



# MBPI PREFERRED

## WRAP PLUS/CERTIFIED WRAP PLUS/ADD ON WRAP VEHICLE SERVICE CONTRACT

THE PROTECTION PROVIDED IN THIS CONTRACT IS IN CONJUNCTION WITH THE MANUFACTURER'S WARRANTY.

**CONTACT THE ADMINISTRATOR BEFORE PERFORMING ANY REPAIRS: 877-238-3417.**

Contract No.: 15293606		VIN: 1G4GB5GR6FF220061	
<b>PURCHASER</b> TEST TESTER 111 TEST ST. LEES SUMMIT, MO 64086		<b>SELLER</b>  TEST PREFERRED RATES	
<b>LENDER</b> MBP FINANCE		<b>PROVIDER:</b> Vehicle Protection, Inc.	
Make: BUICK	Year: 2015	Fuel Type: Gas	No. of Cylinders:4
Model: LACROSSE	Original In-Service Date: 02/01/2015		Mileage at Time of Sale: 4,378
Vehicle Purchase Price: \$41,630.00		Vehicle Sale Date: 05/02/2016	Contract Purchase Price: \$2,740.00
<b>EXPIRES ON</b> 2/1/2020		<b>OR WHEN ODOMETER EXCEEDS</b> 125,000	<b>MILES, WHICHEVER OCCURS FIRST.</b>
Deductible at Selling Dealer: \$ 100.00		Deductible at Other Repair Facilities: \$ 100.00	

### TERMS AND CONDITIONS AND DEFINITIONS

**CONTRACT:** This Vehicle Service Contract ("CONTRACT") is between the Provider ("PROVIDER") and the Purchaser ("PURCHASER") of the Vehicle ("VEHICLE"). This is not an insurance contract. This CONTRACT is not issued by the manufacturer or wholesale company marketing the product. This CONTRACT will not be honored by such manufacturer or wholesale company. The CONTRACT provides specific protection for the parts (which are not excluded) for the time or mileage as specified above, whichever occurs first. Subject to the terms and conditions of this CONTRACT, itemized herein, provisions for payment will be made to repair or replace, at reasonable COST for parts and labor, any parts (which are not excluded) in this CONTRACT as authorized by the ADMINISTRATOR, if required due to a MECHANICAL BREAKDOWN. The decision concerning procedure to repair or replace the parts shall be made at the discretion of the ADMINISTRATOR. **Replacement of parts may be with like kind and quality (i.e. new, remanufactured or pre-owned parts).** As a condition precedent to the obligations to provide for the payment of authorized repairs, the PURCHASER shall have complied with all terms and conditions of this CONTRACT.

**WRAP/CERTIFIED WRAP/ADD ON WRAP:** The manufacturer's power train warranty must remain in effect through its full term during the life of this CONTRACT to receive benefits. If this is a certified WRAP CONTRACT, manufacturer's certification must be completed before the purchase of the CONTRACT and must accompany the application.

**For Wrap Plus Plans**, the time & mileage terms start on the vehicle manufacturer's in-service date and at zero (0) miles. The coverage expires when the length of time from the in-service date or accumulated term mileage is reached, whichever comes first. For **Add On Wrap Plans and Certified Wrap Plus Plans**, the time and mileage terms start on the contract date of sale and at zero (0) miles. The coverage expires when the length of time or accumulated term mileage is reached, whichever comes first.

**COST:** Repair costs that are recognized locally and/or nationally for a similar repair. The ADMINISTRATOR may use published parts and labor guides to establish COSTS.

**ADMINISTRATOR:** Mechanical Breakdown Protection, Inc. (MBPI) 250 NE Mulberry Lee's Summit, Missouri 64086, 877-238-3417.

**PROVIDER:** Vehicle Protection, Inc. 250 NE Mulberry, Lee's Summit, Missouri 64086, 800-325-7484. California Department of Insurance license # 0196336. For Florida, Louisiana, Oklahoma and Wyoming only, the ADMINISTRATOR/PROVIDER is MBP Network, Inc. (FL license # 01-43-1911735) located at 250 NE Mulberry, Lee's Summit, MO 64086, 877-238-3417.

