

## TERMS & CONDITIONS

This Protection Plan Agreement (“Agreement”) sets forth the terms and conditions under which we provide you with the services described below. Please read these Terms and Conditions carefully. Coverage may be limited, and certain exclusions apply. We reserve the right to modify any terms in this Agreement, including price, with prior notice to you. This Agreement may be assigned by us without prior notice to you, and such assignment shall not constitute a change in the terms of this Agreement.

## HOW TO MAKE A CLAIM

By phone: 419-214-0244

By email: [service@ambrosiasautomotive.com](mailto:service@ambrosiasautomotive.com)

By website: [ambrosiasautomotive.com](http://ambrosiasautomotive.com)

By mail: Ambrosia’s Automotive, 3505 W. Alexis Rd. Toledo, OH

To make a claim for a repair you must contact us to request service. You must notify us of a breakdown of a covered vehicle as soon as the problem is discovered. Notice of any malfunction must be given to us prior to the expiration of this Agreement.

## DEFINITIONS

“Plan” means the Ambrosia’s Automotive Protection Plan Membership, as applicable.

“You” and “Yours” means the resident or owner of the Eligible vehicle covered by the Plan:

“We”, “Us” and “Our” means Ambrosia’s Automotive, 3505 West Alexis Rd. Toledo, OH 43623

“Agreement” means the agreement made up of these Terms and Conditions and the Enrollment Form executed by you.

“Authorized Repair Technician” means the repair person employed by Ambrosia’s Automotive. All Services must be performed by an Authorized Repair Technician.

“Eligible Vehicle” means a vehicle owned by a customer located within our service area.

“Effective Date” means the date stipulated on the Enrollment Form.

## OVERVIEW

This plan includes the following: Amount is annually – starting from the date of your contract – (Includes parts, labor, & tax)

4 Semi-Synthetic or Conventional Oil changes or 2 Full Synthetic Oil changes

1 Cabin Filter replacement

1 Engine air filter replacement

1 Tow into our shop for repair

1 Full Diagnostics

1 Alignment

No Charge Fluid top-offs

1 set of front wiper blades

Up to 4 vehicle inspections

These services are not combinable year over if not used.

## COVERED BRANDS

We cover the following brands, from year 1997 to current: General Motors, RAM, Dodge, Chrysler, Mini, Fiat, Jeep, BMW, Audi, Mercedes, Ford, Lincoln, Mercury, Saturn, Buick, Oldsmobile, Pontiac, Infinity, Kia, Hyundai, Honda, Toyota, Volkswagen, Subaru, Stellantis

IF YOUR VEHICLE BRAND IS NOT ON THIS LIST, IT WILL NOT BE COVERED UNDER THE PROTECTION PLAN. SOME EXCEPTIONS MAY APPLY PER MANAGEMENT

## SERVICES

The Plan covers the cost for the specific diagnosis and repair work itemized herein to repair the vehicle specified on the Enrollment Form and rendered inoperable due to a mechanical failure caused by routine wear and tear subject to the applicable limitations and exclusions (the “Services”). The decisions to repair or replace a part will be made by us, at our reasonable discretion. The Plan does not provide any Service other than as specified herein. All service work under the Plan, including parts and labor, must be provided by an Authorized Repair Technician. We will not reimburse you for a service performed by someone other than us or one of our Authorized Repair Technicians.

#### COVERAGE PERIOD

Coverage starts 30 days after acceptance of online application by us and receipt of applicable contract fee and continues for 365 days from that date. If an Ambrosia's Automotive technician inspects your vehicle and approves it is in good working order, the coverage starts immediately after application and payment is completed.

#### ELIGIBILITY

The Vehicle eligible for coverage under the Plan are specified below ("Vehicle"). The Vehicle must be at Ambrosia's Automotive. Coverage is for owned and leased vehicles only. By permitting you to enroll in a Plan, we do not make any express or implied warranties concerning your existing vehicles or conditions. We may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. Following a thorough diagnosis, the Authorized Repair Technician shall make the determination whether the Service is covered by the Plan

#### DEDUCTIBLE

Free deductible for the life of the contract.

