



ASTON MARTIN

ASTON MARTIN EXTENDED SERVICE CONTRACT



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Provider: Aston Martin Lagonda of North America Inc., 9920 Irvine Center Drive, Irvine, CA 92618; Telephone 949-379-3100

Administrator: Aston Martin Extended Administration c/o Warrantech Automotive Inc., P.O. Box 1007, Bedford, TX 76095; Telephone 855-327-2007

Florida Residents: Obligor/Provider is Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038; Telephone 866-327-5818, License #01913, and the Administrator is Warrantech Automotive of Florida, Inc., P.O. Box 959, Bedford, TX 76095; Telephone 855-327-2007, LICENSE #60082.



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1. INTRODUCTION

This Aston Martin Extended Service Contract has been specially designed to ensure that You get the most from Your motoring with the minimum of inconvenience. As You would expect from Aston Martin, You'll receive a first-class service that's always reliable with Claims handled quickly and efficiently by Our team of experts.

This Document outlines how things work, the two different levels of coverage and the benefits You now enjoy as an Aston Martin Extended Service Contract Holder. Please ensure this Document remains with Your vehicle at all times as it must be presented to Your Servicing/Repairing Aston Martin Franchised Dealer before a Claim can be accepted.

IMPORTANT

Coverage is conditioned upon adherence to the terms and conditions of the Application, Confirmation Letter and this Document.

Please read the following notes carefully:

1. The Extended Service Contract shall not become effective unless and until:
 - a) The Aston Martin Multipoint Inspection Certificate has been completed and the Application has been received by Aston Martin, and
 - b) Any payment due has been received by the Administrator.
2. The Application must be:
 - a) Completed by both You and the Dealer making the application on Your behalf and
 - b) Received by the Administrator.

If You have not received Your copy of the Confirmation Letter within 30 days of Your application, contact Your Aston Martin Franchised Dealer.



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2. DEFINITIONS

Administrator: Aston Martin Extended Administration c/o Warrantech Automotive Inc., P.O. Box 1007, Bedford, TX 76095; Telephone 855-327-2007 (Florida Residents: the Administrator is Warrantech Automotive of Florida, Inc., P.O. Box 959, Bedford, TX 76095; Telephone 855-327-2007, LICENSE #60082).

Applicant / Holder / Purchaser ('You', 'Your', 'Yours'): The person or company named on the Confirmation Letter or such other subsequent individual or entity to whom the benefit of the coverage is validly transferred.

Application

An application for the Extended Service Contract which is completed with the required details and submitted to the Administrator and which forms part of the Contract agreement.

Claim

Any cost for which You seek payment or reimbursement from Us under this Extended Service Contract. A single Claim can consist of more than one Failure.

Company / Contract Provider ('We', 'Us', 'Our'): Aston Martin Lagonda of North America Inc., 9920 Irvine Center Drive, Irvine, CA 92618; Telephone 949-379-3100 (Florida Residents: Obligor/Provider is Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038; Telephone 866-327-5818, License #01913).

Confirmation Letter

The welcome letter/document sent to the Applicant / Holder / Purchaser on acceptance of the Application.

Contract Document ('Document')

This complete document, the Application, and Confirmation Letter.

Dealer

The Aston Martin Franchised Dealer that supplied this Extended Service Contract to the Applicant / Holder / Purchaser.

Extended Service Contract ('ESC' 'Contract')

The service contract purchased by the Holder and provided by the Company to the Holder on the terms contained in the Document and the Confirmation Letter.

Failure

The inability of an original or replacement component covered by the terms contained in this Document to function in normal service.

Repairing Dealer or Servicing Dealer

Any approved Aston Martin Franchised Dealer which undertakes the service or repair of the Vehicle.

Period of Coverage

The period of coverage provided in the Confirmation Letter.

Plus Coverage

The level of coverage as defined in Section 5. of this Document.

Premium Coverage

The level of coverage as defined in Section 4. of this Document.

Private Sale

The sale of the Vehicle by the Holder directly to a private individual who is not in the business of buying or selling vehicles or representing any such company or entity.

Vehicle



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The motor vehicle covered by this Contract as identified on the Application and Confirmation Letter.



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3. MAXIMUM CLAIM LIABILITY

The aggregate of the Company's total liability to the Applicant / Holder / Purchaser is limited in respect of all or any Claims made under this Contract. Claims costs are unlimited in value during the Period of Coverage up to an aggregate maximum of the value of the Vehicle at the time of Application for this Contract. For Contracts registered at the time of purchase of the Vehicle, the value of the Vehicle shall be the purchase price paid for the Vehicle. For all other Contracts, the Vehicle value shall be the value as defined by the relevant NADA guide.



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4. WHAT IS COVERED – PREMIUM COVERAGE

a) WHAT IS COVERED

Except as provided in this Document, the Company will pay for all repairs by any Aston Martin Franchised Dealer to remedy any Failure of factory installed components using new or remanufactured components. The terms, conditions and limitations on coverage and liability are incorporated in this Document. A Vehicle registered under this Contract is also covered by the Aston Martin Emergency Assistance as referenced in Section 13. ROADSIDE ASSISTANCE.

b) EXCLUSIONS:

Coverage under this Contract does not apply to:

Body components

Body components such as strikers and hinges, which may need adjustment from time to time.

Brake facings

The renewal of brake facings, pads or rotors due to general wear or abnormal use of the brakes.

Clutch life

The renewal of any clutch component due to incorrect adjustment, misuse or general wear and tear.

Contaminated fuel

The clearing of fuel lines, filters, injectors, pumps or any other component within the fuel delivery system including damage to components resulting from the use of incorrect or contaminated fuel.

