, or refurbished, as determined by Us. Furthermore, in no event shall Our liability exceed the cost necessary to correct the actual cause of the Breakdown.

In the event that a replacement part or Covered Item cannot be found, We will provide You with a cash amount, based upon the market costs of parts of like, kind and quality, commensurate with the age of Your Camper at the time the parts failed.

Aggregate Claim Limit: Our liability with respect to the total of all benefits paid or payable while this Extended Warranty is in force shall not exceed the lesser of:

1. Unit Purchase Price, as shown on the Purchase Receipt; or

2. NADA current value of Your Camper immediately prior to the Breakdown.

VIII. <u>CANCELLATION</u>

You may return this Extended Warranty to the Selling Dealer within thirty (30) days of the Contract Start Date. If no claim has been made under the Extended Warranty within the 30-day period, the Extended Warranty is void and You shall receive a refund of the full price paid for the Extended Warranty.

You may cancel this Extended Warranty after thirty (30) days from the Contract Start Date and will receive a pro-rata refund of the Purchase Price of the Extended Warranty, less claims paid. Please contact your Selling Dealer to request a refund.

We may cancel this Extended Warranty for non-payment of the Purchase Price to Us, or for material misrepresentation or fraud at time of sale.

IX. TRANSFERABILITY

The balance of this Extended Warranty may be transferred to another private owner through retail transaction.

We do not charge a fee for this transfer. nuCamp does require that a notification letter be mailed to nuCamp to update nuCamp's records.

This Extended Warranty is not valid on sales by any non-authorized commercial dealer or broker. If Your Camper is traded to a non-authorized nuCamp dealer or broker for resale purposes, the Extended Warranty is cancelled.

If You sell Your Camper, the New Camper Manual, this Extended Warranty, and the Maintenance Schedule should be left in the Camper to make all operating safety and maintenance information available to the next owner.

We may assign this Extended Warranty, in whole or in part, without Your consent, to the fullest extent allowed by law. You understand and agree that, in the event of such an assignment, We will have no further obligation to You.

X. DISPUTE RESOLUTION/ARBITRATION AGREEMENT and CLASS ACTION WAIVER

This provision constitutes an agreement to resolve any disputes, claims or controversies under this Extended Warranty through good faith negotiation. Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.

The parties agree that if a dispute cannot be resolved, trial courts within Tuscarawas County, Ohio will have exclusive jurisdiction to try the dispute. WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.

BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS EXTENDED WARRANTY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.

This Extended Warranty will be governed, construed and enforced in accordance with the laws of the state of Ohio.

Any legal or judicial proceeding commenced by or on behalf of You under this Extended Warranty (including the assertion by You of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued though the courts, through arbitration, or through any other judicial forum) are not permitted. BY ENTERING INTO THIS EXTENDED WARRANTY, YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST US OR OUR AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST US OR OUR AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.

Any failure by Us to assert a right or enforce a requirement under this Extended Warranty shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

XI. PAYMENT PLAN AGREEMENTS

If this Extended Warranty was purchased on a payment plan, the failure to make monthly payments in a timely manner will result in cancellation of this Extended Warranty, unless state law mandates otherwise. The funding party shall be entitled to any refund resulting from cancellation for any reason.

XII. INSURANCE STATEMENT

THIS EXTENDED WARRANTY IS NOT A CONTRACT OF INSURANCE. THE OBLIGOR'S OBLIGATIONS TO PERFORM UNDER THIS EXTENDED WARRANTY ARE BACKED BY A SERVICE CONTRACT REIMBURSEMENT POLICY ISSUED BY LEXINGTON NATIONAL INSURANCE CORPORATION, LOCATED AT 11426 YORK ROAD, 2ND FLOOR, COCKEYSVILLE, MARYLAND 21030. IF THE OBLIGOR FAILS TO PAY OR PROVIDE SERVICE ON A CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, YOU ARE ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

XIII. STATE DISCLOSURES

ALABAMA: Preexisting conditions are not covered by this Extended Warranty. CANCELLATION: If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Warranty to the Selling Dealer.

ALASKA: WHAT IS NOT COVERED: This Extended Warranty provides coverage if Your Camper is used for snow removal, provided Your Camper is properly equipped. This Extended Warranty does **not** provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Agreement) and attorney fees.