#### GENERAL EXCLUSIONS

Equipment with existing design faults or that has been abused, tampered with or damaged due to corrosion, freezing, fire, lightning, electrical surge, explosion, earthquake, flood, storm, customer abuse, acts of war or other insurable risks or accidental or deliberate damage from vandalism or theft is not covered under the Plan. Cosmetic damage including scratches & dents, chips, rust. LED lighting components. In-home instruction on how to use your product. Commercial, non-residential, or multifamily use of product. No Services will be provided if the Authorized Repair Technician is prevented from servicing the vehicle due to the presence of animals, insects, unsafe conditions, or if the vehicle &/or component is not easily accessible. The Plan does not cover installation, disconnection and manufacturer-recommended maintenance or upgrades. We will not reimburse you for work done by anyone other than an Authorized Repair Technician for services performed without our prior authorization. Unauthorized repairs may void this Agreement.

#### UNAVAILABLE PARTS OR NON-REPAIRABLE EQUIPMENT

If we cannot repair the vehicle because a part is obsolete, no longer available or we cannot

obtain it at a commercially reasonable cost, you become eligible for a rebate in the amount listed below. Simply send a copy of your receipt for the purchase of the new vehicle within 21 days of the diagnosis with your name and address written on the receipt and we will mail you the rebate. If the vehicle or part is an excluded item, such as sealed system components. The rebate does not apply as it is an excluded item. You will still receive a FREE diagnostic up to \$200.00 value for being a valued customer. Rebate payments are limited to \$300 per contract year.

#### TERM AND RENEWAL

The term of this Agreement shall commence on the Effective Date and continue either a monthly or yearly basis as selected on the Enrollment Form (the "Initial Term"). After the Initial Term, this Agreement will automatically renew in additional increments unless terminated in writing no later than 5 days after your anniversary date to the address set forth in "How to Make a Claim" or as otherwise provided in this Agreement.

#### CHANGES TO TERMS OF SERVICE

We will provide you written notification of any material changes to this Agreement 10 days in advance of the implementation of said changes. Notice will not be provided to you when changes are favorable to you or when changes are mandated by a regulatory agency. After notice of a material change, you may terminate this Agreement by providing written notice within the 30-day period prior to the effective date of the change. If you do not respond prior to the expiration of the 30-day period, the change will be deemed accepted by you. If we discontinue the Plan, our liability will be limited to completing any repairs or parts replacements underway at the time the Plan is discontinued.

#### CHANGE OF ADDRESS / NEW VEHICLE

You must notify us within 14-days of moving to a new address or purchasing a new vehicle. You are still responsible for the remainder of your 1- year agreement. You may keep your existing vehicle or switch to new vehicles that meet our terms & conditions. A new 1- year agreement can be implemented at a minimum for the same number of vehicles and price.

#### BUYER'S RIGHT TO CANCEL

All annual or monthly contracts are a one year minimum. After a one-year contract is completed, you may cancel this Agreement without liability as provided in more detail on

the Enrollment Form within 30- days of the contact expiration date. You agree to provide us with a minimum of 30 days' advance written notice of your cancelation or the membership contract will be auto-renewed for another one-year commitment. If the contract is not fulfilled for the 12-month commitment the customer will be billed at a retail rate on any repairs or services completed by Ambrosia's Automotive during that contract period.

## PAYMENTS

You agree to make payment either monthly or annually, plus any applicable taxes, as stated on the Enrollment Form. This Agreement provides for the Electronic Fund Transfer for the purpose of making your monthly payment. If you select annual payments, payment will be drafted from a pre-authorized credit card on your anniversary date each year. Monthly payments will be drafted from a pre-authorized credit card on the day which you enrolled in each following month. You will not receive a monthly or annual bill. If you fail to make payment when due for any reason, we may terminate your Plan as set forth below. If your payments are not current, we may refuse to provide service under the Plan. Except as otherwise specifically stated in this Agreement, your payments are non-refundable. YOUR PAYMENT FOR THIS AGREEMENT WILL CONSTITUTE THE ACCEPTANCE OF THIS AGREEMENT. Any past-due balances under this Agreement may be subject to a monthly late payment fee of one and one- half percent (1 1/2%) of the past-due balance. You must pre-pay for the Plan. Coverage under this Agreement is suspended at the end of the pre-pay period in the event of non-payment. You must be current on all payments to be covered under this Agreement. Company may terminate this Agreement at any time in the event that you fail to make timely payments.

