

## POP TOP HEAVEN, INC.

**Physical:** 31650 Dunlap Blvd  
Yucaipa CA 92399

**Phone:** (909) 389-1491

**FAX:** (253) 390-7496



### KEY TERMS AND PROVISIONS

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty takes effect immediately upon the sale of the vehicle to the purchaser for the period of time this Limited Warranty is in effect and is subject to the following terms and conditions:

The issuing dealer agrees, subject to the terms and conditions as itemized herein, that the issuing dealer or an authorized licensed repair facility will make repairs or replacements to the covered vehicle at no cost for parts or labor (subject to applicable deductible and items specifically excluded). These repairs or replacement of parts must be required due to a mechanical breakdown of such covered parts and you must follow the proper claims submission and maintenance procedures as outlined in this Limited Warranty. Mechanical breakdown is defined as a failure of a defective part or faulty workmanship as supplied by the Manufacturer or issuing dealer and also includes gradual reduction in operating performance due to wear and tear, but does not include damage resulting from failure of non-covered components. Repairs shall be performed, as authorized by the Administrator, using parts that are new, remanufactured or of like kind and quality. No coverage is afforded under this Limited Warranty for any loss covered by the Manufacturer's Warranty or for any defects for which the Manufacturer has announced a recall program. The issuing dealer and administrator neither assume nor authorize any other person to assume for it any other obligations or liabilities in connection with the vehicle covered hereunder except those obligations and liabilities stated in this Limited Warranty. This Limited Warranty is not transferable to a subsequent owner. Your Limited Warranty protection is subject to a \$100 deductible per repair visit.

### WHAT TO DO IN THE EVENT OF A MECHANICAL BREAKDOWN

It is your duty to use all reasonable means and precautions to protect the vehicle from further damage. Continued operation of the vehicle after any mechanical breakdown occurs, constitutes failure to protect the vehicle in all cases, and any further damage as a result of your failure to protect the vehicle is not covered by this Limited Warranty.

**Administrator phone number and address:** Toll Free 1.888.285.2567 | A.U.L. Corp., 1250 Main Street, Suite 300, Napa, CA 94559

1. Bring your vehicle to an authorized licensed repair facility during normal service department working hours.
2. In all cases, your designated repair facility must contact the Administrator and obtain their authorization prior to proceeding with any repairs.
3. Repair Orders for completed, prior authorized, repairs should be sent to the above address for reimbursement or call 888.285.2567 for instructions.

4. The warranty administrator will then reimburse you or your authorized licensed repair facility, for all covered repairs on behalf of the issuing dealer.

#### **WHAT IS COVERED BY THIS LIMITED WARRANTY**

**Engine Group:** All internally lubricated parts. Crankshaft and bearings, oil pump, fuel pump, water pump, diesel injection pump, internal timing gears or chain/belt, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, motor mounts, and distributor drive gear. The engine block and cylinder heads are covered only if damage is caused by the failure of an internally lubricated part. **ENGINE (Rotary):** All of the above listed parts plus rotors, rotor seals, rotor chamber, eccentric shaft and bearings.

**Turbocharger/Supercharger:** Factory installed turbocharger or supercharger, including housing, and all internal parts.

**Transmission, Transaxle and Transfer Case (4x4/AWD):** All internally lubricated parts. Drive shaft/U joint, torque converter, and transmission mounts. Case housings are covered if damaged by the failure of an internally lubricated part.

**Drive Axle Group (Front or Rear):** Pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, internal axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing if damaged by the failure of an internally lubricated part.

**Seals and Gaskets:** Coverage applies to covered components. Minor loss of fluid or seepage is considered normal and is not considered a failure.

#### **WHAT YOU MUST DO TO MAINTAIN YOUR VEHICLE**

You must maintain proper fluid levels. Check fluid levels every 300 miles or when refueling. Damage caused by inadequate fluid levels are not covered by this Limited Warranty.