**INSURER:** The PROVIDER'S performance under this CONTRACT is insured by a policy issued by First Colonial Insurance Company, a member of the Allstate family of companies, 1776 American Heritage Life Drive, Jacksonville, Florida 32224, 800-621-4871. If a covered claim is not paid within sixty (60) days after a proof of loss has been filed, you may file a claim with First Colonial Insurance Company at the address listed above.

**MECHANICAL BREAKDOWN:** a breakage or total failure of a covered part. MECHANICAL BREAKDOWN does not provide for damage resulting from the failure of an excluded part(s) or the lack of proper maintenance services. Minor loss of fluid or seepage is considered normal and is not considered a MECHANICAL BREAKDOWN.

**DEDUCTIBLE:** In the event of a MECHANICAL BREAKDOWN of a part, repaired or replaced under the terms and conditions of this CONTRACT, the PURCHASER will be subject to pay the applicable DEDUCTIBLE as specified above per visit.

**MANUFACTURER'S WARRANTY:** In the event of a MECHANICAL BREAKDOWN of a part, whose repair or replacement is provided for under a Manufacturer's Warranty or Special Policy Program, payment will be provided for the required manufacturer's deductible, less the DEDUCTIBLE specified above.

This CONTRACT is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Losses covered by the manufacturer during the manufacturer's warranty period are not covered under this CONTRACT.

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

### PURCHASER

1. Return the VEHICLE to the selling dealer.
2. If the VEHICLE cannot be returned to the selling dealer, take the vehicle to the nearest franchise dealership or certified repair facility. If the ADMINISTRATOR is unable to obtain favorable conditions for the repair of covered failures at a particular repair facility, the ADMINISTRATOR reserves the right to prohibit the use of that facility for providing covered repairs. In any such case, at your request, the ADMINISTRATOR will assist you to identify alternative repair facilities that will provide you with favorable conditions for the repair of any covered failure.
3. Provide the dealer/repair facility with your CONTRACT and ensure that prior authorization is obtained from the ADMINISTRATOR. The ADMINISTRATOR reserves the right to require an inspection of Your Vehicle prior to repairs.
4. After the repair facility has obtained authorization for the repair, within 90 days, mail or fax necessary documentation to ADMINISTRATOR for authorized reimbursement.

### REPAIR FACILITY

1. The repair facility must contact the ADMINISTRATOR at 877-238-3417 **before** working on the VEHICLE to verify coverage and obtain prior authorization.
2. Obtain the PURCHASER'S authorization for inspection and disassembly to determine the cause of the MECHANICAL BREAKDOWN.
3. Obtain a claim authorization number from the ADMINISTRATOR prior to any repairs.

Failure to follow the above procedures shall NULLIFY THE CLAIM, and COST incurred may not be recoverable.

If the purchaser relocates, has a claim while traveling, or requires assistance or additional information, call the ADMINISTRATOR.

### EMERGENCY STATUS

In the event a MECHANICAL BREAKDOWN occurs and your VEHICLE becomes inoperative during evening/night hours, holidays or weekends, you have the authority to have the VEHICLE repaired under "Emergency Status" not to exceed four hundred dollars (\$400.00). Claims for emergency repairs exceeding the four hundred dollars (\$400.00) will be handled according to the same standard limits of liability and exclusions as any other claim noted in the CONTRACT. You must obtain from the repair facility proper documentation relating to the VEHICLE and performed repairs. You must then contact the ADMINISTRATOR at 877-238-3417 the next business day to determine coverages under the terms and conditions of this CONTRACT. Only reasonable and customary COSTS will be paid.

### EMERGENCY ROADSIDE ASSISTANCE

**CALL 1-866-273-4699**

The following Emergency Roadside Services will be provided for you on the covered VEHICLE up to a maximum of \$80.00 per occurrence. The obligor and administrator for the Emergency Roadside Services is Allstate Motor Club, 51 W. Higgins Road, South Barrington, IL 60010, 866-273-4699.

**TOWING** – If an emergency tow is required as a result of a mechanical failure, the covered VEHICLE will be towed back to the selling dealership (if within 50 miles) or the nearest certified repair facility, up to the program limits of \$80.00 per occurrence.

**BATTERY SERVICE** – a “jump start” will be applied in an attempt to start the covered VEHICLE.

**FLAT TIRE CHANGE** – Service will be provided to remove the flat tire and replace it with your properly inflated spare tire.

