

TS _____

TIRE SEAL PROTECT

CUSTOMER

BUYER		CO-BUYER	
ADDRESS	CITY	STATE	ZIP
EMAIL	CELL PHONE	ALTERNATE PHONE	

COVERED UNIT

YEAR	MAKE	MODEL	VIN / SERIAL NUMBER	NEW / USED
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ISSUING DEALER

DEALER NAME		PHONE	
ADDRESS	CITY	STATE	ZIP

LIENHOLDER

LIENHOLDER NAME		PHONE	
ADDRESS	CITY	STATE	ZIP

PRODUCT INFORMATION

Warranty Term: _____ Warranty Aggregate: _____

Product Purchase Price: _____ Product Purchase Date: _____

I (Customer), whose signature appears below, acknowledge that the information contained above is true and correct. I have read the terms and conditions and understand and agree to all provisions herein.

BUYER SIGNATURE	DATE	DEALER REPRESENTATIVE SIGNATURE	DATE
CO-BUYER SIGNATURE	DATE	DEALER REPRESENTATIVE NAME	

This Warranty is a product warranty and is not insurance. Portfolio Services Limited, Inc. offers a Warranty to its customers with the purchase of a Tire Sealant Product. In the event a purchased product fails to perform as specified, We will provide repair or reimbursement according to the terms of this Warranty. This Warranty applies only to the Tire Sealant Products that have been purchased and applied to the Covered Unit. The purchase of a Tire Sealant Product is voluntary and is not required to purchase, lease, or obtain financing of the Unit. This Warranty is not subject to state insurance laws and may not include all of the benefits or protections of an insurance policy that includes theft coverage issued by an insurer authorized to do business in Your state. We have no liability for anything other than the obligations set forth in this Warranty.

THESE LIMITED WARRANTIES ARE THE ONLY EXPRESS WARRANTIES APPLICABLE TO THE PRODUCT SELECTED FOR THIS UNIT. ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE DURATION OF THESE WARRANTIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY MAY NOT INCLUDE ALL OF THE BENEFITS OR PROTECTIONS OF AN INSURANCE POLICY ISSUED BY AN INSURER AUTHORIZED TO DO BUSINESS IN THE STATE WHERE THIS WARRANTY WAS ISSUED.

THE ISSUING DEALER LISTED ABOVE MUST MAKE AVAILABLE TO YOU THE OPPORTUNITY TO REVIEW THE TERMS AND CONDITIONS OF THIS WARRANTY PRIOR TO ISSUANCE. PLEASE SEE ADDITIONAL PAGES FOR OTHER IMPORTANT TERMS AND CONDITIONS.

CLAIMS TOLL FREE (877) 705-4001

DEFINITIONS

Administrator/Warrantor/We/Us/Our: Portfolio Services Limited, Inc., 14651 Dallas Pkwy, Ste 502, Dallas, TX 75254, (877)-705-4001.

Covered Unit/Unit: The private passenger automobile, van, light duty truck, motorcycle, powersport, or recreational vehicle listed on the front of this Warranty.

New Unit: Any Unit that is 4 model years old or less than the current model year.

Used Unit: Any Unit that is 15 model years old or less than the current model year and does not qualify as a New Unit.

Warranty: The Limited Warranty that has been provided to You, for no consideration, with the purchase of a Tire Sealant Product, and is subject to all terms AND conditions listed herein.

You/Your/I/Warranty Holder: The Customer who has purchased the Tire Sealant Product and is listed on the front of this Warranty.

WHAT IS COVERED

Preventative Tire Sealant Products ("Product") are tire maintenance products which, when installed in Your tubeless tires, provide protection against rim and seal bead leaks, virtually eliminates under-inflation from rubber tire porosity, and seals tread punctures caused by a Road Hazard, up to 5/8 inches in diameter. A Road Hazard is a condition on a public roadway which should not exist there, such as: nails, glass, potholes, rocks, tree limbs or any object or condition not normally found in the roadway.