CANCELLATION: If You cancel this Extended Warranty within 60 days and no claims have been paid, a 10% penalty of the unearned Agreement Purchase Price per month will be added to any refund that is not paid or credited within fortyfive (45) days of Your return of the Agreement to the Selling Dealer. If You cancel this Agreement after sixty (60) days or after a claim has been paid, a pro rata refund will be provided. The Provider may cancel Your Agreement if the reason for cancellation is nonpayment of the Provider fee, material misrepresentation by You, conviction of a crime which increases hazard covered by the Agreement, fraud, negligent act or omission, physical property changes or break of duty. The Provider shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date and reason of the cancellation. Prior notice is not required for nonpayment of the Provider fee, fraud, or material misrepresentation by You in pursuing a claim under this Agreement. If cancelled by the Provider for a reason other than nonpayment of the Provider fee, You will receive a pro rata refund of any unearned premium, less any claims paid.

ARIZONA: This Extended Warranty cannot be cancelled or voided by the service company or its representatives for Preexisting conditions, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its sub-contractors. Preexisting conditions that were known or should reasonably have been known by Us or the person selling the Agreement on Our behalf will not be excluded. The

Administrator will perform, or arrange to have performed, any repair services promised within a reasonable time and in a competent and workmanlike manner.

CALIFORNIA: RESPONSIBILITY FOR BENEFITS: Performance to You under this Extended Warranty is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Extended Warranty has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is Lexington National Insurance Corporation. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357. CANCELLATION: No administrative fee will be charged for cancellation initiated within the first sixty (60) days after the Date of Sale.

COLORADO: This Agreement is covered by an insurance policy in effect with Lexington National Insurance Corporation. If We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You are entitled to make a direct claim against the insurer, LEXINGTON NATIONAL INSURANCE CORPORATION, LOCATED AT 11426 YORK ROAD, 2ND FLOOR, COCKEYSVILLE, MARYLAND 21030.

CONNECTICUT: The coverage afforded by this Extended Warranty is still available should the Extended Warranty term lapse while Your Camper is in the custody of repair facility for a covered repair. Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with a Purchase Price of three thousand dollars (\$3,000) but less than five thousand dollars (\$5,000) -Provides Coverage for 30 days or 1,500 miles, whichever occurs first; Used vehicles with a Purchase Price of \$5,000 or more - Provides Coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. Your Camper may be covered by this law. If so, the following is added to this Extended Warranty: In addition to the dealer warranty required by this law, You have elected to purchase this Extended Warranty, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have

been charged separately only for this Extended Warranty. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in the Extended Warranty apply only to this Extended Warranty and are not the terms of the required dealer warranty. The State of Connecticut has established an arbitration process to settle disputes between You and the Selling Dealer arising from Extended Warranties. A written complaint may be mailed to State of Connecticut, Insurance Department, PO Box 816, Hartford, Connecticut 06142-0816. Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the Agreement, the cost of repair and a copy of this Extended Warranty. You may cancel this Agreement if You return Your Camper or if Your Camper is sold, lost, stolen, or destroyed.

GEORGIA: WHAT IS NOT COVERED: 1) repairs of components which have been modified by You or added to the Your Camper after purchase, 2) any repairs on Your Camper if Your mileage has been altered or if Your odometer has been tampered with while owned by You, or 3) any alterations made by You or with Your knowledge which cause Your Camper to be out of compliance with the manufacturer's specifications are not covered. The sentence "Preexisting conditions that..." is revised to read as follows: Preexisting conditions that are known to You are not covered (all parts covered under this Agreement must be functioning properly and not in need of repair at the Date of Sale of Your Camper and this Agreement)." You may cancel this Extended Warranty for any reason at any time by surrendering it or by submitting written notice to the Selling Dealer. If You have canceled this Agreement and have not received the refund from the Provider or the Administrator within sixty (60) days of such cancellation, You may contact Lexington National Insurance Corporation directly. Company Cancellation: This Agreement is non- cancelable by the Provider except for fraud, misrepresentation, or failure to pay premium. If the Provider cancels this Agreement, You will receive written notice within thirty (30) days. Cancellation shall not be in effect less than thirty (30) days prior to the effective date of the notice. In the event Your Camper is repossessed or declared a total loss there will be no coverage provided under this Extended Warranty. If you cancel this Contract within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty will be added to any refund not paid or credited within forty-five (45) days after receipt of the cancellation request.

