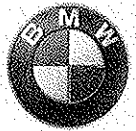


BMW Tire & Wheel Protection Service Contract Limited Agreement Application.

DEAL# [REDACTED]
STK # [REDACTED]
CUST# [REDACTED]



REGISTERED CUSTOMER INFORMATION

Last Name [REDACTED] First Name [REDACTED] Middle Initial [REDACTED]
Street Address [REDACTED] Apt # [REDACTED]
City [REDACTED] State [REDACTED] Zip Code [REDACTED]
Home Phone # [REDACTED] Bus. Phone # [REDACTED] E-mail [REDACTED]

COVERED VEHICLE INFORMATION

Manufacturer BMW Model 1 SERIES M COUPE Year 2011
Vehicle ID # [REDACTED]
Vehicle Purchase Price \$ [REDACTED]
Vehicle Service Contract Purchase Price \$ [REDACTED] New Vehicle ☐ Certified Pre-Owned ☐ Odometer Reading 25

BMW CENTER INFORMATION

BMW Center # [REDACTED] BMW Center [REDACTED]
Street Address [REDACTED]
City [REDACTED] State [REDACTED] Zip Code [REDACTED]

I ("Registered Customer") whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read the terms and conditions listed on the back of this Agreement and I understand and agree to all of the provisions herein. This Agreement sold by the BMW Center listed above ("Selling BMW Center") is between the Obligor and Registered Customer.

[REDACTED]
[REDACTED]
Date of Sale _____ Registered Customer Signature _____ BMW Center Signature _____
(Effective Date of Agreement)

TIRE & WHEEL PROTECTION COVERAGE TERM

Please check (✓) one box only. ☐ 1 YEAR ☐ 2 YEARS ☐ 3 YEARS ☐ 4 YEARS ☒ 5 YEARS

IF NO BOX IS CHECKED (✓), MAXIMUM COVERAGE WILL APPLY.

THE PURCHASE OF TIRE & WHEEL PROTECTION IS NOT A REQUIREMENT
FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE.

THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.
THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY.

SEE IMPORTANT TERMS AND CONDITIONS ON THE BACK OF THIS AGREEMENT.

SAFE-GUARD PRODUCTS INTERNATIONAL, LLC ("Administrator"/"Obligor"/"Provider")
3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305 • 800-269-4559

In Florida the Obligor and Administrator is **SAFE-GUARD WARRANTY CORPORATION**, Florida License Number 60126

3500 Piedmont Road, NE, Suite 400, Atlanta, GA 30305 • 866-279-5263

In certain states the **Selling BMW Center** is the Obligor. Review the State-Specific Amendments for complete details.

BMW TIRE & WHEEL PROTECTION SERVICE CONTRACT LIMITED AGREEMENT TERMS, CONDITIONS AND CLAIM PROCEDURES

TIRE & WHEEL PROTECTION COVERAGES

1. **STANDARD COVERAGE:** This Tire & Wheel Protection Service Contract Limited Agreement ("Agreement") shall reimburse the Registered Customer (also referred to as "Owner", "You" and "Your" herein) for the costs associated with the replacement of a tire or wheel attached to the Covered Vehicle which is damaged as a result of operational or structural failure due to a defect in material or workmanship.
2. **ADDITIONAL BENEFIT COVERAGE:** In the event a tire or wheel attached to the Covered Vehicle is damaged by a covered Road Hazard, this Agreement will reimburse the Registered Customer for the approved costs associated with the replacement of the damaged tire and/or wheel subject to the following terms and conditions:
 - a) If the tire is flat or the wheel is damaged (excluding Cosmetic Damage), Administrator will reimburse You for (1) an original equipment manufacturer's part ("OEM") or OEM approved replacement tire and/or OEM wheel of like, kind and quality at the average regional retail market rate and (2) the approved costs associated with the replacement including mounting, balancing, valve stems, and taxes.
 - b) Administrator will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to \$100.
 - c) If the replacement is performed by Selling BMW Center or a BMW passenger car center and/or BMW SAV center (collectively referred to as a "BMW Repair Center") replacement parts will be OEM otherwise replacement parts may consist of non-OEM parts.
 - d) Replacement OEM or OEM approved tires and Replacement OEM wheels will be covered for the remainder of the Agreement.
 - e) This Agreement will cover the replacement of air pressure monitors if they are damaged by a road hazard. This Agreement does not cover the replacement of air pressure monitors that are damaged while removing the tire or wheel from the Covered Vehicle.

LIMITATIONS OF COVERAGE

THIS AGREEMENT IS ONLY VALID IF PURCHASED AT THE TIME OF SALE OF THE COVERED VEHICLE.