From the Product Purchase Date listed on the front of this Warranty, for the Warranty Term listed on the front of this Warranty, We guarantee that if the Tire Sealant Product fails to perform after application, then We will reimburse You for the approved costs associated with the repair or replacement of the damaged tire subject to the following terms and conditions:

1. If the tire can be repaired, We will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems and taxes.
2. If the tire cannot be repaired or the tire is damaged to the extent it fails to seal with the wheel, We will reimburse You for: (1) an approved replacement tire of like, kind and quality, (2) the approved costs associated with the replacement including reinstallation of the Product, mounting, balancing, valve stems, and taxes, and (3) up to \$100 for any towing expenses incurred in connection with a covered repair.

WHAT IS NOT COVERED

The following are not covered under this Warranty; Pre-existing damages, conditions or wear; Tire damage occurring outside the United States or Canada; Any Covered Unit involved in an accident; Commercial use units; Tires with less than 3/32" tread depth at the lowest point; Cosmetic damage such as scratches, nicks, etc.; Damage due to curb impact; Sidewall damage, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot, fixed object impact, and vandalism; Incidental or consequential damages; Misapplication of Product or damage resulting from improper installation will not be covered; Improper use or operation, including, without limitation: improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, tire alteration, or for racing or competition purposes; Damages exacerbated by continued use of damaged tire; Failure to file a claim for alleged damages promptly and during the Warranty term; Insufficient or improper maintenance, including, without limitation: failure to rotate tires as recommended by manufacturer, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, other conditions, defects or characteristics; Improper repair voids this Warranty; Harsh natural environmental conditions; Casing slits, sidewall cuts, or tread penetration created by objects larger than 1/4 inch in diameter; Towing Costs; Willful or malicious damage or vandalism; Loss or damage due to accidents, collisions, fire, misuse, negligence, alteration, loss of time, inconvenience, loss of Unit use; Acts of God, terrorism, war, civil disobedience, flood or fire; Damages caused by or occurring on roads not regularly maintained; Any tire damage covered by: (1) Your primary insurance provider; (2) a manufacturer's or tire distributor's warranty or recall (whether or not voided or honored by the manufacturer or tire distributor); or (3) the entity/organization responsible for maintaining the roadway.

Additional Limitations, Exclusions and Considerations: This Warranty is only valid when the Tire Sealant Product is installed by an authorized dealer/installer. Tires should be balanced and free of any other tire sealant products prior to installation. This coverage is secondary to any other tire warranty which provides coverage to the Unit's tires (including manufacturer warranties, replacement tires, or road hazard warranties provided by tire sellers). In no event shall Our liability under this Warranty exceed the Warranty Aggregate listed on the front of this Warranty.

Where permitted by state law, the following are not covered: Any and all fines; Snow tire or chain mounting or removal; Towing; Rental/replacement units; Unit storage charges; Service on Units in unsafe condition for service; Failures resulting from normal wear and tear; Tire/wheel accessories; Environmental fees; Shop supplies; Nitrogen filling for tires; Alignments or mechanical adjustments to the Covered Unit; Shipping associated with damaged tire or replacement tire; Hazardous waste and disposal fees.

REPAIR OBLIGATIONS/LIMIT OF LIABILITY

We reserve the right to inspect claimed damage prior to authorizing repair and retain sole discretion to determine and implement repair procedures, and to select the repair facility or outside services used for any repair. All repairs are limited, to the extent possible, to the cost of repairing or replacing the damaged tire treated with the Tire Sealant Product. Tires replaced under this Warranty shall be covered for the remainder of the Warranty Term contingent on the Tire Sealant Product being applied to the replaced tire. The total aggregate afforded under this Warranty for all claims shall not exceed the Warranty Aggregate listed on the front of this Warranty.

OWNER'S OBLIGATIONS

To keep this Warranty Valid, You are obligated to: (1) Have Your tires regularly inspected and rotated per the recommendations outlined by the tire manufacturer, and to furnish proof of same. Such proof should show the date, mileage, and servicing location, (2) Maintain proper tire inflation pressures in all tires per the tire or unit manufacturer and within tire/unit load capacity and speed limitations, (3) Maintain proper wheel alignment and tire/wheel assembly balance, (4) Check tires monthly for dry rot, improper wear or tread depth less than 3/32".