**LOCK-OUT** – If your keys are accidentally locked inside the covered VEHICLE, we will provide assistance to gain entry to the VEHICLE (proper identification will be required beforehand).

**FUEL, OIL, FLUID AND WATER DELIVERY** – If your VEHICLE requires an emergency supply of fuel, oil, fluid or water, we will arrange a delivery to you. You will be required to pay for the actual costs of the fuel, oil, fluid or water when it is delivered.

**TRIP INTERRUPTION** – In the event of a MECHANICAL BREAKDOWN occurring more than 100 miles from your home and caused by a part covered by this CONTRACT, even a part covered by this CONTRACT that is also covered by the manufacturer's warranty, you may receive up to \$125 per day up to 3 days for meals and lodging. Contact 1-866-273-4699.

### SUBSTITUTE TRANSPORTATION

Should the PURCHASER'S VEHICLE become inoperable due to the MECHANICAL BREAKDOWN of a covered part, upon authorization, payment will be provided to reimburse the PURCHASER for actual expenses incurred when renting a vehicle from a licensed car rental agency. Benefits will be allowed only for reasonable time necessary to complete the repair with a maximum benefit of three (3) calendar days. Maximum daily rental allowance is thirty-five dollars (\$35.00) per day, not to exceed one hundred five dollars (\$105.00) per visit. If due to parts availability, and the repair cannot be completed in three (3) calendar days, an additional three (3) days may be allowed at thirty-five dollars (\$35.00) per day with a maximum additional benefit of one hundred five dollars (\$105.00), provided additional authorization is obtained from the ADMINISTRATOR.

## **PURCHASER'S DUTIES, OBLIGATIONS AND MAINTENANCE REQUIREMENTS**

The PURCHASER acknowledges he/she has read, understands and accepts the terms and conditions of this CONTRACT, and has not relied upon the statements or promises of any person unless expressly stated in this CONTRACT. It is the PURCHASER'S responsibility to retain and have available upon request, all service records and/or receipts for proof of purchase for services and required materials.

To receive the full benefits of this CONTRACT, the PURCHASER must follow the manufacturer's recommendations as specified in the owner's manual for maintenance. Manufacturer's maintenance interval recommendations are for "normal" operating conditions. Special operating conditions (e.g. short duration trips, idling and/or low speed operation in stop or go traffic, towing of a trailer, operation in dusty areas) require increased frequency of maintenance services. Complete details are in owner's manual.

It is the PURCHASER'S responsibility to check fluid levels on a weekly basis. If contamination of lubricants or fluids occurs, immediate servicing is required.

## **COVERED AND NON-COVERED ITEMS**

This CONTRACT will cover necessary repairs to ALL of your vehicle's mechanical and electrical parts, except for those items listed under 'MAINTENANCE AND PARTS EXCLUDED' and "OTHER EXCLUSIONS FROM COVERAGE".

### **MAINTENANCE AND PARTS EXCLUDED**

1. Maintenance services and parts, including: engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hose, heater hose, by-pass hose, wiper blades, air conditioning recharge, fluids, spark/glow plugs and wires, manual clutch disc lining, pressure plate, throwout bearings, brake pads, drums, rotors and linings, distributor cap, wiper arms, pcv valve and pcv hose/line and exhaust system (except exhaust manifold).
2. Alignment of bumper and body parts, service adjustments/cleaning, tightening of fasteners (nuts, bolts, screws). Door handles, door hinges, cup holders, consoles, knobs, televisions, telephones, air shocks and air springs.
3. Glass, lenses, sealed beams and light bulbs. Headlamp assembly, tail light assembly, brake light assembly and fog lamp assembly.
4. Tires, wheels and studs, wheel covers, battery and cables, shock absorbers.
5. Aftermarket parts and accessories not produced by the VEHICLE'S manufacturer.
6. Bumpers, impact absorbers, sheet metal, body panels, frame and sub-frame, welds, carpet, trim, upholstery, convertible or vinyl tops, moldings and bright metal, air and water leaks, wind noise, weather strips, squeaks and rattles, paint, rust, airbag systems, safety restraint systems, dashpad and sun visors.
7. Loss caused by contaminated fuel system, exhaust system. Fuel injectors covered for electrical failure only.