## ONE YEAR AGREEMENT

You are purchasing the Ambrosia's Automotive Protection Plan for one full year. Coverage begins when your enrollment is approved ("Effective Date"). It is payable in twelve equal monthly installments or prepaid for one year. You have committed until the end of the 12-month period as measured from the plan Effective Date. Unless you give Ambrosia's Automotive a written notice within 30 days of your agreement's anniversary date, it is automatically renewed for the next 12 months at the price, terms and conditions then in effect. Your payment signifies acceptance of this agreement. If you add additional coverage or additional vehicles, or any additional options, within a contract year, the expiration date of your plan is extended to 12 months from the date the new coverage was added. Ambrosia's Automotive reserves the right to change the plan or terminate customers due to fraudulence at any time.

## TERMINATION

We may at any time immediately terminate the Plan for non-payment, fraud, or material misrepresentation without prior written notice. We may terminate the Plan any time by providing you with 14 days written notice. You may terminate this Agreement by providing us with 30 days after your one-year contract. You must send a thirty-day prior to contact one year end date with written notice to the address set forth in “How To Make a Claim.” There are no refunds for your enrollment prior to cancellation.

## WARRANTY AND LIABILITY

Problems cannot always be diagnosed and repaired on the first service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs. If the Plan had been cancelled or terminated, our obligation will continue, with respect to labor and defective parts, for 14 days after the date of the original repair. WE ARE NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, OR ECONOMIC DAMAGES OR FOR LOSS OF DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW.

## OLD PARTS REMOVAL FROM VEHICLE

All parts removed in connection with the Services become Ambrosia’s Automotive property, and you agree to assign to us any assignable warranties available from any manufacturer or supplier of such removed part.

## VEHICLE LOCATION

All vehicles must be maintained properly and kept above 20 degrees Fahrenheit. Vehicles under this agreement must be registered at the original contract household. Any vehicle moved from the original contract sign up location or owner will not be covered on this plan. Vehicles and parts must be free of any obstructions in the front, top, and sides of the vehicle to give adequate workspaces to repair. Vehicles that cannot be removed to be brought to our service location are the responsibility of the homeowner to remove for serviceability. All vehicles on this plan must have adequate workspace to repair the product. We do not work on any vehicles without them being brought to an Ambrosia’s Automobile facility. We do not work on any vehicles that are on or in trailers, etc.

## EXPIRED CONTRACT PAYMENTS

Calling for service with an expired contract payment. If your monthly or annual payment has exceeded 3- days past your contract date, the protection plan will not be able to provide service for you until the payment has been made to get the contract current. If your contract is more than 14 days old without payment the contract account will be removed from our system. If your contract has expired for more than 14 days, you will be required to sign up for a new one-year annual contract only and be required to have a 30-day waiting period before appliance service can be provided.

## PERSONAL INFORMATION

We collect and use personal information about you in order to establish and manage our business relationship with you. We share such information about you with our Authorized Repair Technician's order to provide service under your Plan. You give us your consent to disclose information about you for billing and/or supplying services to you under the Agreement, processing of past due accounts of yours which have been passed to a debt collection agency and complying with a legal requirement. In order to maintain privacy of account and other proprietary customer information, we may request you provide us with certain information to verify your identity. You, your spouse, and any authorized representative you may designate on the account will be required to provide such verification information before we will release any information related to your account or make any changes to the account. Unless you tell us otherwise, you also give us your consent to use and disclose your personal information to make you aware of other products and services that may be of interest to you.