Miscellaneous

Tires or wheel balancing, general adjustments, de-carbonation, batteries, bulbs, water ingress, exhaust system, and wiper arms and blades. Tools, jacks, battery conditioners and other items which may be supplied with, but are not an integral part of, the Vehicle.

Paintwork / Bodywork

All bodywork, paintwork, wheels, glass and cosmetic finishers.

Soft trim (including convertible vehicle soft-tops)

Deterioration of soft trim and appearance items due to wear and/or exposure.

c) SCHEDULED SERVICING

The coverage provided by this Contract does not apply to normal maintenance services, and the replacement of service items including but not limited to: spark plugs, oil filters, lubricants, drive belts and other items fitted in connection with routine servicing.

d) EXTENDING COVERAGE

The Holder may be eligible, subject to certain Vehicle age and other requirements, to obtain an Extended Service Contract or extend the existing ESC providing an application is submitted to an Aston Martin Franchised Dealer, with the required fee, prior to the expiration of the current Period of Coverage. Contact an Aston Martin Franchised Dealer for information and conditions.



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5. WHAT IS COVERED – PLUS COVERAGE

a) WHAT IS COVERED

Except as provided in this Document, the Company will pay for all repairs by any Aston Martin Franchised Dealer to remedy any Failure of the following factory installed components using new or remanufactured components. The terms, conditions and limitations on coverage and liability are incorporated in this Document. A Vehicle registered under this Contract is also covered by the Aston Martin Emergency Assistance referenced in Section 13. ROADSIDE ASSISTANCE.

The following components are covered:

Engine

Internal failure of all components **other than: belts, cables, hoses, pipes, exhaust system, pulleys, de-carbonation, spark plugs, engine tuning or adjustments, mountings and all oil leaks.**

Cooling System/Intercoolers

Internal failure of all components **other than: belts, hoses, pipes, clogging and sedimentation.**

Air conditioning

Internal failure of all components **other than: belts, pulleys, filters and/or driers.**

Gearbox/Transmission

Internal failure of all components **other than: belts, cables, external linkages, gear lever, mountings and all oil leaks.**

Clutch

Internal failure of all components **other than: external linkage and failure due to incorrect adjustment, misuse or wear and tear.**

Differential/Final Drive

Internal failure of all components **other than: rubber couplings, boots, gaiters and all oil leaks.**

Wheel bearings

Internal failure of all components.

Steering

Internal failure of all components **other than: steering wheel and fittings, joints, bushes, rubber boots and gaiters.**

Suspension

Internal failure of all components **other than: mountings, suspension arms, bushes, ball joints, swivel pins, anti-roll bar, sub frames, wheels and tires.**

Brakes

Internal failure of all components **other than: hoses, pipes, rotors and friction materials.**

Fuel System

Internal failure of all components **other than: fuel, hoses and engine tuning , or the clearing of fuel lines, filters, injectors, pumps or any other component within the fuel delivery system including damage to components resulting from the use of incorrect or contaminated fuel.**



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WHAT IS COVERED – PLUS COVERAGE (Cont.)

Electronics

Failure of all factory-fitted components **other than: battery, fuses, lamp units and bulbs, cigar lighter, indicator flasher unit, any in-car entertainment, telephone, navigational or direction finding equipment, wiring and printed circuits.**

Supercharger unit

Failure of supercharger unit.

Casings

All casings are covered provided they have been damaged by a failure in one of the previously listed covered components. **All damage due to accident, frost or lack of antifreeze is excluded.**

b) EXCLUSIONS

All that has not been identified in Section 5. a) of this Extended Service Contract and specifically, all bodywork, paintwork, glass, upholstery, door and window seals, trim and cosmetic finishers, service items, adjustments of any component, wear and tear, the deterioration of soft trim and appearance items (including the soft top on convertible vehicles) due to wear and tear and/or exposure, wiper blades, arms and linkages.

c) EXTENDING COVERAGE

The Holder may be eligible, subject to certain Vehicle age and other requirements, to obtain an Extended Service Contract or extend the existing ESC providing an application is submitted to an Aston Martin Franchised Dealer, with the required fee, prior to the expiration of the current Period of Coverage. Contact an Aston Martin Franchised Dealer for information and conditions.



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6. HOW TO MAKE A CLAIM

Should it be necessary to make a Claim, take Your Vehicle along with this Document and the Confirmation Letter to the Dealer who supplied it or to any other Aston Martin Franchised Dealer. A list of Aston Martin Franchised Dealers is available on the website www.astonmartin.com. If necessary use Aston Martin Emergency Assistance to take Your Vehicle to an Aston Martin Franchised Dealer.

The Repairing Dealer may only act on the instruction of the Contract Holder and not a third party. The Repairing Dealer may ask for proof of identity, or for a repair order authorization signature, or written instructions.

IMPORTANT: No repairs should be commenced until a Claim has been accepted and authorized by the Administrator. In case of an emergency after hours, refer to Section 13. ROADSIDE ASSISTANCE.



