

INTERSTATE NATIONAL DEALER SERVICES OF FLORIDA, INC.

Wrap Vehicle Service Contract Terms and Conditions

Definitions

- Administrator** refers to Interstate National Dealer Services of Florida, Inc.
- Contract** refers to this **Vehicle Service Contract** which **You** purchased from **Us** to protect **Your Vehicle**.
- Coverage** refers to the component protection **You** have chosen, as shown on the **Identification Card**.
- Deductible** refers to the **Deductible** type and amount **You** will need to pay, as shown on the **Identification Card**, for each covered **Failure** repair visit.
- Failure** refers to the **Failure** of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non-covered parts. In addition, a **Failure** will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular **Vehicle** at the mileage when the problem occurs.
- Identification Card** refers to the numbered card which becomes part of this **Contract**. It gives information about **You**, **Your Vehicle**, **Coverage** chosen and other significant data.
- We, Us, Our** refers to the entity who is obligated to perform under this **Contract**, as indicated on the **Identification Card**.
- You, Your** refers to the **Contract** holder named on the **Identification Card** or the person to whom this **Contract** was properly transferred.
- Vehicle** refers to the **Vehicle** which is described on the **Identification Card**, which cannot be used for rental, emergency or for-hire purposes.

Terms & Conditions

The following represents the **Coverage**, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Vehicle Service Contract**. If **You** do not receive **Your Identification Card** within 60 days, phone the customer service number listed on the last page. This document is an Application for the **Vehicle Service Contract** and does not constitute a **Contract** until accepted by **Administrator**.

- 1. CONTRACT PERIOD: Coverage** under this **Contract** begins immediately and will expire according to the time and/or mileage of the **Contract** selected, whichever occurs first, as shown on the **Identification Card**. A Wrap **Vehicle Contract** expiration is measured in time/mileage from the Original Factory Warranty In-Service Date and zero (0) miles.
- 2. FAILURE OF COVERED PARTS: We** will pay or reimburse **You** for reasonable costs to repair or replace any **Failure** of a part included in **Your Coverage**. **Replacement parts may be new, remanufactured or replacement parts of like kind and quality**. Sales tax will be authorized for covered **Failures** only when required by the applicable state where repair is taking place.
- 3. TERRITORY: This Contract** is limited to **Failures** which occur, and repairs that are made, within the United States of America and Canada.
- 4. LIMIT OF LIABILITY**
 - a) The Maximum limit of liability per loss shall be equal to the actual cash value of the **Vehicle** at the time of repair.
 - b) The Aggregate limit of liability for each Service **Contract** shall not exceed the purchase price of the **Vehicle**.
- 5. OUR RIGHT TO RECOVERY: If We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is necessary to enable **Us** to enforce these rights.
- 6. TRANSFER RIGHTS: This Contract** may be transferred subject to a transfer fee not to exceed \$40.00 by the original **Contract Holder** named on the Application Page herein to all subsequent retail buyers before the expiration date of the **Contract** (licensed dealers excluded) by submission of receipts evidencing completion of manufacturer's prescribed lubrication services and a copy of the sales tax receipt. **We** also need a letter from **You** which expresses **Your** intent to transfer and states the name and address of the new owner.
- 7. MAINTENANCE REQUIREMENTS: You** must maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. **Your** owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. **You** are required to follow the maintenance schedule that applies to **Your Vehicle's** conditions. **You** must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in **Your Vehicle**. It is necessary for **You** to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the **Administrator**.
- 8. DEDUCTIBLE: In the event of a Failure** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverage** listed in the Benefits section of this **Contract**. The **Deductible** type and amount **You** have to pay is shown on the **Identification Card**, for covered **Failures** on a per repair visit basis. Should a covered **Failure** require more than one visit to repair, only one **Deductible** will apply to that **Failure**. If no **Deductible** is checked on the **Administrator** copy of the application page the \$100 **Deductible** will apply.
- 9. MANUFACTURER'S WARRANTY DEDUCTIBLE: In the event of a Failure** of a part covered under a Manufacturer's Extended Powertrain Warranty, the **Administrator** will reimburse the **Contract Holder** for any required **Deductible** payment, up to \$100 per repair visit.
- 10. ARBITRATION: Any controversy or claim** arising out of or relating to this **Contract**, or the breach thereof, may be settled by non binding Arbitration. Either party may make a written request to the American Arbitration Association. If both parties agree to Arbitrate, the parties would then agree to abide by the rules and protocol established by the AAA.