1. **Tread Depth Requirement:** Covered Vehicle's tires must have more than 2/32" tread depth at the lowest point on the tire at the time of damage.
2. **Term:** The term of the Agreement begins on the sale date of the Agreement and expires at the end of the term selected on the front of the Agreement.
3. **Owner Responsibilities:** Maintain air pressure at Covered Vehicle's/tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth of 2/32" or less, (2) improper wear and (3) dry rot. Replace any tire with any of these conditions.
4. **Road Hazards** are defined as debris on a public roadway such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway. Road conditions found in construction zones or construction sites are not considered a covered Road Hazard. Damage or accidents caused by these conditions should be reported to Your automobile insurance company.
5. **Deductible:** There is no deductible associated with this Agreement.
6. **Payment Terms:** Agreement Purchase Price is due and payable at the time of sale of the Agreement. Payment may also be incorporated into the Registered Customer's Finance Agreement/Retail Installment Contract.
7. **Salvage:** Upon the replacement of a covered part, Administrator shall have all rights of ownership to the damaged covered part (salvaged parts).

TRANSFER PROCEDURE

The Registered Customer may transfer the Agreement at the time of the Covered Vehicle's resale to an individual, subject to a \$40 transfer fee made payable to Safe-Guard Products International, LLC, 3500 Piedmont Road NE, Suite 400, Atlanta, GA 30305, within thirty (30) days of the Covered Vehicle's resale date. **Copies of the front of the Agreement, the new registered title and bill of sale are required by Administrator to process the transfer request. This Agreement is not transferable to another vehicle. The right to cancel this Agreement is not transferable and only applies to the original Registered Customer.**

CLAIM PROCEDURES

If the Covered Vehicle suffers damage covered by this Agreement, Registered Customer should immediately bring the Covered Vehicle to a BMW Repair Center to obtain authorization for replacement of the damaged tires and/or wheels. Registered Customer must provide a copy of this Agreement to the BMW Repair Center and sign the final invoice (provided by BMW Repair Center) indicating the cause of damage. In the event the Covered Vehicle is not operable, driving it will cause further damage or the damage occurs outside of normal BMW Repair Center business hours, do not continue to operate the Covered Vehicle. Instead, contact BMW Roadside Assistance by calling 800-332-4269. BMW Roadside Assistance will assist you in transporting the Covered Vehicle to the BMW Repair Center. If the Covered Vehicle is no longer covered by the BMW Roadside Assistance program, Administrator will reimburse You for Your out of pocket towing costs necessitated by damage caused by a covered Road Hazard up to \$100. Administrator will pay the BMW Repair Center on Registered Customer's behalf for authorized replacements made pursuant to this Agreement. Any towing costs covered by this Agreement that fall outside of the BMW Roadside Assistance program will be made in the form of a reimbursement to Registered Customer after Registered Customer has provided Administrator with a copy of (1) this Agreement and (2) the towing invoice and receipt. No towing costs will be reimbursed if the tire and/or wheel replacement was not covered under this Agreement.

If Covered Vehicle suffers damage covered by this Agreement and You are unable to bring the Covered Vehicle to a BMW Repair Facility, Registered Customer must call Administrator at 800-269-4559 for a claim tracking number PRIOR to initiating a covered replacement. Administrator's business hours are Monday through Friday, 8:30am-8:00pm EST and Saturday, 9:00am-5:00pm. Services performed under this Agreement during non-business hours MUST be reported the following business day. If replacements are made by anyone other than a BMW Repair Center, Registered Customer's benefit under this Agreement will be in the form of a reimbursement for the covered costs of an authorized replacement made pursuant to this Agreement. For reimbursement of covered costs, Registered Customer must submit a copy of (1) this Agreement, (2) claim tracking number, (3) invoice and receipts indicating replacement and tread depth, and (4) a completed claim form (to be provided by Administrator at the time of claim initiation) to Administrator via mail at 3500 Piedmont Road NE, Suite 400, Atlanta, GA 30305, via fax at 678-553-1367, or via e-mail at claimstirewheel@sgintl.com. Administrator has the right to reasonably request any other documents or information necessary to process the claim. To obtain a claim form or check the status of a claim, visit www.sgclaims.com.

The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to paying any claim benefit. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit payable under the Agreement.

NON-COVERED EXPENSES

The following expenses are not covered: Any and all fines; Snow tire or chain mounting or removal; Towing by unlicensed service stations or garages; Second tows; Rental/replacement vehicle charges; Vehicle storage charges; Service on vehicles in unsafe condition for service or towing; Failures resulting from normal wear and tear; No reimbursement is provided for service or towing on roads not regularly maintained; Tire/wheel accessories; Environmental fees; Shop supplies; Nitrogen filling for tires; Alignments or mechanical adjustments to the Covered Vehicle; Shipping associated with the damaged tire/wheel or replacement tire/wheel.