### **OTHER EXCLUSIONS FROM COVERAGE**

1. Any loss/expense occurring out of the repair and /or replacement of a part not authorized by the ADMINISTRATOR.
2. A MECHANICAL BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
3. Any loss or expense occurring out of the repair and/or replacement of maintenance service or excluded parts (refer to Maintenance and Parts Excluded section).
4. The cost of diagnostic inspection, disassembly and/or reassembly, if the inspection determines that the failure was not a MECHANICAL BREAKDOWN under the TERMS AND CONDITIONS of this CONTRACT.
5. Damages caused by predetonation or detonation are not considered a MECHANICAL BREAKDOWN under the terms and conditions of this CONTRACT.
6. A MECHANICAL BREAKDOWN of a part resulting from the PURCHASER'S refusal to previously perform reasonable repairs and/or maintenance services recommended by the repair facility or ADMINISTRATOR.
7. Excessive COST to repair or replace a part. Reasonable COST being: Manufacturer's suggested retail price on parts and labor hours (determined by a flat rate labor manual, e.g. Chilton) multiplied by the customary regional labor charge for the repair/replacement of a protected part.
8. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a MECHANICAL BREAKDOWN occurs) including: negligence, damage, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE.
9. For any MECHANICAL BREAKDOWN caused by freezing, inadequate coolant, lubricants or fluids, or any MECHANICAL BREAKDOWN to a part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits.
10. If there are modifications and/or alterations to the VEHICLE not recommended by the manufacturer, including, but not limited to, all frame or suspension modifications, lift kits, lowering kits, emissions and/or engine modifications

(improved air filters are not considered a modification) done before or after the effective date of this contract, the VEHICLE does not qualify for coverage. Any failure to a covered part due to improper tire/wheel size.

11. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
12. Repair or replacement of a part to correct conditions that existed prior to the inception date of this CONTRACT.
13. Repair/replacement of any part(s) while covered by any Manufacturer's Warranty, a repairer's guarantee or by an insurance policy, which shall be responsible for such repairs whether collectible or not.
14. Repair or replacement of any parts not supplied by the factory and/or does not meet or exceed factory specifications.
15. Collision or upset, breakage of glass, missile, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, bodily injury or property damage arising or allegedly arising from a defect of a part.
16. Ineligible Vehicles: Any vehicle used for rental, shuttle, taxi, limousine service, delivery or hauling services, police, fire or emergency services or other public service vehicles, security services, oil field vehicles, cable or line installation/removal vehicles. Any vehicle equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), step van, high-cube van or box bodies. Any grey market vehicles, salvaged or branded title vehicle or vehicles where the manufacturer's warranty has been voided or rescinded. Vehicles sold by other dealers, lessors or private parties. Any diesel vehicle older than 1990. Any vehicle which has been mechanically modified from the original manufacturer's specification. All commercial use vehicles. Any vehicle manufactured as a cab or chassis or over one ton or over 13,000 lbs. GVWR. Vehicles equipped with more than 10 cylinder engines. Twin turbo equipped vehicles for models before 2009. Any GM vehicle with HT4100 engine. All limited production and/or exotic vehicles that are considered high performance, including, but not limited to, all models of Alfa Romeo, Daewoo, Jaguar, Peugeot, Porsche, Renault, Sterling, Yugo, Hummers, Land Rovers, Range Rovers, Saab, Tesla and Vipers. The Mercedes Maybach and the Mercedes 500 and 600 series and any Mercedes with more than 6 cylinders or with a diesel engine or with an AMG engine; the BMW 600, 700 and 800 series and the BMW Z3, 4, 8 and M series; the Ford GT; Shelby GT; the Ford Roush; the Mitsubishi 3000GT and VR4; the Acura NSX; the Honda FCX; the Volkswagen Phaeton; Chevrolet Corvette ZR1; Dodge Stealth; Dodge Challenger SRT Hellcat; Dodge Charger/Challenger/Dart with Scat Packages; Ram SRT-10 truck; Audi A8, R8 and S models; Cadillac CTS V. Rental vehicles; motor homes; RV's. Any vehicle not listed on the rate chart or listed as ineligible in the procedure manual.
17. IF THE CONTRACT IS NOT PURCHASED THROUGH A DEALERSHIP AT THE SAME TIME AS THE PURCHASE OF THE COVERED VEHICLE, THEN THERE IS A THIRTY (30) DAY AND ONE THOUSAND (1,000) MILE CLAIMS ELIMINATION PERIOD FROM THE CONTRACT PURCHASE DATE BEFORE COVERAGE BEGINS.