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7. GENERAL EXCLUSIONS

This Contract does not cover:

a) **Failure whensoever it might occur:**

i) Which could be reasonably stated by a licensed mechanic appointed by the Company, to have been due to a fault(s) present before commencement of this Contract. Any such pre-existing fault(s) must be corrected before this Contract becomes effective.

ii) Which could be attributable, in the reasonable opinion of a licensed mechanic appointed by the Company, to the lack of proper maintenance.

iii) Which is attributable to components that have failed which are subject to a manufacturer's recall or service campaign.

iv) Which is attributable to components that have failed which can be considered as having an inherent design fault.

b) **Any Claim:**

i) Unless the Vehicle has been properly serviced at the time and mileage intervals specified by the manufacturer and otherwise in accordance with the manufacturer's recommendations. A maximum allowance of 1,000 miles less than or in excess of the stipulated mileage and four weeks prior to or in excess of the stipulated time period is permitted.

ii) If the Vehicle's odometer has been tampered with, altered, or disconnected.

iii) In whole or in part due to any kind of accident or any act or omission that is willful, unlawful, or negligent.

iv) Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, animal, or water.

v) Caused by pulling a trailer or another vehicle, unless the Vehicle is equipped for this as recommended by the vehicle manufacturer.

vi) Caused by contamination of fluids, fuels, coolants or lubricants

vii) Associated with the labor charges to diagnose, teardown, reassemble, repair or replace part(s) which are not covered.

c) **Repairs, replacements or alterations:**

i) Not authorized by the Company or Administrator.

ii) Of any components which have not actually failed but which are repaired or replaced, or which are reported or discovered during servicing and/or maintenance work as requiring repair or replacement.

iii) Of any components which have been modified from the manufacturer's specification.



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- iv) The cost of which is recoverable by the Holder under any other existing service program/contract, guarantee, or warranty, including but not limited to those provided by the manufacturer.
- d) The gradual reduction in operating performance of the Vehicle commensurate with its age and mileage including (but not limited to):
 - i) Gradual loss of engine compression necessitating the repair of valves or rings.
 - ii) Gradual increase in oil consumption due to normal operating functions.
- e) Vehicles used for motorsport, competition and track events irrespective of whether or not such use is timed or involves high speed (except events organized and managed officially by Aston Martin Lagonda of North America Inc. or Aston Martin Lagonda Limited)
- f) Any Vehicle used for any commercial purpose, hire or reward, (e.g., taxis, self-drive, driving schools, etc.), during the Period of Coverage.
- g) Any Vehicle owned or operated by a garage or motor vehicle dealer, or by any of its subsidiary or associated companies, or by the proprietor thereof, or any relative of the proprietor, or any employee of such dealer, or of any of its subsidiary or associated companies.
- h) Liability or Claim, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- i) ANY LIABILITY OR CLAIM FOR A BREACH OF AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FOR DEATH, BODILY INJURY, OR DAMAGE TO OTHER PROPERTY OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF WHATSOEVER NATURE ARISING DIRECTLY OR INDIRECTLY FROM THE CLAIM OR EVENT GIVING RISE TO A CLAIM UNDER THIS CONTRACT. SOME STATES DO NOT ALLOW THE EXCLUSIONS AND LIMITATIONS IN THIS SUBSECTION SO SOME OR ALL OF THIS SUBSECTION (i) MAY NOT APPLY TO YOU AS HOLDER OF THIS CONTRACT. IF AN EXCLUSION OF AN IMPLIED WARRANTY IS NOT ALLOWED, THE LENGTH OF SUCH WARRANTY SHALL BE THE LENGTH OF THIS CONTRACT.
- j) Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, terrorism, insurrection, or military or usurped power.
- k) Loss directly or indirectly caused by (or contributed by or arising from) any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- l) Any parts whether mechanical, electrical or otherwise which are not listed as covered, and any damage or losses to components that are not directly covered within the terms of this Contract are specifically excluded from this Contract.



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8. CONDITIONS

Coverage is subject to the following conditions:

- a) It is a condition of coverage that all information provided at the time of application for this Contract is accurate and truthful and that if applicable, any existing Contract coverage was validly transferred to the current Holder. Observance and fulfillment by the Holder of the full terms and conditions of this Contract shall be conditions precedent to any liability of the Company to provide any coverage or benefits under this Contract.
- b) This Contract is not assignable except as specifically provided in Section 10. of this Document.
- c) No coverage shall apply and no Claim will be considered unless before commencement of the Period of Coverage, the dealer has subjected the Vehicle to an Aston Martin Multi Point Technical Inspection and correction program established by the Company.
- d) The Company reserves the right to examine the Vehicle and the failed parts.
- e) The Company shall be entitled, at its option, to undertake in the name and on behalf of the Holder the absolute conduct, control and settlement of any repair and/or Claim. The Company may also take action at its own expense and for its own benefit, but in the name of the Holder, to recover compensation or secure indemnity from any third party in respect of any Claim covered by this Contract.
- f) If any Claim is fraudulent in any respect, all coverage under this Contract shall automatically terminate.
- g) No refund (for whatever reason) of monies paid will be made in respect of fees relating to this Contract, except as may be specifically provided in this Document.
- h) The Company shall not be liable for any obligation, statement or representation, written or verbal, by any person (including an Aston Martin Franchised Dealer) which supplements or alters the terms and conditions of this Contract, unless such statement or representation is in a writing signed by the Company.
- i) The Company will only pay Claim costs incurred on covered components as a direct consequence of mechanical or electrical failure of a covered component which leads to a Claim made under this Contract.
- j) No coverage shall apply, and no liability will be accepted for any loss, defective work, or defective materials supplied by the repair facility.
- k) Coverage under this Contract is limited to repairs made by Aston Martin Franchised Dealers within the United States and Canada.
- l) The Company may request proof of ownership of the Vehicle for a minimum period of 90 days as a condition of acceptance of registration.
- m) The Vehicle must be properly serviced at the time and mileage intervals specified by the manufacturer and otherwise in accordance with the manufacturer's recommendations.