LIMITED AGREEMENT EXCLUSIONS

The following are excluded from coverage under this Agreement: Tire or wheel damage occurring outside the United States, its territories, or Canada; Cosmetic damage; Any Covered Vehicle involved in an accident; Any towing cost exceeding \$100 and/or not related to the replacement of a tire/wheel damaged due to a covered road hazard; Tires with 2/32" or less tread depth at the lowest point on the tire, damage due to collision, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot, or vandalism; Damage exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage; Consequential damages; Recapped tires and racing tires; Acts of God, floods or fires; Acts associated with terrorism; Damages caused by or occurring on roads not regularly maintained; Commercial vehicles; Any tire or wheel damage covered by (1) Registered Customer's primary insurance provider, (2) a manufacturer's or tire distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway; Administrator will not accept paid bills for reimbursement on unauthorized claims, authorized claims without a claim tracking number or claims not filed within thirty (30) days of the date the damage occurs; Administrator reserves the right to void the Agreement or deny claims at any time due to misuse, fraud, or misrepresentation.

This Agreement does not cover pre-existing damage, conditions or wear.

ARBITRATION PROCEDURE

You agree that all individual, class action or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Provider, Selling BMW Center or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of your desire to submit your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

CANCELLATION PROCEDURES

Agreements cancelled by Registered Customer within thirty (30) days of the Effective Date of Agreement are eligible for a one hundred (100%) percent refund of Agreement Purchase Price less any claims paid. Agreements cancelled by Registered Customer after thirty (30) days are eligible for a pro-rata refund based on the unexpired term of the Agreement less the cost of any benefits paid under the Agreement less a \$40 processing fee. **To initiate the cancellation process, please contact the Administrator or Selling BMW Center.** The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by Registered Customer and received by Safe-Guard Products International, LLC at 3500 Piedmont Road, NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancel.com.

SETTLEMENT

Obligations of the Provider under the Agreement are guaranteed under a contractual liability insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If the Agreement benefit or refund is not provided by the Administrator within sixty (60) days after all claim requirements have been met, the Registered Customer may apply for reimbursement directly to Virginia Surety Company, Inc. via the address or phone number listed above.

SAFE-GUARD WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. SAFE-GUARD WILL CANCEL ANY AGREEMENT THAT WAS SECURED BY THE REGISTERED CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS. IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS FOR ANY REASON HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, SUCH INVALIDITY OR UNENFORCEABILITY WILL NOT AFFECT ANY OTHER PROVISIONS OF THIS AGREEMENT.

**FOR CLAIMS OR QUESTIONS ABOUT YOUR AGREEMENT, PLEASE CALL SELLING BMW CENTER
OR ADMINISTRATOR AT 800-269-4559.**

STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

ARKANSAS

1. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by the Registered Customer within thirty (30) days of the Effective Date of Agreement under which no claims were made are eligible for a refund of 100% of the Agreement purchase price less a cancellation fee in the amount of forty (\$40) dollars. If a claim was made within the first thirty (30) days, then the amount of claims paid will also be deducted from the cancellation refund. Agreements cancelled by Registered Customer after thirty (30) days are eligible for a pro-rata refund based on the unexpired term (days) of the Agreement less claims paid less a cancellation fee in the amount of forty (\$40) dollars. To initiate the cancellation process, please contact the Administrator or the Selling BMW Center. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Safe-Guard Products International, LLC at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.

COLORADO

1. Obligations of the Provider under the Agreement are guaranteed under Policy # 3473 and VSC-CL-1 End. (05/04) CO.

HAWAII

1. All references to "Provider" are replaced with "Obligor"
2. The Cancellation section is amended by adding the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of the Agreement.

IDAHO

1. Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.
2. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by the Registered Customer within thirty (30) days of the Effective Date of Agreement under which no claims were made are eligible for a refund of 100% of the Agreement purchase price less a cancellation fee in the amount of forty (\$40) dollars. If a claim was made within the first thirty (30) days, then the amount of claims paid will also be deducted from the cancellation refund. Agreements cancelled by Registered Customer after thirty (30) days are eligible for a pro-rata refund based on the unexpired term (days) of the Agreement less claims paid less a cancellation fee in the amount of forty (\$40) dollars. To initiate the cancellation process, please contact the Administrator or the Selling BMW Center. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Safe-Guard Products International, LLC at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.

ILLINOIS

1. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by the Registered Customer within thirty (30) days of purchase date are eligible for a 100% refund of purchase price less claims paid. To initiate the cancellation process, please contact the Administrator or the Selling BMW Center. If cancelled after the first thirty (30) days, the Registered Customer will be refunded one hundred (100%) percent of the unearned Program Selling Price paid (calculated on a pro-rata basis) less claims paid less a processing fee of \$25 or ten (10%) percent of the Program Selling Price, whichever is less. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Safe-Guard Products International, LLC at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.