## **OTHER ITEMS OF IMPORTANCE**

### **LIMIT OF LIABILITY**

The total of all benefits paid or payable under this CONTRACT shall not exceed the price the PURCHASER paid for the VEHICLE (excluding taxes, license and fees). In no event will the liability for each MECHANICAL BREAKDOWN under this CONTRACT exceed the actual cash value of the VEHICLE (based on the current NADA trade-in value) at the time immediately preceding the MECHANICAL BREAKDOWN. The PROVIDER'S liability for incidental and consequential damages including, but not limited to, loss of use of specified VEHICLE or resulting inconvenience, loss of time, storage charges, lodging, other travel cost, income, maintenance, or from the breach of any implied warranties arising by law, is expressly excluded. The PROVIDER may direct termination of this CONTRACT, if the operation of the VEHICLE fails to comply with the terms and conditions of this CONTRACT.

### **TRANSFER PROCEDURE**

This CONTRACT provides transfer benefits for the original PURCHASER and the specified VEHICLE only. The CONTRACT is transferable one time, subject to a fifty dollar (\$50.00) transfer fee, provided: A) transfer is being made from original PURCHASER to a subsequent private owner (it may not be transferred to a dealer or the customer of a dealer); B) acceptable documentation that the VEHICLE was maintained in accordance with the "Maintenance Requirements" of this CONTRACT. Contact the ADMINISTRATOR at 877-238-3417 for instructions to receive this benefit. Submission must be completed within thirty (30) days of sale of VEHICLE.

### **TRANSFER OF MANUFACTURER'S WARRANTY**

You are responsible for the transfer and payment of applicable transfer fees to retain all manufacturer's warranties available on the VEHICLE. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would normally have been in effect if the transfer had been made.

**CANCELLATION PROCEDURES**

To cancel: PURCHASER/LENDER (A) must contact the SELLER to complete and sign the written cancellation form; (B) provide an odometer statement or other documentation of cancellation miles; and (C) if repossessed, provide a letter from the LENDER containing repossession date and mileage. (D) SELLER will provide ADMINISTRATOR with the cancellation documents. (E) ADMINISTRATOR will calculate the refund. (F) SELLER will issue the check to the PURCHASER/LENDER. If the PURCHASER/LENDER is unable to contact the SELLER, contact the ADMINISTRATOR at 877-238-3417 for assistance.

This CONTRACT provides cancellation benefits for the original PURCHASER/LENDER/PROVIDER only. The PURCHASER/LENDER/PROVIDER may cancel this CONTRACT at any time, including when a loss of the CONTRACT occurs or when you sell the VEHICLE without transfer of this CONTRACT. For Missouri contracts, written notice to the PURCHASER will be mailed within fifteen (15) days of cancellation. In the event a request from the PURCHASER/LENDER/PROVIDER is made within sixty (60) days of purchase and no claims have been filed, a flat cancellation will be allowed. If the PURCHASER/LENDER/PROVIDER requests a cancellation after sixty (60) days or has filed a claim, the ADMINISTRATOR agrees to calculate and make available a pro-rata refund percentage figure based on time or mileage, whichever refund is less (less any paid claims if the CONTRACT was not purchased at the time of the VEHICLE purchase). The PROVIDER and SELLER agree to return their respective portions of the pro-rata refund. The LENDER will be the sole payee when the collateral has been repossessed or is a total loss and the lien is still active. In most cases, the SELLER will issue the final refund check to the PURCHASER/LENDER. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days. All cancellations are subject to a fifty dollar (\$50.00) cancellation fee, except flat cancels.

**OUR RIGHTS TO RECOVER FUNDS PAID ON YOUR BEHALF**

If you have a right to recover any funds that we have paid under this CONTRACT, you hereby assign those rights to us. Your rights become our rights and you agree to do whatever is reasonably necessary to enable us to enforce those rights. We shall be entitled to retain only funds that reimburse our actual costs and only after you are fully compensated for your loss.