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9. COMPLAINTS

Any comments or suggestions for improvement should be addressed to:

Aston Martin Extended Administration
c/o Warrantech Automotive Inc.
PO Box 1007
Bedford, TX 76095
Telephone 855-327-2007

To maintain the highest quality of service and for staff training purposes, telephone calls to the Administrator or Company may be monitored and/or recorded.



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10. TRANSFER OF COVERAGE

When engaging in a Private Sale, the Holder may transfer this Contract by completing Parts A and B of the form on the following pages of this Document and sending it to the Administrator. The Administrator must be notified within thirty (30) days of the date of transfer or this Contract will terminate automatically. In the event of the Holder's death, this Contract can be transferred to his/her spouse or legal representative upon receipt by the Administrator of a death certificate.

This Contract may only be transferred if the title transfer of the Vehicle passes directly to the subsequent buyer. This Contract cannot be transferred if the title transfer of the Vehicle passes through a person other than the subsequent buyer or if the Vehicle is sold or traded to a dealership, leasing agency or entity or individual in the business of buying or selling vehicles.

This Contract can only be transferred once and the transfer must be initiated by the original Holder.



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REQUEST FOR TRANSFER

Part A

This section is to be completed by the selling owner (the Holder), in the event of a Private Sale.

I _____ certify that I have sold my car privately on (date mm/dd/yyyy): _____

and I wish to transfer this Contract to the new owner.

(Fill in details of new owner)

New owner details

Title _____ First Name _____ Middle Initial _____

Last Name _____

Address of new owner: _____

Postcode / Zip code: _____

Preferred telephone no: _____

Vehicle details

VIN (17 digits):

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Miles/kilometres* at date of transfer: _____

Signature (former owner): _____

Date of transfer (mm/dd/yyyy): _____

* Delete as appropriate

NB. On completion, the former owner should leave this page attached for the new owner to complete Part B overleaf and forward to the Administrator.



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REQUEST FOR TRANSFER

Part B

This section is to be fully completed by the new owner.

1. I have read and fully understood the contents of this Document and accept the terms and conditions of this Contract.
2. I certify that:
 - a) To the best of my knowledge and belief the vehicle has been serviced to date and in accordance with the Aston Martin service recommendations and
 - b) The details given in part A are correct.
3. I understand that this Contract will not be transferable to me until I am notified by the Administrator that they have accepted this request for transfer. Upon transfer I will take the place of the former owner as the new Applicant / Holder / Purchaser.

Sign and return this to: Aston Martin Extended Administration c/o Warrantech Automotive Inc., P.O. Box 1007, Bedford, TX 76095.

Vehicle details

VIN (17 digits):

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Miles/kilometres* at date of transfer: _____

Signature: (new owner) _____

* Delete as appropriate



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11. CANCELLATION

- a) To cancel this Contract the Holder should contact the selling Aston Martin Franchised Dealer. The Dealer will assist with the cancellation request and verify the mileage of the covered Vehicle. If additional assistance is required, call or write the Administrator.
- b) If the Holder cancels this Contract within sixty (60) days of the Period of Coverage inception date (as indicated on Your Confirmation Letter), the entire purchase price will be refunded unless the Holder has made a Claim. If the Holder has made a Claim or the Holder cancels more than sixty (60) days after the Period of Coverage inception date, the refund will be pro-rata of the purchase price, less a \$50 administration fee, based on the days of coverage remaining. If the Holder cancels this Contract any time prior to the Period of Coverage inception date, the entire purchase price will be refunded. Any due refunds will be made to the Holder or a person otherwise authorized by the Holder. If cancelled, coverage may not be repurchased by the Holder or reinstated on the Vehicle.
- c) The Company may cancel this Contract in the event the charge for the Contract on the Vehicle has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty has been cancelled or voided, or if there is a material misrepresentation on the Application. If the Company cancels, the Holder or a person authorized by the Holder will receive a prorated refund of the purchase price based on the days of coverage remaining. The Holder will not be charged an administration fee. If The Vehicle is a total loss or is repossessed, the Holder's rights under this Contract will transfer to the lienholder, if any.



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12. GUARANTY

Obligations under this Contract are insured by Wesco Insurance Company. In the event the Company ceases to operate, is bankrupt or the Claim is not paid within 60 days (except in Arizona, 30 days), the Holder may file a Claim directly with Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 866-505-4048.



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13. ROADSIDE ASSISTANCE

The Contract includes Roadside Assistance benefits, effective for the length of this ESC Period of Coverage, at no additional cost to the Holder. Services are provided by and/or through Aston Martin Emergency Assistance, c/o Cross Country Motor Club Inc., Medford, MA 02155, except in California and Wyoming where services are provided by and/or through Cross Country Motor Club of California, Inc., Thousand Oaks, CA 91360. If this ESC is cancelled, then these benefits will be cancelled as well.

In the event that roadside assistance is required while using the Vehicle, You should telephone the Aston Martin Emergency Assistance at 888-592-7866. You will need to provide the following information:

- Your full name
- The Vehicle Identification Number (VIN), printed on a decal on the driver's side dashboard, this can be viewed from outside of the Vehicle by looking through the front windshield
- The Vehicle location
- Where You are calling from
- The telephone number on which You can be contacted

You should remain with the Vehicle until assistance arrives

The Aston Martin Emergency Assistance scheme will provide the Holder with emergency roadside assistance at no cost. The scheme also provides the following benefits:

- Exclusive 24 Hour Toll-Free Assistance Line
- 24 Hour Emergency Towing
- 24 Hour Roadside Assistance
- 24 Hour Emergency Lockout Service (up to \$100 per call out)
- Sign and Drive Service
- 24 Hour Emergency Trip Interruption Benefits
- 24 Hour Aston Martin Dealer Locator Service
- Repaired Vehicle Reunite Service – for trip interruption breakdowns only
- Assistance Experience Survey Card

The Aston Martin Roadside Assistance scheme benefits provide for towing to the nearest Aston Martin Franchised Dealer. Should the Vehicle breakdown 150 or more miles (241 or more kms) from the nearest Aston Martin Franchised Dealer and more than 150 or more miles (241 or more kms) from the primary residence of the Holder, the Holder is entitled to trip interruption benefits. Trip interruption benefits include lodging and meals for up to 2 nights and alternative transportation. Trip interruption benefits are limited to a maximum of US \$500 per interruption. Expenses for such items as entertainment, recreation, and non-essential goods and services are excluded from trip interruption benefits.