HOW TO FILE A CLAIM

Prior authorization is required for all claims. To initiate a claim, please go to <http://claims.portfolioco.com>. You may also contact Us by email at warrantyclaims@portfolioco.com, or by phone at (877) 705-4001. To process your claim, the following documents must be provided: (1) Copy of Claim Form (if claim was not initiated online); (2) Photos of damage, if applicable; (3) Copy of final customer signed invoice; (4) Any other reasonable documentation requested by Us. Please send legible copies of required documents to: Web www.claims.portfolioco.com, email warrantyclaims@portfolioco.com, or mail to Portfolio, Attn: Ancillary Claims Dept., 25541 Commercentre Drive, Suite 100, Lake Forest, CA 92630.

Claims are not subject to a deductible. Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of breakdown (if applicable). We reserve the right to inspect all claims. If all documentation is not received within 30 days of the covered repairs, the claim will be denied.

NO REPRESENTATIVE, EMPLOYEE, DEALER, OR AGENT OF PORTFOLIO SERVICES LIMITED, INC. OR OF THE ISSUING DEALER, IS AUTHORIZED TO ALTER, EXTEND, AMEND OR MODIFY THE LIMITED WARRANTY OR ITS PROVISIONS WHATSOEVER. ANY MODIFICATION, ALTERATION OR CHANGE TO THE PREPRINTED TERMS AND CONDITIONS IS INVALID AND OF NO FORCE OR EFFECT. THIS LIMITED WARRANTY, INCLUDING THE TERMS, CONDITIONS, LIMITATIONS, EXCLUSIONS, AND DEFINITIONS CONTAINED ON ALL PAGES OF THIS LIMITED WARRANTY, CONSTITUTE THE ENTIRE LIMITED WARRANTY.

OBLIGATIONS

The Warrantor's obligations under this Warranty are insured under a contractual liability insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. In the event the Warrantor ceases to operate, is bankrupt, or otherwise financially impaired or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Plateau Casualty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 752-8328.

TRANSFER AND CANCELLATION

This Warranty may be transferred by the original customer to a subsequent private purchaser of the Covered Unit for the remainder of the original term (licensed dealers excluded). This Warranty is not transferable to another unit. To transfer, original customer must submit the following documents to Us within 30 days from the date of sale; 1) A letter containing the name, address and phone number of the new owner and authorization to transfer, 2) A copy of the bill of sale or other evidence showing change in ownership, and 3) A \$50 transfer fee payable to the Administrator. This Warranty is non-cancellable. It has been provided to You for no consideration with the purchase of a Tire Sealant Product.

DISPUTES REGARDING YOUR WARRANTY: This Warranty contains an arbitration provision which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration provision to determine whether Your legal rights are affected.

YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS CONTRACT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules ("AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/Rules.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Contract is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If You prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to You under the standards for fee shifting provided by law. You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

STATE PROVISIONS

GEORGIA: The Disputes Regarding Your Warranty section is amended to include the following: Arbitration is non-binding.

HAWAII: Obligations of the Warrantor under this vehicle protection product are insured under a reimbursement insurance policy. Unresolved complaints concerning a registered Warrantor or questions concerning the regulation of a warrantor may be addressed to the Hawaii Department of Insurance King Kalakaua Building, 335 Merchant Street, Rm. 213, Honolulu, Hawaii 96813, and the telephone number is (808) 586-2790.

INDIANA: This Warranty is a not insurance is not subject to Indiana insurance law.

MASSACHUSETTS: THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE.

NEBRASKA: The Disputes Regarding Your Warranty section is amended to include the following: Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement.

OREGON: Unresolved complaints concerning a registered Warrantor or questions concerning the regulation of a warrantor may be addressed to the Department of Consumer and Business Services Insurance Division, 350 Winter St., NE, Salem, Oregon 97301-3883. The telephone number is (503) 947-7980. The Warrantor is Portfolio Services Limited, Inc. which is the distributor of the product and obligated to perform under the Warranty. The Disputes Regarding Your Warranty section is deleted.

TEXAS: Unresolved complaints concerning a registered Warrantor or questions concerning the regulation of a warrantor may be addressed to the Texas Department of Insurance, 333 Guadalupe Street, Austin, Texas 78701. The telephone number is (512) 463-6464.

VIRGINIA: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.