

TRANSACTION SUMMARY:

Transaction Order Number: _____ Warranty purchased for the following product(s): _____
Date of Purchase: _____ Warranty Price: _____
Warranty Sticker Number: _____

CONTRACT OF ADDITIONAL WARRANTY

This Contract of Additional Warranty (the “**Warranty**”) is a legal contract. By purchasing it, you understand and acknowledge that you have had the opportunity to read the terms and conditions set forth herein, as well as the above Transaction Summary. By purchasing this Warranty, you are also consenting to Kenny U-Pull™’s¹ collection, use and disclosure of your personal information, as further detailed herein.

This Warranty is not a contract of insurance.

Definitions: Throughout the Warranty, the words:

1. “**we**”, “**us**” or “**our**” refer to the Obligor, as referenced below.
2. “**you**” and “**your**” refers to the individual who purchased the Product (defined below) and the Warranty;
3. “**replacement product**” refers to a used product with equal or similar features and functionality as the Product.

Obligor: The company obligated under the Warranty is American Iron & Metal Company Inc., whose address is 9100 Boulevard Henri-Bourassa East, Montreal, Quebec, H1E 2S4, and whose telephone number is (438) 604-5763

Product(s) for which this Warranty applies: This Warranty applies exclusively to those item(s) listed in the above Transaction Summary, which you purchased concurrently with this Warranty and which are specified as warrantable on the receipt which was provided to you at the time of purchase of the product(s) and this Warranty (the “**Product**”).

Instructions: During the Term of this Warranty (defined below), you must keep this Warranty document (the “**Warranty Document**”). You must not alter or remove the warranty sticker, one portion of which was placed on your Product at the time of purchase of this Warranty and another portion which was affixed to the Warranty Document (the “**Sticker**”). The Warranty Document and the Sticker are an integral part of this Warranty and you will be required to provide these in order for the Warranty to be enforceable, as further detailed below. The Warranty Document, including the terms, conditions, limitations and exclusions, the receipt which contains the price you paid for this Warranty and the Product identification, constitute the entire agreement and no representation, promise or condition not contained herein shall modify the terms and conditions found herein.

What is covered: For any single Product covered by this Warranty, this Warranty provides you with the possibility for a **one-time replacement product** during the term of the Warranty coverage outlined below. If we determine, at our sole discretion, that a replacement product cannot be provided, then we will issue you a Kenny U-Pull™ gift card for the original purchase price of the Product, including taxes, as indicated on your purchase receipt, and which can be used at any of our Kenny U-Pull™ locations.

If we provide you with a replacement product or Kenny U-Pull™ gift card under this Warranty, all of our obligations under this Warranty shall be considered to have been fulfilled in their entirety and this Warranty shall terminate automatically. If you are provided with a replacement part, you will, however, at the time of delivery to you of the replacement part, be given the option to purchase a separate contract of additional warranty for the provided replacement part.

This Warranty does not provide coverage for any specifications set forth in **What is not covered** below.

Term of the Warranty coverage: The term of the Warranty means the period for which this Warranty is in force; it begins immediately following the expiration of the free conventional warranty offered by Kenny U-Pull™, which ends on the date which is fifteen (15) days following the Date of Purchase outlined in the Transaction summary above, and shall remain in force for a period of ninety (90) days thereafter, unless cancelled, terminated or fulfilled pursuant to the provisions herein (the “**Term**”).

What to do to enforce the Warranty: Visit any of our Kenny U-Pull™ locations during normal business hours and discuss your interest to have this Warranty enforced with any of our customer service representatives onsite, who will be happy to assist you. At the time of claim, you will be required to present our customer service representative with the Product which is covered by this Warranty, the Sticker (unaltered or removed), together with this Warranty Document. Failure to present any of these items may result in this Warranty being voided.

¹ A division of American Iron & Metal Company Inc.

What is not covered:

- A. Tires, batteries and liquids; the following items constitute liquids which are not covered under this Warranty: windshield washer fluid and antifreeze;
- B. Products normally covered under this Warranty, but with an altered or missing Sticker;
- C. Products that are not listed on the Transaction Summary of this Warranty Document;
- D. Consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
- E. Any and all pre-existing conditions that existed prior to the purchase of this Warranty;
- F. Third-party actions (insect infestation, fire, collision, vandalism, theft, etc.)
- G. Loss or damage due to the elements or acts of God;
- H. Damage covered by any other warranty or service plan;
- I. Normal wear and tear;
- J. Preventative maintenance;
- K. Any fees related to third-party contracts;
- L. Loss or theft;
- M. Intentional physical damage;
- N. Damage from abuse, misuse, introduction of foreign objects into the Product;
- O. Cleanings and alignments;
- P. Re-installation costs;
- Q. Replacement costs for lost or consumable parts (except as otherwise expressly provided herein), such as antennas, computer software, remotes, batteries, bulbs and/or lamps;
- R. Cosmetic damage;
- S. "No Problem Found" diagnosis;
- T. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the Product;
- U. Products with safety features removed, bypassed, disabled or altered; and
- V. Service or replacement outside of Canada

Transferability of the Warranty: This Warranty may not be transferred to a subsequent owner or user of the Product.

No Renewal: This Warranty is not renewable.

Deductibles: No deductibles apply to this Warranty.

Personal Information: Personal information, which includes factual or subjective information about an identifiable individual, collected in connection with this Warranty ("**Personal Information**"), will be collected, used and disclosed to the Obligor and any of its affiliates or subsidiaries, for the purposes of administering the Warranty, including investigation, assessing and processing claims, creating and maintaining records, and providing customer service. Personal Information may also be used and disclosed for other purposes with your consent or as permitted by law.

In Quebec, we may be required by law to disclose your Personal Information to the SAAQ in relation to those parts which are characterized by law as "major components" of a vehicle, such as the engine, the doors, the trunk lid, etc., and for which we are required to maintain road vehicle recycler register.

For more information or to request access to and correction of your Personal Information, please contact info@kennyupull.com. You may also obtain a copy of Kenny U-Pull™'s Privacy Policy by visiting <https://kennyupull.com/privacy-policy/>.

Cancellation: This Warranty can be cancelled by you at any time and for any reason by visiting any of our Kenny U-Pull™ locations with the Warranty Document, within the first fifteen (15) days of the Date of Purchase listed in the above Transaction Summary, without cost or penalty to you. You may also cancel this Warranty at any time during the first fifteen (15) days of its purchase by providing written notice to 2185 Montee Masson, Laval, QC H7E 4P2, Building A2 or to info@kennyupull.com. Such written notice shall reference your name, telephone number and the Transaction Order Number indicated in the Transaction Summary above.

If the Warranty is cancelled by either party hereto, you will receive a full refund of the price you paid for the Warranty on a Kenny U-Pull™ gift card, provided this Warranty has not yet been enforced.