The scheme does not cover the following:

- Rental fleet vehicles
- Breakdowns caused by vandalism, racing or abuse
- Additional towing costs for towing to other than the nearest Aston Martin Franchised Dealer to the breakdown site



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14. STATE SPECIFIC ADDENDUMS

The following modifications to this Document are effective to the extent an ESC is subject to any of the following legislation. All provisions of the ESC shall be construed to be consistent with such legislation, and to the extent there is a conflict, the conflicting provision shall be deemed stricken so as to make the remainder enforceable.

A) ARIZONA

- i) **Section 7. GENERAL EXCLUSIONS is amended as follows:** Subsections a) i), a) ii), a) iv); b) ii), b) iii); c) i), c) iii), c) iv); g) and h) are deleted and replaced with the following: **This Contract does not cover failure or Claim:**
 - a) **If the odometer has stopped or been changed after this contract has been purchased**
 - b) **Covered by any other warranty or guarantee issued by the vehicle manufacturer or a repairer**
 - c) **Relating to any part which is either not recommended by the Company or does not meet the Company's specifications**
 - d) **For economic loss, including loss of time, inconvenience, lodgings, food, storage or other incidental or consequential loss or damage that may result from a Failure.**
- ii) **Section 8. CONDITIONS is amended as follows:** Subsections c), g), h), and i) are deleted and replaced with the following:
 - a) It is a condition of this Contract that the Dealer has subjected the Vehicle to a presale inspection and correction program established by the Company. You will not be charged for a Failure considered to be a preexisting fault not identified by the selling Aston Martin Franchised Dealer.
 - b) Coverage is limited to the cover level provided by the contents, Terms and Conditions contained in this Document, the Application and Confirmation Letter.
- iii) **Section 11. CANCELLATION is amended as follows:**
 - a) **Subsection a) is deleted and replaced with:** To cancel an ESC, You should contact the selling Aston Martin Franchised Dealer. The Dealer will assist with the cancellation request and verify the mileage of the covered Vehicle. If additional assistance is required, call the Administrator at 855-327-2007 or contact Us.
 - b) **The following is added to Subsection b):** Costs for Claims paid under this Contract, if any, will not be deducted from Your refund.
 - c) **Subsection c) is deleted and replaced with:** We may cancel this Contract for non-payment of the Contract charge or for intentional misrepresentation by You in obtaining this Contract or the submission of a Claim.

B) CALIFORNIA

- i) **Section 3. SUMMARY OF DEFINITIONS is amended as follows:**
Company / Contract Provider ("We", "Us", "Our"): The Contract Obligor is Aston Martin Lagonda of North America, Inc. California DMV Distributor License No. 41910.

Failure: 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 designed solely because of its condition and not because of the action or inaction of any non-covered parts.



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ii) **Section 11. CANCELLATION is amended as follows:**

- b) **Subsection b) is deleted and replaced with:** If the Holder cancels this Contract within sixty (60) days of the Period of Coverage inception date (as indicated on Your Confirmation Letter), the entire purchase price will be refunded unless the Holder has made a Claim. If the Holder has made a Claim or the Holder cancels more than sixty (60) days after the Period of Coverage inception date, the refund will be pro-rata of the purchase price, less an administration fee of twenty-five dollars (\$25) or 10% of the Contract purchase price; whichever is less, based on the days of coverage remaining. If the Holder cancels this Contract any time prior to the Period of Coverage inception date, the entire purchase price will be refunded. Any due refunds will be made to the Holder, or a person otherwise authorized by the Holder, or the lienholder (if any). If cancelled, coverage may not be repurchased by the Holder or reinstated on the Vehicle.
- c) **Subsection c) is deleted and replaced with:** After 60 days, We may only cancel this Contract for non-payment, fraud, or material misrepresentation. If We cancel this Contract the cancellation refund will be paid within 30 days of the cancellation and a notice of cancellation will be mailed to You listing the reason for cancellation. The Contract ceases to be valid no less than 5 days after the postmark date of such notice. If We cancel this Contract within 60 days, the entire Contract charge will be refunded, less any Claims paid or approved for payment prior to the cancellation date. If We cancel this Contract after 60 days, We will refund an amount of the Contract charge according to the pro-rata method reflecting the days in force based on term selected and the date coverage begins. If We cancel this Contract, no administrative fee will be charged. In the event of cancellation, any Claims filed and/or approved prior to the cancellation date will be honored and/or reviewed for coverage under the terms of the Contract.

iii) **Section 12. GUARANTY is deleted and replaced with the following:**

Performance to You under this Contract is guaranteed by a California-approved insurance company. The name and address of the insurance company Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 866-505-4048. You may file a Claim with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 800-927-4357.

