

TERMS & CONDITIONS — Ambrosia's Service Assurance Plan (ASAP)

1. AGREEMENT

This Service Assurance Plan Agreement ("Agreement") sets forth the terms under which Ambrosia's Automotive ("we," "us," or "our") provides you ("you" or "your") the prepaid routine, scheduled maintenance membership described below. Please read these Terms carefully. Certain limits and exclusions apply. This Agreement is made up of these Terms and the Enrollment Form you sign or electronically accept. We may modify these Terms with prior written notice as provided in Section 12. We may assign this Agreement as permitted by law.

2. HOW TO REQUEST SERVICE

By phone: Call or Text: 419-214-0244 · By email: service@ambrosiasautomotive.com · By website: ambrosiasautomotive.com · By mail: Ambrosia's Automotive, 3505 W. Alexis Rd., Toledo, OH 43623.

To use an included membership service, contact us to schedule at our shop. All included services must be performed by an Ambrosia's Automotive technician at our facility unless we agree otherwise in writing. We do not reimburse third-party work.

3. DEFINITIONS

Plan means Ambrosia's Service Assurance Plan (ASAP) membership selected on your Enrollment Form (VIP or Preferred).

Eligible Vehicle means a vehicle listed on your Enrollment Form that meets Section 7.

Effective Date means the date stated on your Enrollment Form, or if blank, the date we accept your enrollment and first payment.

Business Vehicle means an Eligible Vehicle titled or leased to a business entity and enrolled under a Business Vehicle Enrollment Form.

4. PLAN OVERVIEW — PREPAID SCHEDULED MAINTENANCE

ASAP is a prepaid routine, scheduled maintenance membership. It is not insurance, not a motor vehicle service contract for breakdown repair indemnity, and not a warranty of the vehicle's condition. Included services are limited to the items listed for your tier. Unused included services do not roll year to year.

Membership fee. You pay the monthly or annual fee stated on the Enrollment Form, plus any applicable Ohio sales tax as shown there. Prices stay as marketed unless we give notice under Section 12.

ASAP VIP (annual allotment from Effective Date):

- 4 semi-synthetic or conventional oil changes, or 2 full-synthetic oil changes
- Tire rotation with each included oil change
- 1 engine air filter and 1 cabin air filter
- 1 set of front wiper blades
- Up to 4 vehicle inspections

- 1 alignment
- No-charge fluid top-offs
- 20% off labor on qualifying repairs (labor-discount cap stated on Enrollment Form)
- Priority scheduling
- One Uber ride to work and back when you drop off for an included oil change (availability and geographic limits as we publish; not a tow benefit)

ASAP Preferred (annual allotment from Effective Date):

- 2 semi-synthetic or conventional oil changes, or 1 full-synthetic oil change
- Tire rotation with each included oil change
- 1 vehicle inspection
- No-charge fluid top-offs (same limits as VIP)
- 10% off labor on qualifying repairs (labor-discount cap stated on Enrollment Form)

Not included (either tier): warning-light / breakdown diagnostics as a membership benefit; tow or roadside reimbursement; repair of mechanical or electrical failure; rental cars; or any indemnity for parts failure. Diagnostics and repairs remain available at our ordinary shop rates (subject to any labor discount stated above).

5. COVERED BRANDS / MODEL YEARS

Most brands from model year 1997 to current are eligible, excluding Ferrari, Bugatti, Bentley, McLaren, and Lamborghini (other exceptions may apply per management). We may refuse enrollment after inspection.

6. SERVICES — SCOPE

The Plan covers only the prepaid scheduled maintenance items listed for your tier for the Eligible Vehicle on your Enrollment Form (the “Services”). Decisions about parts brand, fluids, and whether a listed service is due are made by us in our reasonable professional judgment. The Plan does not cover any service other than as specified. All Services must be performed by us at our facility.

7. ELIGIBILITY

Coverage is for owned or leased Eligible Vehicles brought to our shop. By enrolling, we make no warranty about the vehicle’s existing condition. We may deny enrollment or service if eligibility is not met.

Personal vehicles. Passenger vehicles used primarily for personal / household purposes and garaged within our ordinary service area.

Business Vehicles. A vehicle titled or leased to a business entity may be enrolled as a Business Vehicle if it is not: (i) used to transport passengers, goods, or deliveries for hire or compensation, including transportation-network or delivery-platform use; (ii) part of a rental, leasing-to-others, courtesy/loaner, or for-hire fleet; (iii) garaged or principally operated outside a 25-mile radius of 3505 W. Alexis Rd., Toledo, OH; or (iv) operated by any driver who is not an owner, employee, or authorized agent of the business named on the Enrollment Form. We may require documentation of business use and driver authorization.

Vehicles must be brought to our facility. We do not service vehicles on trailers or off-site except as we agree in writing.

8. COVERAGE PERIOD

Coverage begins on the Effective Date after we accept enrollment and receive applicable payment, unless your Enrollment Form states a different start. If we require an intake inspection before activating included services, we will say so on the Enrollment Form.

9. TERM, RENEWAL, AND CANCELLATION

Initial Term. Monthly or annual as selected on the Enrollment Form, measured from the Effective Date.

Auto-renewal (one rule). After the Initial Term, this Agreement renews for successive one-year periods at the then-current price and terms unless you give us written notice of non-renewal at least thirty (30) days before the anniversary date, sent to the address or email in Section 2.