**SUBROGATION CLAUSE**

The PURCHASER hereby assigns to the ADMINISTRATOR all rights to proceed against any supplier, rebuilder, or manufacturer for the cost of any defective covered part or any consequential damages or costs paid by the ADMINISTRATOR arising from the defective covered part.

**REFUND FOR NO CLAIMS**

If any representation has been made to you that you would receive a refund of the CONTRACT purchase price if you made no claims during the CONTRACT term, such representation was made without the consent of the ADMINISTRATOR or PROVIDER and is not binding on the ADMINISTRATOR or PROVIDER. The ADMINISTRATOR and PROVIDER do not offer a cost refund of the CONTRACT price after the CONTRACT term has expired if no claims are made.

*This document shall serve as a receipt for your purchase of the extended vehicle service CONTRACT.*

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

# CHECKING/SAVINGS ACCOUNT INFORMATION

Contract# 15293606

PLEASE INCLUDE ALL O'S IN ROUTING AND ACCOUNT NUMBERS  
(ATTACH COPY OF VOIDED CHECK)

ROUTING NUMBER: \*\*\*\*\*45

ACCOUNT NUMBER: \*\*\*\*\*3232

CHECKING ACCOUNT

SAVINGS ACCOUNT

USE FOR MONTHLY PAYMENT

USE FOR DOWN-PAYMENT

By signing below, I authorize MBP Finance, to withdrawal my scheduled loan payment of \$136.44 from my bank account via ACH. If I have chosen to use this account for my monthly payment then additional payments will be withdrawaln on or after the 1st of each month. I further authorize MBP Finance to adjust this withdrawal to reflect any additional fees, charges or credits to my account authorized by this Note. I understand I have a right to receive notice of all varying debits but by signing below I agree that MBP Finance will only notify me 10 days prior to any given transfer if the amount to be transferred varies by more than \$75.00 from my regular scheduled payment amount.

I agree that, in the event that any withdrawal authorized in accordance with this authorization is rejected, MBP Finance may attempt additional times to initiate it. I understand that my bank may impose fees in connection with rejected withdrawals, and I agree that MBP Finance does not have any liability for such fees.

If I know that a withdrawal will be rejected by my bank (because there is not enough money in my account), I should contact MBP Finance so that alternate arrangements can be made. I understand that withdrawals are subject to applicable law and network rules.

I understand that this authorization and the services undertaken by MBP Finance in no way alter or lessen my obligations under the loan agreement. I understand and acknowledge that this authorization is not a condition to obtaining this loan and that I may terminate this authorization at any time (including prior to my first payment due date) by contacting MBP Finance directly at the address listed on the first page of my agreement and within a timeframe as to afford MBP Finance and my bank a reasonable opportunity to act on my request. In any event, MBP Finance will comply with my termination request within three business days. Terminating this authorization does not affect my obligation to repay the amount due under my Agreement.

TEST TESTER

CUSTOMER SIGNATURE

PRINTED CUSTOMER NAME



## ADDITIONAL TERMS AND CONDITIONS

### Buyer's Responsibility:

Buyer certifies the credit information submitted by him is complete and correct.

"Buyer" means all and each of the persons named above as buyers and such persons agree that all obligations, agreements, and undertakings imposed upon or agreed to on the part of the Buyer are joint and several and that the holder may enforce any and all rights given to such holder against the undersigned, jointly and severally. The Buyer further agrees that the remedies of the holder shall be cumulative and that the exercise of any one or more of the remedies provided for shall not be considered as a waiver of any of the other remedies of the holder provided for so long as any part of the Buyer's obligations remain unsatisfied.

Buyer agrees to perform all terms and conditions of the Purchaser as set forth and defined in the Service Contract.

### Default:

If any installment is not paid in full when due, the amount earned under the Service Contract but unpaid shall, at the option of the Seller, after notice to the Buyer, become due and payable, subject to a refund figured by the refund method described on the other side under "NOTICE TO THE BUYER" and any refund determined under the Service Contract, together with attorney's fees plus applicable court costs, to the extent allowed by law.

