

IMPLIED WARRANTY OF MERCHANTABILITY DISCLOSURE STATEMENT

Dealership Name _____ Salesperson _____

Customer Name(s) _____

Date of Delivery _____ Odometer Reading _____ Miles

Vehicle Description _____
Year Make Model VIN

Arizona law requires that this vehicle will be fit for the ordinary purposes for which the vehicle is used for fifteen (15) days or five hundred (500) miles after delivery; which ever is earlier except with regard to particular defects disclosed in the Waiver of the Implied Warranty of Merchantability for Particular Defects and on the first page of the purchase agreement. You (the Customer) will have to pay up to twenty five dollars (\$25.00) for each of the first two (2) repairs if the Warranty is violated. Our maximum liability shall not exceed the purchase price you paid for the vehicle. Please read the following for more information regarding your rights and remedies if the implied warranty of merchantability is breached.

This implied warranty of merchantability expires at midnight of the fifteenth (15th) calendar day after the Date of Delivery or after the vehicle has been driven five hundred (500) miles from the Odometer Reading listed above; which ever is earlier. For purposes of calculating the term of the Warranty any day on which the Warranty is breached and all subsequent days on which the vehicle fails to conform with the implied warranty of merchantability are excluded. In addition the miles you must drive to obtain, or in connection with, a repair service or testing of the vehicle while it fails to conform with the implied warranty of merchantability are excluded.

The implied warranty of merchantability is met if the vehicle functions substantially free of defects that significantly limit the use of the vehicle for the ordinary purpose of transportation on any public highway. The implied warranty of merchantability does not extend to damage that occurs to the vehicle after the sale that is the result of any off road use, racing, towing, abuse, misuse, neglect, failure to perform regular maintenance or to maintain adequate oil, coolant or other required fluid or lubricant.

If the vehicle fails to conform with the implied warranty of merchantability, you must give us reasonable notice of the failure within thirty (30) days of the date of the failure and before you exercise any other remedy you must provide us with the opportunity to repair the vehicle. You must deliver the vehicle to the Dealership or a service facility that we reasonably select and authorize in writing for repair work to be performed under the Warranty. We will not reimburse you for any cost of services or repairs that are not performed by us unless you received advance written authorization to have the services repairs performed elsewhere and are able to provide us with the written receipts. We may, at our sole discretion, use used or remanufactured parts. The timeliness of the service or repair may be affected by the availability of replacement parts. Upon redelivery of the vehicle to you, you must pay for one half of the cost of the first two (2) repairs necessary to bring the vehicle into accordance with the Warranty up to a maximum payment of twenty five dollars (\$25.00) for each repair.

Our maximum liability is limited to the purchase price you paid for the vehicle. If we are unable to repair the vehicle and cure the breach of the implied warranty of merchantability, we will refund the purchase price to you or to the lender if you financed the purchase price of the vehicle in exchange for your return of the vehicle.

By signing below you acknowledge that you have read and received a copy of this Disclosure Statement.

Customer

Date

Customer

Date