C) CONNECTICUT

i) **The following is added to the Contract:**

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

- a) Used vehicles with a sale of \$3,000 but less than \$5,000 Provides coverage for 30 days or 1,500 miles whichever occurs first.
- b) Used vehicles with a sale price of \$5,000 or more – Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The used Vehicle You have purchased may be covered by Connecticut Public Act. 87-393, Laws 1987. If so the following is added to the ESC: In addition to the dealer warranty required by Connecticut Public Act. 87-393, Laws 1987, You have elected to purchase this Contract. This Contract may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired.



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The Holder has been charged separately **only** for this Contract. The dealer warranty required by Connecticut Public Act. 87-393, Laws 1987 is provided **free** of charge. Furthermore the definitions, coverage and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

ii) The following is added to Section 8. CONDITIONS:

n) If this Contract ends while Your Vehicle is being repaired for a covered Failure, this Contract is extended until the repairs for that Failure are complete.

iii) The following is added to Section 9. COMPLAINTS

Resolution of Disputes – In accordance with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Vehicle, the cost of any repair of the Vehicle and a copy of the Extended Service Contract.

iv) Section 11. CANCELLATION is amended as follows:

a) **Subsection a) is deleted and replaced with:** You may cancel this Contract if Your Vehicle is returned, sold, lost, stolen or destroyed. To cancel this Contract the Holder should contact the selling Aston Martin Franchised Dealer. The Dealer will assist with the cancellation request and verify the mileage of the covered Vehicle. If additional assistance is required, call or write the Administrator.

D) FLORIDA

i) The rate charged to You for this Contract is not subject to regulation by the Florida Office of Insurance Regulation.

ii) Section 11. CANCELLATION is amended as follows:

b) **Subsection b) is deleted and replaced with:** If the Holder cancels this Contract within sixty (60) days of the Period of Coverage inception date (as indicated on Your Confirmation Letter), the entire (100%) purchase price will be refunded, less any Claims paid. If the Holder cancels more than sixty (60) days after the Period of Coverage inception date, the refund will be 90% of the unearned pro-rata purchase price. If the Holder cancels this Contract any time prior to the Period of Coverage inception date, the entire (100%) purchase price will be refunded. Any due refunds will be made to the Holder or a person otherwise authorized by the Holder. If cancelled, coverage may not be repurchased by the Holder or reinstated on the Vehicle.

c) **Subsection c) is deleted and replaced with:** If We cancel this Contract, We will return 100% of the unearned pro-rata premium. After this Contract has been in effect for more than 60 days, We may only cancel for material misrepresentation, odometer tampering, failure to maintain the motor vehicle as prescribed by the manufacturer or non-payment of premium, in which case You will be notified by certified mail.

E) ILLINOIS

i) **Sections 4. and 5. WHAT IS COVERED is amended as follows:** ADD - Coverage is provided when the Mechanical/Electrical failure of a covered part is due to wear and tear.

ii) **Section 6. HOW TO MAKE A CLAIM is deleted and replaced with the following:**



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If it is necessary to make a Claim, take Your motor Vehicle, this Document and Your Confirmation Letter to an Aston Martin Franchised Dealer; preferably the Dealer from whom You purchased the motor Vehicle, for service. A list of Aston Martin Franchised Dealers is available on the website www.astonmartin.com. If necessary, use the Aston Martin Emergency Service, telephone 888-592-7866 to bring Your motor Vehicle to an Aston Martin Franchised Dealer or contact the Administrator, Aston Martin Extended Administration c/o Warrantech Automotive Inc., telephone 855-327-2007.

F) MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS CONTRACT IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT. Chapter 90, Section 7N-1/4 of Massachusetts General Laws require an automobile dealer to provide an express warranty covering certain classes of used motor vehicle as follows:

- 9) Used vehicles with less than 40,000 miles – Provides coverage for 90 days or 3,750 miles, whichever occurs first.
- ii) Used vehicles with 40,000 miles to 79,999 miles – Provides coverage for 60 days or 2,500 miles whichever occurs first.
- iii) Used vehicles with 80,000 miles to 124,999 miles – Provides coverage for 30 days or 1,250 miles whichever occurs first.

The used vehicle the Holder has purchased may be covered by Chapter 90, Section 7N-1/4 of Massachusetts General Law: If so, the following is added to this Contract: In addition to the dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Law, the Holder has elected to purchase this Contract. This Contract may provide the Holder with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired.

The Holder has been charged separately for this Contract. The dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Laws is provided free of charge. Furthermore the definitions, coverage and exclusions stated in this Contract apply only to this Contract and are not terms of the required dealer warranty.

G) MISSOURI

Section 11. CANCELLATION is amended as follows: ADD - If this Contract is cancelled, We shall mail written notice of cancellation to You within 45 days of cancellation. If You cancel this Contract within 60 days of the Contract purchase date and no Claims have been filed, a 10% penalty per month shall be added for a refund that is not paid within 45 days of return of the Contract to Us.

H) NEVADA

- i) **Section 6. HOW TO MAKE A CLAIM is amended as follows:** ADD - If You cannot reach the Administrator, contact the Aston Martin Emergency Service at 888-592-7866. The Aston Martin Emergency Service will transport Your Vehicle to a secure location until repairs can be completed by the nearest Aston Martin Franchised Dealer.
- ii) **Section 8. CONDITIONS is amended as follows:** ADD - This Contract is not renewable. Delete - Item (f).
- iii) **Section 11. CANCELLATION is amended as follows:**



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c) Subsection c) is deleted and replaced with: We may cancel this Contract within 70 days from the date of purchase for any reason. After 70 days, We may only cancel this Contract for: (a) Non-payment by You; (b) You conviction of a crime which results in an increase in the service required under this Contract; (c) Fraud or material misrepresentation by You in obtaining this Contract, or in presenting a Claims for service thereunder; (d) Discovery of: (1) An act or omission by You or (2) A violation by You of any condition of this Contract, which occurred after the effective date of the Contract and which substantially and materially increases the service required under the Contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was issued or sold. When the Administrator cancels this Contract, no administration fee will be charged. If the Administrator cancels this Contract, the cancellation is not effective until fifteen (15) days after the notice of cancellation has been mailed to the Holder. If the Holder cancels this Contract and the refund is not processed within 45 days, a penalty of 10% of the Contract charge paid will be added to the refund for every 30 days the refund is not paid.