#### **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY**

This Limited Warranty does not cover:

- A. Any mechanical breakdown or failure of components still under the Manufacturer's Warranty.
- B. Repairs to seized or damaged engines and/or transmissions due to continued operation without sufficient oil or coolant. The Warranty holder is responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operating the vehicle. The Warranty holder is required to pull the vehicle off the road immediately and discontinue operation when either of these lights/gauges registers inadequate protection or performance.
- C. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel or improper engine adjustments.
- D. Replacement of maintenance items such as but not limited to spark plugs, ignition points, positive crankcase ventilator valve, filters, lubricants, oil, brake and clutch parts, coolant, and thermostats; even when used in conjunction with replacement of covered parts.
- E. Liability in excess of the actual cash value of the specified parts and of the labor for the repair or replacement thereof.
- F. Damage caused by inadequate fluid levels or loss of oil, lubricant or coolant due to failure of a non-covered part.

- G. Mechanical Breakdown due to hauling trailers without Manufacturer's recommended trailer towing equipment or hauling trailers in excess of rated capacity of the vehicle or failure to follow the Manufacturer's Operator's Manual.
- H. Mechanical Breakdown as a result of racing, competition or abusive driving, sustained high speed use, acceleration trails, wide open throttle operation, high speed acceleration or shifting of transmission gears at high engine RPM.
- I. Mechanical Breakdown of parts substituted for standard or optional equipment; not intended by the Vehicle Manufacturer to be used in the described vehicle.
- J. Mechanical Breakdown of parts subject to recall and/or replacement by the Manufacturer or for the repair to any component/part covered by the Federal Emission Warranty, or a repairer's warranty.
- K. Mechanical Breakdown or failure caused by engine sludge or corrosion; rust, residue, or corrosion in radiator or core.
- L. Mechanical Breakdown of any parts covered in this Limited Warranty if any Hi-Performance, competition, or other non-standard equipment has been installed in described vehicle or if any engine parts as supplied by Vehicle Manufacturer have been disconnected or altered to increase performance.
- M. Mechanical Breakdown on vehicles for which the true mileage cannot be determined.
- N. Loss of time, expense, storage charges, loss of use of vehicle, loss of profits, income or other consequential damages, including loss or damage to property resulting from failure of any of the above listed parts of the covered vehicle. Some states do not allow the exclusion or limitation of consequential damages, so this limitation or exclusion may not apply to you.
- O. Damage to a covered component resulting from Mechanical Breakdown or Failure of a non-covered component.
- P. Damage to a non-covered component which was damaged as a result of a failure of a covered component/failure.
- Q. Repairs to correct loss of compression or oil consumption related to burnt, carbonized, or worn piston rings or valve parts.
- R. Mechanical Breakdown caused by ruptured or damaged rubber boots.
- S. Damage due to carbon build up in cylinders.
- T. Malfunctions resulting from collision, vandalism, neglect, abuse, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, war, hail, water, flood, malicious mischief, riot, civil commotion, labor difficulties or Acts of God.
- U. Any Mechanical Breakdown occurring outside the United States of America or Canada.
- V. Limit of Liability (per repair visit)-The cost of repairs in excess of the approved cost to correct any failure using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All-Data), less any deductible. Parts replacement costs shall not exceed the Manufacturer's suggested retail price. In no event shall our liability exceed the approved cost necessary to correct the actual cause of failure.
- W. Accumulation of repair claims which exceed an aggregate amount of \$750.00 on plans CLW and DLW; and \$1500.00 on all other plans, including GLW, HLW, and JLW.
- X. 10 Cylinder Engines (except Trucks/Vans), 12 Cylinder Engines, W8 Engines, G.M. HT4100 Engines, and Audi 2.7 Engines.

- Y. Fluid loss, shop supplies, maintenance items, adjustments, diagnosis, freight, and state or local tax are excluded from coverage.
- Z. PARTS THAT ARE NOT EXPRESSLY LISTED ARE NOT COVERED.