MAINE

1. The Obligor of this contract is the BMW Center listed on the front of the Agreement. This Agreement is between Selling BMW Center and Registered Customer. Selling BMW Center has appointed Safe-Guard Products International, LLC ("Safe-Guard") as the authorized administrator of this Agreement. Safe-Guard neither assumes nor has any liability whatsoever for the obligations of this Agreement.

MASSACHUSETTS

1. The Obligor of this contract is the BMW Center listed on the front of the Agreement. This Agreement is between Selling BMW Center and Registered Customer. Selling BMW Center has appointed Safe-Guard Products International, LLC ("Safe-Guard") as the authorized administrator of this Agreement. Safe-Guard neither assumes nor has any liability whatsoever for the obligations of this Agreement.

MICHIGAN

1. The Obligor of this contract is the BMW Center listed on the front of the Agreement. This Agreement is between Selling BMW Center and Registered Customer. Selling BMW Center has appointed Safe-Guard Products International, LLC ("Safe-Guard") as the authorized administrator of this Agreement. Safe-Guard neither assumes nor has any liability whatsoever for the obligations of this Agreement.

STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

MINNESOTA

1. The Cancellation section is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within thirty (30) days after the return of the contract to the Provider.

MISSOURI

1. The Cancellation section is amended to include the following: Provider will mail a written notice to Registered Customer within fifteen (15) days of the effective date of termination. A ten (10%) percent penalty per month will be added to a refund that is not paid within thirty (30) days after the return of the contract to the Provider.
2. Non-original manufacturer parts will be used if original manufacturer's parts are unavailable at the time of the claim.

NEBRASKA

1. The issuer of the motor vehicle service contract reimbursement insurance policy is not a domestic entity and the Department of Insurance can give no assurance that the issuer has adequate reserves to cover potential losses.
2. The Arbitration section is deleted in its entirety.

NEW HAMPSHIRE

1. In the event you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261.
2. Residents of New Hampshire are not required to abide by the Arbitration section.

NEW JERSEY

1. The Obligor of this contract is Selling BMW Center listed on the front of the Agreement. This Agreement is between Selling BMW Center and Registered Customer. Selling BMW Center has appointed Safe-Guard Products International, LLC ("Safe-Guard") as the authorized administrator of this Agreement. Safe-Guard neither assumes nor has any liability whatsoever for the obligations of this Agreement.

NORTH CAROLINA

1. The Cancellation section is replaced in its entirety by the following: Registered Customer may cancel the Agreement at anytime by following the procedures herein. Agreements cancelled are eligible for a pro-rata refund based on the unexpired term (days) of the Agreement less claims paid less a cancellation fee in the amount of ten (10%) of the amount of the pro rata refund. To initiate the cancellation process, please contact the Administrator or Selling BMW Center. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Safe-Guard Products International, LLC at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com. Provider may only cancel this Agreement for nonpayment of the Agreement Purchase Price or for a direct violation of the Agreement by Registered Customer that provides for cancellation.

OKLAHOMA

1. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.
2. Agreements cancelled by the Registered Customer within the first thirty (30) days under which no claim has been authorized or paid, are entitled to a full refund. If Registered Customer cancels the Agreement after thirty (30) days, or submitted a claim within the first thirty (30) days, the return premium shall be based on one hundred percent (100%) of the unearned pro rata premium minus ten percent (10%) or fifty (\$50.00) dollars, whichever is less, and less the amount of any claims paid under the Agreement. In the event the contract is canceled by Provider, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Safe-Guard Products International, LLC at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. Cancellation forms can be obtained from www.safe-guardproducts.com/forms. To check the status of Your cancellation, you may visit www.sgcancels.com.
3. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts.

STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

OREGON

1. All references to "Provider" are replaced with "Obligor."
2. The Cancellation section is amended by adding the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of the Agreement.
3. The Arbitration section is replaced in its entirety by: The Parties may agree that all individual, class action or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator/Obligor, Selling Dealer or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of your desire to submit your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The arbitrator's decision is non-binding unless the Parties agree otherwise. The parties will and share the cost of arbitration equally, unless the Arbitrator directs otherwise. Arbitrations will take place under the laws of the state of Oregon and will be held in the registered customer's county or any other county in Oregon agreed upon by both Parties.

PENNSYLVANIA

1. The Obligor of this contract is the Selling BMW Center listed on the front of the Agreement. This Agreement is between the Selling BMW Center and Registered Customer. Selling BMW Center has appointed Safe-Guard Products International, LLC ("Safe-Guard") as the authorized administrator of this Agreement. Safe-Guard neither assumes nor has any liability whatsoever for the obligations of this Agreement.

VERMONT

1. Residents of Vermont are not required to abide by the Arbitration section.