This Agreement authorizes us to record, photograph and/or videotape the repairs while, being worked on or inspected, including the interior and exterior of the product. We may use a mobile phone or any other recording device to record for liability purposes. Further, you grant us the absolute and irrevocable right and permission, with respect to the photographs, videos, or any other media (hereinafter collectively known as "Images") that we have taken, to use, re-use, publish, re-publish, reproduce the same in whole or part, individually or in conjunction with other images, and in conjunction with any printed or electronic matter in printed form, electronic databases, websites, or in any and all media now or hereafter known, and for any legitimate purpose whatsoever, and to use my name and likeness in connection therewith.

## DISPUTE RESOLUTION

In the event of a dispute over a claim or coverage you agree to file a written claim with us and allow us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith, before resorting to mandatory arbitration. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

All disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, multiple plaintiffs, representative, or similar proceeding (Class Action). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the State of Ohio under its Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

All claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1200 per claim, but in no event attorney's fees.

Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Ohio or Michigan.

## NON-DISPARAGEMENT

Your signature on this contract enters you into a non-disparagement agreement with us.



“Disparage” shall mean any negative statements, reviews, comments, or feedback, whether written or verbal about this Agreement, the services provided, us and our employees. If you disparage us, we will have the right to recover damages in the amount of \$950.00. This will include all written or electronic communication, whether email, text message, posts, use of Yelp, LinkedIn, Facebook, Google, Yahoo, any online website, or any other form of social media.

## MISCELLANEOUS

This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of Ohio without regard to the conflict of laws provision thereof.

If a dispute arises out of this Agreement and cannot be settled through negotiations, the parties agree to try in good faith to settle the dispute by mediation before resorting to Arbitration. The fees for the mediation will be borne equally by the parties.

This Agreement, together with the signed Enrollment Form, make up the entire agreement between you and us. There are no other written or verbal representations, rights, obligations, or inducements (including those of sales agents) that are binding on us.

Disputes or complaints about the Services provided by us or this Agreement should be directed to (419) 214-0244.

We may assign this Agreement, in whole or part, or any of our rights and obligations hereunder, or pledge the Agreement or proceeds thereunder as security for any obligation, without your consent, to the fullest extent allowed by law. Upon such assignment, you agree that we shall have no further obligation under this Agreement. This Agreement is not assignable by you without our prior written consent. Any action we take or fail to take does not mean that we give up any of our rights under this Agreement.

We will make commercially reasonable efforts to fulfill our obligations under this Agreement. Certain causes and events that are out of our reasonable control (“Force Majeure Event(s)”) may result in our inability to perform under this Agreement. If we are unable to perform our obligations, in whole or in part, due to a Force Majeure Event, then our obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall we be liable to you for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to, acts of God, fire, war, flood, earthquake, acts of terrorism, pandemic, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules, or regulations of any governmental authority, or any other cause beyond our reasonable control.

By the signature on the Enrollment Form, the signer represents that they have thoroughly read this Agreement and are the owner or authorized corporate officer of the Eligible vehicle (s) who is authorized to obligate and pay for provided services, and if the company fails to fulfill its obligations, then the signatory shall be personally liable and hereby personally guarantees payment.

Discounts, rebates, or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates.

#### CREDIT CARD PAYMENT INFORMATION

Any MasterCard, Visa, or Discover charges must be contested within 20 days of service or charges cannot be reversed. Ambrosia's Automotive will provide billing or repair information to the owner of the vehicle and/or the individual that signed the invoice and paid for the repair. Any other person must have a notarized statement from the homeowner to release information due to confidentiality laws.

#### COLLECTION FEE

If you do not fulfill your one-year contract obligation, you will be subject to a collection fee of \$75 . All collections will be directed to finance systems of Toledo Incorporated, 282L North Holland Sylvania Road unit c Toledo Ohio 436L5 phone 419-578-4300.

Our obligations under this Agreement are backed only by the full faith and credit of Ambrosia's Automotive Inc. and are not guaranteed by a third party, contract reimbursement insurance policy, or performance bond.

Ambrosia's Automotive Inc.

3505 W. Alexis Rd.

Toledo OH, 43623

Phone: 419-214-0244

Fax: 419-214-0247

Website: [www.ambrosiasautomotive.com](http://www.ambrosiasautomotive.com)

ReplyForward