HAWAII: Preexisting conditions are not covered by this Extended Warranty. Breakdown means the failure of a Covered Part under normal service due to defects in material and workmanship. A Covered Part has failed when it can no longer perform the function for which it was solely designed because of its condition and not because of the action or inaction of any non-covered parts. Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than twenty-five thousand (25,000) miles at Date of Sale – Provides Coverage for ninety (90) days or five

thousand (5,000) miles, whichever occurs first; Used vehicles with twenty-five thousand (25,000) miles or more but less than fifty thousand (50,000) miles at the Date of Sale -Provides Coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first; Used vehicles with fifty thousand (50,000) miles or more but less than 75,000 miles at the Date of Sale – Provides Coverage for thirty (30) days or one thousand (1,000) miles, whichever occurs first. Your Camper may be covered by this law. If so, the following is added to this Extended Warranty. In addition to the dealer warranty required by this law, You have elected to purchase this Extended Warranty, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Extended Warranty. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in this Extended Warranty apply only to this Extended Warranty and are not the terms of the required dealer warranty. CANCELLATION: If You cancel this Extended Warranty, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within fortyfive (45) days of Your return of the Extended Warranty to the Selling Dealer.

IDAHO: Coverage afforded under this Extended Warranty is not guaranteed by the Idaho Insurance Guarantee Administration.

INDIANA: Your proof of payment to the Selling Dealer for this Extended Warranty shall be considered proof of payment to the Insurance Company which guarantees the obligations of the Provider, provided such insurance was in effect at the time You purchased this Extended Warranty. Preexisting conditions are further defined as any conditions known at Your Camper Date of Sale and issuance of this Extended Warranty. This Extended Warranty is not insurance and is not subject to Indiana insurance law. CANCELLATION: If Your cancellation refund is not paid within sixty (60) days after the Extended Warranty has been returned to the Selling Dealer, You may request a refund from LEXINGTON NATIONAL INSURANCE CORPORATION, LOCATED AT 11426 YORK ROAD, 2ND FLOOR, COCKEYSVILLE, MARYLAND 21030.

IOWA: This Extended Warranty is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357. If You have questions regarding Your Extended Warranty, You may address them to the Iowa Insurance Commissioner at the following: Iowa Insurance Division 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000, (515) 654-6500. CANCELLATION: If You cancel this Extended Warranty, You will receive within fifteen (15) days a written confirmation of termination. If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within thirty (30) days of Your return of the Extended Warranty to the Selling Dealer. Any motor vehicle weighing sixteen thousand pounds, or more is not covered under Iowa Code 3211.

KENTUCKY: If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

LOUISIANA: This Agreement is not insurance. This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the Attorney General. CANCELLATION: If the Extended Warranty is canceled within sixty (60) days of Your purchase of this Agreement (the Initial Period), the amount of the refund shall be equal to the full amount paid for this Agreement. After the Initial Period, the amount of the refund shall be a pro-rata share of the Agreement Purchase Price. The provider of the Agreement shall mail a written notice to the contract holder at the last known address if the service contract holder contained the records of the service contract provider at least fifteen (15) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. A ten percent (10%) penalty per moth shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the provider.

MAINE: Preexisting conditions are not covered by this Extended Warranty. CANCELLATION: If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Warranty to the Selling Dealer. A full refund will include any applicable sales tax. The Provider of the Extended Warranty shall mail a written notice to the Agreement Holder at the last known address of the Agreement Holder at least fifteen (15) days prior to the cancellation by the Provider. The notice will contain the reason and effective date of cancellation.

MICHIGAN: If performance of the service contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

MINNESOTA: CANCELLATION: If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Warranty to the Selling Dealer.

MISSOURI: This Extended Warranty is not an insurance contract. CANCELLATION: If You cancel this Extended Warranty, You will receive a written confirmation of termination within forty-five (45) days. If You cancel this

Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Warranty to the Selling Dealer. A claim against the Provider may also include a claim for return of the unearned Provider fee.