Buyer's 30-Day Right to Cancel. You may cancel for any reason within thirty (30) days of the Effective Date by written notice to us. If you cancel within that period: (1) membership pricing already applied to work we completed stays (no clawback to retail); (2) unused included services end; (3) monthly drafts stop after we process notice; (4) annual prepaid fees are refunded pro rata for unused days after the cancel effective date, less any non-refundable processing fee listed on the Enrollment Form (if none is listed, full pro rata applies). After day 30, the term and auto-renewal rules apply.

Our termination. We may terminate immediately for non-payment, fraud, or material misrepresentation. We may terminate for other reasons with 14 days' written notice.

Off-premises enrollments. If you enroll away from our fixed business address (for example Jeep Fest, school tables, or similar events), the Enrollment Form packet will include any Ohio Home Solicitation Sales Act cancel notice/form then required. That statutory notice, when required, controls in addition to this Section.

10. PAYMENTS

You authorize recurring card or EFT drafts for the fee and applicable taxes stated on the Enrollment Form. Monthly drafts occur on your enrollment day each month; annual drafts on the anniversary. You will not receive a paper bill. If payment fails, coverage may be suspended and we may terminate. Except as stated in the 30-day cancel section, fees are non-refundable. Late balances may incur 1.5% per month on the past-due amount as allowed by law.

11. EXCLUSIONS

The Plan does not cover: abuse, neglect, racing, off-roading damage, accident, vandalism, theft, fire, flood, or other casualty; cosmetic damage; work by others; manufacturer recalls or TSBs we are not authorized to perform; vehicles outside eligibility; unsafe conditions that prevent service; or any repair of defect, wear, mechanical/electrical breakdown, or parts failure (those are ordinary shop repairs, not Plan Services).

12. CHANGES TO TERMS

We will give written notice of material adverse changes at least thirty (30) days before they take effect. You may terminate by written notice before the effective date of the change. Silence after that date is acceptance. Favorable changes or legally required changes may take effect on notice. If we discontinue the Plan, our obligation is limited to completing included Services already scheduled.

13. CHANGE OF ADDRESS / VEHICLE

Notify us within 14 days of a move or vehicle change. You remain responsible for the current term. You may transfer to another Eligible Vehicle we approve; we may require a new Enrollment Form.

14. WARRANTY AND LIABILITY

Problems cannot always be diagnosed or completed on the first visit. To the fullest extent permitted by law, we are not liable for indirect, incidental, special, or consequential damages arising from delay, misdiagnosis, or loss of use. Nothing in this Agreement limits any right, remedy, or measure of damages you cannot lawfully waive under the Ohio Consumer Sales Practices Act or other applicable law.

15. PERSONAL INFORMATION AND PHOTOGRAPHY

We collect and use personal information to administer the Plan and may share it with processors as needed for billing and service. Unless you opt out, we may tell you about other shop products and services.

Records photography (mandatory). You authorize us to photograph or record the vehicle (interior/exterior) and related work for liability, quality, and service-record purposes.

Marketing use (optional). Marketing use of your photo, name, or likeness requires a separate opt-in checkbox on the Enrollment Form. Plan acceptance alone is not marketing consent.

16. DISPUTE RESOLUTION

Before arbitration, you agree to send us a written description of the dispute and allow thirty (30) days to respond. The parties will try in good faith to resolve disputes informally.

Individual arbitration. Except where prohibited, and subject to the carve-out below, disputes arising out of this Agreement will be resolved by binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, in Lucas County, Ohio (or another Ohio venue AAA selects). Class, collective, and representative actions are waived to the fullest extent permitted by law. The arbitrator may not consolidate claims of others.

Consumer-rights carve-out. Nothing in this Section limits any right, remedy, or measure of damages a consumer cannot lawfully waive under the Ohio Consumer Sales Practices Act or other applicable law. The \$1,200 / no-attorney's-fees default below yields to that carve-out.

Default damages limit. Except as required by the carve-out or other non-waivable law, arbitral awards are limited to actual out-of-pocket costs up to \$1,200 per claim, and neither party is entitled to attorney's fees in arbitration except as non-waivable law requires.

Severability. If a court finds the damages limit or any other sentence in this Section unenforceable, that sentence is severed and the remainder of this Section (including individual arbitration and the class waiver) remains in force.

Governing law / venue. Ohio law governs, without conflict-of-law rules. Exclusive venue for any court proceeding permitted by this Agreement is the state or federal courts serving Lucas County, Ohio.

17. PERSONAL GUARANTEE (BUSINESS VEHICLE ACCOUNTS ONLY)

On a Business Vehicle Enrollment Form only, the signer represents authority to bind the named business and personally guarantees payment of Plan fees if the business does not pay. Consumer (non-business) Enrollment Forms do not include a personal guarantee; the individual customer is already the contracting party.

18. MISCELLANEOUS

This Agreement and the Enrollment Form are the entire agreement. No salesperson oral promise modifies it. We may assign; you may not assign without our written consent. Force majeure suspends performance while it prevents performance. Headings are for convenience only. If any provision is invalid, the rest remains effective.

Questions: 419-214-0244 or service@ambrosiasautomotive.com.

Ambrosia's Automotive · 3505 W. Alexis Rd., Toledo, OH 43623 · Phone 419-214-0244 · Fax 419-214-0247 · www.ambrosiasautomotive.com