

## TERMS AND CONDITIONS OF REPAIR SERVICES

1. **DISPUTE SETTLEMENT AND ARBITRATION.** CUSTOMER & CALIBER ACKNOWLEDGE AND AGREE THAT IN THE EVENT A DISPUTE OR CONTROVERSY ARISES CONCERNING THIS AGREEMENT OR THE REPAIRS TO THE VEHICLE, CUSTOMER & CALIBER SHALL FIRST ATTEMPT IN GOOD FAITH TO SETTLE THE DISPUTE BY MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER OR COMMERCIAL MEDIATION PROCEDURES, AS APPLICABLE. IN THE EVENT THAT THE MATTER IS NOT SETTLED BY MEDIATION AS PROVIDED FOR IN THIS PARAGRAPH, CUSTOMER & CALIBER AGREE THAT SUCH DISPUTE OR CONTROVERSY SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER OR COMMERCIAL ARBITRATION RULES, AS APPLICABLE. CUSTOMER HEREBY ACKNOWLEDGES THAT A COPY OF SUCH RULES, A GUIDE TO THE APPLICABLE PROCEDURES AND INFORMATION NOTING THE NEAREST AMERICAN ARBITRATION ASSOCIATION LOCATION IS AVAILABLE FOR CUSTOMER'S REVIEW AT [www.adr.org/aaa/faces/rules](http://www.adr.org/aaa/faces/rules). CUSTOMER MAY ALSO CONTACT THE AMERICAN ARBITRATION ASSOCIATION AT 212-484-4181 or 888-855-9575. JUDGMENT ON THE ARBITRATION AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF EITHER CUSTOMER OR CALIBER ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY, WHETHER ON BEHALF OF THE GENERAL PUBLIC, OTHER CALIBER CUSTOMERS OR OTHER PERSONS SIMILARLY SITUATED. NOTWITHSTANDING THE FOREGOING, CALIBER AND CUSTOMER AGREE THAT CLAIMS ARISING UNDER THE MAGNUSON-MOSS WARRANTY ACT ("MMWA"), SHALL BE MEDIATED BUT SHALL NOT BE ARBITRATED. IF MEDIATION DOES NOT RESOLVE A CLAIM UNDER THE MMWA, THE CUSTOMER MAY PURSUE THE MMWA CLAIM, AND ONLY THE MMWA CLAIM, IN COURT. ANY CLAIMS NOT UNDER THE MMWA SHALL BE ARBITRATED AS SET FORTH HEREIN. IN THE EVENT THE CUSTOMER DOES BRING AN MMWA CLAIM IN COURT, CUSTOMER AND CALIBER EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AS TO SUCH CLAIM.
2. **Limited Warranty.** Subject to the obligations and exclusions below, Caliber warrants the repairs against defects in materials and workmanship for the applicable period of time set forth in Section 2(A) During such time, Caliber will repair or replace any parts which prove to be defective by reason of improper workmanship or materials without charge for parts or labor relating thereto, subject to the terms and conditions herein, including, but not limited to Section 2(C) below. All warranty repairs must be performed at one of Caliber's facilities. If the vehicle is outside Caliber's market area, the warranty repairs may be performed at any repair facility nationwide that is approved in advance by Caliber.
  - A. **Warranty Period. Non-Transferability & Non-Assignability.** Except as otherwise provided herein, Caliber warrants the repairs and paint only to Customer and for only as long as Customer owns the vehicle, but in no event for less than sixty (60) days. Customer may not expressly or implicitly transfer or assign any rights granted under this limited warranty.
  - B. **Defects in Manufacturer's Parts, Material or Accessories.** In certain instances Caliber may use parts, materials or accessories in its repairs that have been procured from third-party manufacturers and/or suppliers. In such instances, Caliber warrants such parts, materials or accessories only to the extent that the third-party manufacturer or supplier's warranties apply to Caliber.
  - C. **Limitations and Exclusions.** This limited warranty does not apply to repairs necessitated by any cause beyond the reasonable control of Caliber, including any defects, damage or malfunctions caused by or resulting from unauthorized service or parts, improper or inadequate vehicle maintenance, use for which any parts or accessories were not designed or approved, alterations, accidents, modification of repairs, subsequent repairs performed by a party other than Caliber (except as set forth in this Section

2), abuse, misuse, neglect, or acts of God. Any and all disputes related to this section shall be resolved according to the procedures set forth in Paragraph 1 above.

D. Environmental Damage. This limited warranty does not apply to damage caused by chemicals, tree sap, road salt, sand, rocks, pebbles, hail, windstorms, sun, pollution or other environmental factors or road hazards that may damage cloth, leather, plastic, wood, vinyl, paint, chrome, upholstery and/or convertible tops.

E. Waiver of Right to Return of Replaced Auto Parts. By entering into this agreement Customer waives any right to the return of auto parts replaced by Caliber and Customer agrees that all parts replaced under this limited warranty shall become the property of Caliber. If you do not wish to waive your rights to return of replaced parts, please inform the center manager before you sign this document so that we may make appropriate arrangements.

3. DISCLAIMERS. THE FOREGOING PARAGRAPH 2 IS THE COMPLETE LIMITED WARRANTY FOR CALIBER REPAIRS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER EXPRESS WARRANTIES ARE MADE WITH RESPECT TO CALIBER REPAIRS IN NO EVENT WILL CALIBER BE LIABLE TO THE CUSTOMER OF THE VEHICLE DESCRIBED IN THIS AGREEMENT, FOR ANY COMMERCIAL DAMAGES, EXPENSES, LOST REVENUES, LOST SAVINGS OR ANY OTHER SPECIAL, INDIRECT INCIDENTAL OR CONSEQUENTIAL LOSSES OF A COMMERCIAL NATURE WHATSOEVER, EVEN IF CALIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT ANY PART OF THIS LIMITED WARRANTY IS IN CONFLICT WITH APPLICABLE LAW, CALIBER WILL FOLLOW APPLICABLE LAW.

4. Entire Agreement, Headings, Validity. Customer acknowledges that he/she has not been induced to authorize repairs by any representation or warranty not set forth in this agreement. This is the entire agreement between Caliber & Customer, and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. This agreement may only be modified in writing, signed by Caliber & Customer, either through manual or digital signatures.