NEVADA: This Extended Warranty is non-renewable. Preexisting conditions are not covered by this Extended Warranty. CANCELLATION: If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty of the Agreement Purchase Price per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Warranty to the Selling Dealer. No Agreement that has been in effect for at least seventy (70) days may be cancelled by the Provider before the expiration of the agreed term or one (1) year after the Agreement Date of Sale, whichever occurs first, except any of the following grounds: 1. Failure by You to pay an amount when due: 2. Conviction of the Agreement Holder of a crime which results in an increase of the service required under the Agreement: 3. Discovery of fraud or material misrepresentation by You in obtaining the Agreement, or in presenting a claim for service there under; 4. Discovery of: (a) An act or omission by You; or (b) A violation by You of any condition of the Agreement, which occurred after the Agreement Date of Sale which substantially and materially increases the service required under the Agreement; or 5. A material change in the nature or extent of the required service or repair which occurs after the Agreement Date of Sale which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold. If the Provider cancels the Agreement, We shall mail a written notice of cancellation to You at the last known address before the fifteenth (15th) day preceding the effective date of the cancellation. The notice will state the effective date of cancellation and the reason for cancellation. No claims paid or pending will be deducted from any refund.

NEW HAMPSHIRE: RESPONSIBILITY FOR BENEFITS: If You are not satisfied with the insurance company's response, You may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261. CANCELLATION: In the event of cancellation, the Lienholder, if any, will be named on the refund check as their interest may appear. TRANSFER FEE: No Transfer Fee will be charged.

NEW JERSEY: CANCELLATION: If this Extended Warranty is cancelled within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Warranty to the Selling Dealer. If the Provider cancels the Agreement for any reason other than nonpayment of the Agreement Purchase Price, material misrepresentation by You, or a substantial breach of duties by You, the Provider shall mail a written notice to You at Your last known address at least five (5) days

prior to cancellation by the Provider. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

NEW MEXICO: CANCELLATION: If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within sixty (60) days of Your return of the Extended Warranty to the Selling Dealer. No Contract that has been in effect for at least seventy (70) days may be cancelled by the Provider before the expiration of the agreed term or one (1) year after the Contract Retail Date, whichever occurs first, except any of the following grounds: 1. Failure by You to pay an amount when due: 2. Conviction of the holder of a crime which results in an increase of the service required under the contract: 3. Discovery of fraud or material misrepresentation by You in obtaining the Contract, or in presenting a claim for service there under; 4. Discovery of: (a) An act or omission by You; or (b) a violation by You of any condition of the Contract, which occurred after the Contract Retail Date which substantially and materially increases the service required under the Contract; or 5. A material change in the nature or extent of the required service or repair which occurs after the Contract Retail date which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold. If We cancel the Contract, We shall mail a written notice of cancellation to You at the last known address before the fifteenth (15th) day preceding the effective date of the cancellation. The notice will state the effective date of cancellation and the reason for cancellation. This Extended Warranty is non-renewable.

NEW YORK: Preexisting conditions are not covered by this Extended Warranty. Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with thirty-six thousand (36,000) miles or less on the Date of Sale – Provides Coverage for ninety (90) days or four thousand (4,000) miles, whichever occurs first; Used vehicles with more than thirty-six thousand (36,000) miles but less than eighty thousand (80,000) miles on the Date of Sale - Provides Coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first; Used vehicles with eighty thousand (80,000) miles or more but not more than one hundred thousand (100,000) miles on the Date of Sale – Provides Coverage for thirty (30) days or one thousand (1,000) miles whichever occurs first. Your Camper may be covered by this law. If so, the following is added to this Extended Warranty: In addition to the dealer warranty required by this law, You have elected to purchase this Extended Warranty, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Extended Warranty. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in the Extended Warranty apply only to this Agreement and are

not the terms of the required dealer warranty. CANCELLATION: If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within thirty (30) days of Your return of the Extended Warranty to the Selling Dealer.

NORTH CAROLINA: CANCELLATION: In the event of cancellation, the Lienholder, if any, will be named on the refund check as their interest may appear.

OKLAHOMA: Coverage afforded under this Extended Warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. This Extended Warranty is not issued by the manufacturer or wholesale company marketing the product. This Extended Warranty will not be honored by such manufacturer or wholesale company. CANCELLATION: In the event of repossession or total loss the Lienholder will be the sole payee. If the Extended Warranty is canceled by You, You will receive one hundred percent (100%) of the unearned pro-rata Extended Warranty Purchase Price, less any claims paid. In the event the Extended Warranty is canceled by the association; the unearned pro-rata refund shall be based upon one hundred percent (100%) of the Extended Warranty Purchase Price. Service Warranty License #510485852

OHIO: This Extended Warranty is not insurance and is not subject to the insurance laws of the state of Ohio.