I) NEW YORK

Section 198b of New York General Business Law requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

- i) Used vehicles with 36,000 miles or less – Provides coverage for 90 days or 4,000 miles whichever occurs first.
- ii) Used vehicles with more than 36,000 miles but less than 80,000 miles – Provides coverage for 60 days or 3,000 miles whichever occurs first.
- iii) Used vehicles with 80,000 miles but not more than 100,000 miles – Provides coverage for 30 days or 1,000 miles whichever occurs first.

The used vehicle the Holder has purchased may be covered by Section 198b of New York General Business Law. If so, the following is added to this Document: In addition to the dealer warranty required by Section 198b of New York General Business Law, the Holder has elected to purchase this Contract. This Contract may provide the Holder with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. The Holder has been charged separately only for this Contract. The dealer warranty required by Section 198b of New York General Business Law is provided free of charge. Furthermore, the definitions, coverage and exclusions stated within this Document apply only to this Contract and are not the terms of the required dealer warranty.

i) Section 6. HOW TO MAKE A CLAIM is deleted and replaced with the following:

If it is necessary to make a Claim, take Your motor Vehicle, this Document and the Confirmation Letter to an Aston Martin Franchised Dealer; preferably the Dealer from whom You purchased the motor Vehicle, for service. A list of Dealers is available on the website www.astonmartin.com. If necessary, use the Aston Martin Emergency Service (telephone 888-592-7866) to bring Your motor Vehicle to an Aston Martin Franchised Dealer or contact the Administrator, Aston Martin Extended Administration c/o Warrantech Automotive Inc., telephone 855-327-2007.

ii) Section 11. CANCELLATION is amended as follows:

b) Subsection b) is deleted and replaced with: If the Holder cancels this Contract within sixty (60) days of the Period of Coverage inception date (as indicated on Your Confirmation Letter), the entire purchase price will be refunded less the cost of any Claims paid, and We shall add a 10% penalty per month to the Holder's refund if such refund is not paid within 30 days of



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return of the Contract to Us. If the Holder cancels more than sixty (60) days after the Period of Coverage inception date, the refund will be pro-rata of the purchase price, less a \$50 administration fee, based on the days of coverage remaining. If the Holder cancels this Contract any time prior to the Period of Coverage inception date, the entire purchase price will be refunded. Any due refunds will be made to the Holder or a person otherwise authorized by the Holder. If cancelled, coverage may not be repurchased by the Holder or reinstated on the Vehicle.

- c) **Subsection c) is deleted and replaced with:** The Company may cancel this Contract in the event the charge for the Contract on the Vehicle has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty has been cancelled or voided, or if there is a material misrepresentation on the Application. If We cancel this Contract, We shall mail written notice to You at least 15 days prior to cancellation, and such notice shall state the reason for cancellation and the effective date of cancellation. However, such prior notice is not required if the reason for cancellation is non-payment of the Contract charge, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Vehicle or its use. If the Company cancels, the Holder or a person authorized by the Holder will receive a prorated refund of the purchase price based on the days of coverage remaining. The Holder will not be charged an administration fee. If The Vehicle is a total loss or is repossessed, the Holder's rights under this Contract will transfer to the lienholder, if any.

J) NORTH CAROLINA

Section 11. CANCELLATION is amended as follows:

- b) **Subsection b) is deleted and replaced with:** If the Holder cancels this Contract within sixty (60) days of the Period of Coverage inception date (as indicated on Your Confirmation Letter), the entire purchase price will be refunded unless the Holder has made a Claim. If the Holder has made a claim or the Holder cancels more than sixty (60) days after the Period of Coverage inception date, the refund will be pro-rata of the purchase price, less an administration fee of twenty-five dollars (\$25) or 10% of the Contract purchase price; whichever is less, based on the days of coverage remaining. If the Holder cancels this Contract any time prior to the Period of Coverage inception date, the entire purchase price will be refunded. Any due refunds will be made to the Holder, or a person otherwise authorized by the Holder, or the lienholder (if any). If cancelled, coverage may not be repurchased by the Holder or reinstated on the Vehicle.

- c) **Subsection c) is deleted and replaced with:** We may cancel this Contract only for non-payment of the Contract charge of a direct violation of the Contract by You.

K) TEXAS

i) Section 3 SUMMARY OF DEFINITIONS is amended as follows:

Administrator: Aston Martin Extended Administration c/o Warrantech Automotive Inc., PO Box 1007, Bedford, TX 76095, USA; telephone 855-327-2007. Texas Administrator License Number for Warrantech Automotive Inc.: 102. **Note:** Unresolved complaints concerning a provider or questions concerning the regulation of service program providers may be addressed to: Texas Department of Licensing and Regulation, 920 Colorado, Austin, TX 78701, (512)-463-6599.

ii) Section 11. CANCELLATION is amended as follows:

- b) **Subsection b) is deleted and replaced with:** If the Holder cancels this Contract within sixty (60) days of the Period of Coverage inception date (as indicated on Your Confirmation Letter), the entire purchase price will be refunded less the cost of any Claims paid. If the Holder cancels more than sixty (60) days after the Period of Coverage inception date, the refund will be pro-rata



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of the purchase price, less a \$50 administration fee, based on the days of coverage remaining. If the Holder cancels this Contract any time prior to the Period of Coverage inception date, the entire purchase price will be refunded. We shall add a 10% penalty per month to the Holder's refund if such refund is not paid within 45 days of receipt of the Holder's request to cancel. Any due refunds will be made to the Holder or a person otherwise authorized by the Holder. If cancelled, coverage may not be repurchased by the Holder or reinstated on the Vehicle.