### Cancellation:

Seller shall specifically have the right to cancel the Service Contract (if the unit is a total loss or is repossessed) and Buyer waives his right to notice and hearing prior to Seller's cancellation of the Service Contract without judicial process subject only to a cancellation refund, if any, determined under the Service Contract. If this Agreement is assigned to MBP Finance, Inc. and Buyer defaults in the payment of any installment after Notice to buyer of such default and Buyer's opportunity to cure the default but Buyer fails to do so, MBP Finance, Inc. may cancel the Service Contract without further notice to Buyer subject only to a refund figured by the refund method described on the other side under "NOTICE TO BUYER", and any refund determined under the Service Contract as a result of said cancellation.

### Assignment:

When this Agreement is assigned to MBP Finance, Inc., then MBP Finance, Inc. will have all rights of Seller under this Agreement and may enforce the Agreement against Buyer.

## ASSIGNMENT & WARRANTY

FOR VALUE RECEIVED the undersigned does hereby sell, assign and transfer to MBP Finance, Inc. his, her, its or their right, title and interest in and to the within Agreement and any refunds arising from cancellation of said Service Contract and authorizes MBP Finance, Inc. to do every act and thing necessary to collect and discharge the same. Undersigned warrants that the Buyer's credit statement submitted herewith is true unless otherwise specified; and that the said Agreement arose from the sale of said Service Contract; is the only Agreement of the services described therein; and is genuine and enforceable; that the Service Contract was delivered and accepted; that any cash down payment was made, in cash except as otherwise specified; that no part thereof was loaned directly or indirectly by the undersigned to the within named Buyer; that the Buyer was of legal age at the time of the execution of the said Agreement; that the undersigned has the right to assign said Agreement; and that there is now owing thereon the amount as set forth therein. All the warranties, terms and provisions of an underlying Dealer Agreement between the undersigned and MBP Network, Inc. are made a part hereof by reference, and upon which MBP Finance, Inc. relies in making this purchase. Neither the cancellation of the Service Contract, nor failure to file or record this Agreement when required by law shall release the undersigned from the obligation herein and in said Agreement between it and MBP Finance, Inc.

## DEALER GUARANTEE

We guarantee payment to MBP Finance, Inc. of any amount unearned under the underlying Dealer Agreement as a result of cancellation of the Service Agreement for any reason hereby waiving notice of acceptance hereof, and further authorize MBP Finance, Inc. and/or MBP Network to deduct such unearned amount from future earnings due Dealer under said underlying Agreement.

\_\_\_\_\_  
(Signature of Dealer)

By: \_\_\_\_\_



# CREDIT CARD ACCOUNT INFORMATION

Contract# 15293606

CREDIT CARD: Discover

CREDIT CARD NUMBER: \*\*\*\*\*1111

EXPIRATION DATE: 05 - 2016  
(MM – YYYY)

USE FOR MONTHLY PAYMENT

USE FOR DOWN-PAYMENT

By signing below, I authorize MBP Finance, to withdrawal my scheduled loan payment of \$136.44 from my credit card account. If I have chosen to use this account for my monthly payment then additional payments will be withdrawaln on or after the 1st of each month. I further authorize MBP Finance to adjust this withdrawal to reflect any additional fees, charges or credits to my account authorized by this Note. I understand I have a right to receive notice of all varying debits but by signing below I agree that MBP Finance will only notify me 10 days prior to any given transfer if the amount to be transferred varies by more than \$75.00 from my regular scheduled payment amount.

I agree that, in the event that any withdrawal authorized in accordance with this authorization is rejected, MBP Finance may attempt additional times to initiate it. I understand that my bank may impose fees in connection with rejected withdrawals, and I agree that MBP Finance does not have any liability for such fees.

If I know that a withdrawal will be rejected by my bank (because there is not enough money in my account), I should contact MBP Finance so that alternate arrangements can be made. I understand that withdrawals are subject to applicable law and network rules.

I understand that this authorization and the services undertaken by MBP Finance in no way alter or lessen my obligations under the loan agreement. I understand and acknowledge that this authorization is not a condition to obtaining this loan and that I may terminate this authorization at any time (including prior to my first payment due date) by contacting MBP Finance directly at the address listed on the first page of my agreement and within a timeframe as to afford MBP Finance and my bank a reasonable opportunity to act on my request. In any event, MBP Finance will comply with my termination request within three business days. Terminating this authorization does not affect my obligation to repay the amount due under my Agreement.

TEST TESTER

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
PRINTED CUSTOMER NAME