RHODE ISLAND: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than thirty-six thousand (36,000) miles on the Date of Sale - Provide Coverage for ninety (90) days or four thousand (4,000) miles, whichever occurs first; Used vehicles with thirty-six thousand (36,000) miles or more but less than one hundred thousand (100,000) miles on the Date of Sale –Provide Coverage for thirty (30) days or one thousand (1,000) miles, whichever occurs first. Your Camper may be covered by this law. If so, the following is added to this Extended Warranty: In addition to the dealer warranty required by this law, You have elected to purchase this Extended Warranty, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Extended Warranty. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in the Extended Warranty apply only to this Extended Warranty and are not the terms of the required dealer warranty.

SOUTH CAROLINA: Disclosure Notification: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467. Preexisting conditions are not covered by this Extended Warranty. CANCELLATION: If this Extended Warranty is cancelled within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited

within forty-five (45) days of Your return of the Extended Warranty to the Selling Dealer. If the Provider cancels the Agreement for any reason other than non-payment of the Agreement Purchase Price, material misrepresentation by You, or a substantial breach of duties by You, the Provider shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation by the Provider. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

TEXAS: Unresolved complaints or questions concerning the regulation of service contracts (Extended Warranties) may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202. Preexisting conditions are not covered by this Extended Warranty, CANCELLATION: If this Extended Warranty is cancelled within sixty (60) days of Your purchase of the Extended Warranty and You have not incurred a claim, this Extended Warranty shall be void and a one hundred percent (100%) refund of the full amount paid will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided Extended Warranty that is not paid within fortyfive (45) days of return of this Extended Warranty to the Selling Dealer. If Your cancellation refund is not paid within forty-five (45) days after the Extended Warranty has been returned to the Selling Dealer, You may request a refund from Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245. If the Provider cancels the Agreement, the Provider shall mail a written notice of cancellation to You at the last known address before the fifth (5th) day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement Purchase Price, a material misrepresentation by You, or a substantial breach of duties by You relating to Your Camper or its use. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

UTAH: You have the option of financing this Extended Warranty or paying for it in full at the time of purchase. Coverage provided under this Extended Warranty is not guaranteed by the Property and Casualty Guaranty Association. This Extended Warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CANCELLATION: If the Provider cancels this Agreement for the following reasons: (1) misrepresentation, fraudulent acts, intentional torts or violation of any terms or conditions of the Agreement; (2) non-payment of Purchase Price: and (3) ineligible vehicle or invalid state in which the Agreement was purchased, notice will be mailed to You at the address shown on the registration by certified mail thirty (30) days prior to the effective date of the cancellation.

VIRGINIA: If any promise made in the contract 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.virginia.gov/food-

<u>extended-servicecontractproviders.shtml</u> to file a complaint. All other terms and conditions of the **Agreement** are unchanged.

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. CANCELLATION: If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Warranty to the Selling Dealer. The Provider may cancel Your Agreement if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by You to the Provider or a substantial breach of duties by You relating to the covered product or its use. Additionally, if cancelled by the Provider, the Provider shall mail a written notice to You at Your last known address, contained in our records, at least five (5) days prior to cancellation by the Provider. The notice shall state the effective date and reason of the cancellation. OBLIGATIONS: If the Provider does not provide, reimburse, or pay for a service that is covered under this Agreement within 60 days after the Agreement Holder provides proof of loss, or if the Provider becomes insolvent or otherwise financially impaired, the Agreement Holder may file a claim directly with the insurer for reimbursement, payment, or provision of the service. The insurer is Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245. In situations involving subrogation, the Agreement Holder will be made whole before the company may retain amounts it has recovered.

WYOMING: Preexisting conditions are not covered by this Extended Warranty. CANCELLATION: If You cancel this Extended Warranty within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to any refund that is not paid or credited within fortyfive (45) days of Your return of the Extended Warranty to the Selling Dealer. If this Agreement has been financed, the Lienholder may cancel the Agreement and be named sole payee on any refund should Your Camper be declared a total loss or is repossessed. Otherwise, any refund check will be made payable to the Agreement Holder and the Lienholder as their interest may appear. The Provider of the Extended Warranty shall mail a written notice to the Agreement Holder at the last known address of the Agreement Holder contained in the records of the Provider at least ten (10) days prior to cancellation by the Provider. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by the Agreement Holder to the Provider or a substantial breach of duties by the Agreement Holder relating to the covered product or its use.