- c) **Subsection c) is deleted and replaced with:** The Company may cancel this Contract in the event the charge for the Contract on the Vehicle has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty has been cancelled or voided, or if there is a material misrepresentation on the Application. If the Company cancels, the Holder or a person authorized by the Holder will receive a prorated refund of the purchase price based on the days of coverage remaining. The Holder will not be charged an administration fee. If The Vehicle is a total loss or is repossessed, the Holder's rights under this Contract will transfer to the lienholder, if any. Such cancellation will not be effective until five (5) days after notice of such cancellation has been mailed to the Holder.

L) WASHINGTON

- i) **Section 6. HOW TO MAKE A CLAIM is amended as follows:** ADD - If You cannot reach the Administrator, contact the Aston Martin Emergency Service at 888-592-7866. The Aston Martin Emergency Service will transport Your Vehicle to a secure location until repairs can be completed by the nearest Aston Martin Franchised Dealer.

- ii) **Section 2 SUMMARY OF DEFINITIONS is amended as follows:** ADD -

Provider Fee. The customer cost for this Contract shown on the Application

Reimbursement Insurance Policy. The insurance policy issued to the Company to insure its obligation under this Contract, as indicated in Section 12. GUARANTY.

Service Contract Provider. Aston Martin Lagonda of North America Inc., which is identified as the Company in Section 2. SUMMARY OF DEFINITIONS.

- iii) **Section 7. GENERAL EXCLUSIONS is amended as follows:**

Subsection a) ii) **Which could be directly attributable, in the reasonable opinion of a licensed mechanic appointed by the Company, to the lack of proper maintenance.**

Subsection a) v) **Which is a consequential loss resulting from a Failure.**

Subsection b) i) **Unless the Vehicle has been properly serviced at the time and mileage intervals specified by the manufacturer and otherwise in accordance with the manufacturer's recommendations. A maximum allowance of 500 miles less than or in excess of the stipulated mileage and four weeks prior to or in excess of the stipulated time period is permitted. To be excluded, the failure must be directly attributable to the lack of maintenance.**

Subsection b) iii) **In whole or in part due to any kind of accident or any intentional act or omission that is willful, unlawful, or negligent**



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Subsection h) **The implied warranty of merchantability on Your motor vehicle is not waived if the service contract has been purchased within ninety (90) days from the date You purchased Your motor vehicle from a provider who also sold the motor vehicle covered by the service contract.**

- iv) **Section 8. CONDITIONS is amended as follows:** ADD - Subsection n): All issues relating to or arising under this Contract will be decided with the application of Washington law excluding its principles of conflict of laws. Please note that this Contract is in addition to any statutory rights You may have as a consumer. The commissioner is the Contract provider's attorney to receive service of legal process in any action, suit, or proceeding in any court.

- v) **Section 10. TRANSFER OF COVERAGE is amended as follows:** The second sentence is deleted and replaced with the following: To affect the transfer, the Holder must notify the Administrator within thirty (30) days of the Vehicle's change of ownership to a subsequent buyer or transferee.



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- vi) **Section 11. CANCELLATIONS is amended as follows:**
- b) **Subsection b) is deleted and replaced with:** If the Holder cancels this Contract within sixty (60) days of the Period of Coverage inception date (as indicated on Your Confirmation Letter), the entire purchase price will be refunded less the cost of any Claims paid. If the Holder cancels more than sixty (60) days after the Period of Coverage inception date, the refund will be pro-rata of the purchase price, less a \$25 administration fee, based on the days of coverage remaining. If the Holder cancels this Contract any time prior to the Period of Coverage inception date, the entire purchase price will be refunded. We shall add a 10% penalty per month to the Holder's refund if such refund is not paid within 30 days of receipt of the Holder's request to cancel. Any due refunds will be made to the Holder or a person otherwise authorized by the Holder. If cancelled, coverage may not be repurchased by the Holder or reinstated on the Vehicle.
 - c) **Subsection c) is deleted and replaced with:** Within the first sixty (60) days of the date this Contract was purchased, the Administrator may cancel this Contract in the event the charge for the Contract on the Vehicle has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty has been cancelled or voided, or if there is a material misrepresentation on the Contract registration. Beginning with the sixty-first day after this Contract was purchased, the Administrator may cancel only if the charge for this Contract has not been paid or for misrepresentation in obtaining this Contract or in the submission of a Claim by You. If the administrator cancels, You will not be charged an administration fee. If the covered Vehicle is a total loss or is repossessed, Your cancellation rights under this agreement transfer to the Lienholder, if any.
- vii) **Section 12. GUARANTY is amended as follows: ADD – Insurance Disclosure.** Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, guarantees the obligations of Aston Martin Lagonda of North America Inc. under service contract Reimbursement Insurance Policy number WIC-AML-VSC-071513. You may apply directly to Wesco Insurance Company at any time for the protection afforded by this Agreement by writing to the address shown above, or by telephone at 866-505-4048.