Diamond Wrap Coverage

We will pay You, or reimburse You, for the reasonable cost to repair or replace any Failure of all parts of Your Vehicle, except for those items listed in the Exclusions section of this Contract.

The following emissions related components are covered: Air fuel ratio sensor; Anti-knock sensor; Fuel sensor; Idle air control valve; Intake air temperature sensor; Intake manifold; Manifold air pressure (MAP) sensor; Mass air flow sensor; Oxygen sensor; Powertrain control module (PCM); Exhaust manifold; and Throttle body assembly (MFI).

OPTIONAL

LUXURY ELECTRONICS (OPTIONAL - COVERAGE APPLIES ONLY IF INDICATED ON THE ADMINISTRATOR COPY OF THE APPLICATION PAGE AND YOUR IDENTIFICATION CARD:

- **GPS Navigation System:** Navigation display unit, navigation control module, navigation system wiring harness. The following parts are specifically excluded: antennae; cables and wiring.
- **Phone System:** Charger/cradle, microphone, speakers, phone. The following parts are specifically excluded: antennae; wiring & cables.
- **TV/Video Entertainment System:** LCD screen (10" or less), RF modulator, video cassette player with auxiliary inputs (No recording capability), digital video disc player, power converter. The following parts are specifically excluded: remote control; cables and wiring; headphones.
- **Internet Access Systems:** Power converter, satellite receiver, satellite dish or wireless receiver (where available). The following parts are specifically excluded: wiring & cables.

Benefits

Deductible Does Not Apply

CAR RENTAL: We will, in the event of a Failure covered by this Contract, pay or reimburse You for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while Your Vehicle is undergoing repair. Such payment shall be limited to thirty dollars (\$30) for each eight (8) labor hours, or portion thereof, of applicable labor time necessary to complete the repair, up to a maximum of one hundred fifty dollars (\$150) per occurrence. This Coverage does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of five (5) days of parts delay Coverage will be afforded provided additional authorization is obtained from Administrator (except where prohibited by law).

TRAVEL EXPENSES: We will in the event a Failure covered by this Contract occurs more than one hundred (100) miles from Your home, reimburse You up to seventy-five dollars (\$75) per day for up to five (5) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of Failure will be considered the first day of the five (5) day maximum period.

EMERGENCY ROADSIDE ASSISTANCE:

For Emergency Roadside Assistance up to \$50 per occurrence,
call toll-free 1-877-398-3637 for Interstate Roadside Assistance.

- **Towing Assistance** - When towing is necessary, Vehicle is towed to the nearest authorized service facility.
- **Battery Boost** - If battery Failure occurs, a jump-start will be applied to start the covered Vehicle.
- **Fiat Tire Assistance** - Service consists of removal of the flat tire and its replacement with the spare tire. If the disabled Vehicle has no inflated spare or if it has two (2) or more flat tires, it will be towed to the nearest service facility.
- **Gasoline, Oil, Fluid & Water Delivery Service** - An emergency supply of gasoline, oil, fluid and water will be delivered if You are in immediate need. You must pay for the gasoline or other fluid when it is delivered.
- **Lock-Out Assistance** - If Your keys are locked inside of Your Vehicle, We will provide assistance in gaining entry to Your Vehicle.

NON-COVERED ITEMS:

1. Cost of parts, replacement keys, fluids, lubricants or cost of gasoline, cost of installation of products, material, and additional labor relating to towing. Any service covered under valid manufacturer's warranty.
2. Non-emergency mounting or removing of any tires, snow tires, or chains. Tire Repair. Motorcycles, trucks over one-ton capacity, taxicabs or other commercial delivery vehicles. Camping trailers, travel trailers, or any vehicles in tow. Any and all taxes, or fines. Damage or disablement due to collision, fire, or vandalism.
3. Towing from or repair work performed at a service station, garage or repair shop. Service on a Vehicle that is not in a safe condition to be towed. Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider, except as noted below; Vehicle storage charges; a second tow. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
4. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle(s) in the commission of a felony.
5. Repeated service calls for a covered Vehicle in need of routine maintenance or repair. Only one disablement for the same cause during any seven-day period will be accepted. Reimbursement for services secured through any other source.

All Roadside Assistance services are provided by **Road America Motor Club**, administrative offices located at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126.

What to do in the Event of a Failure

1. Prevent Further Damage - You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Contract will not cover damage caused by not securing a timely repair of the failed component.
2. If Your Vehicle breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take Your Vehicle to the licensed repair facility of Your choice (You may contact Administrator for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from Administrator prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the Failure is not covered by this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed. We reserve the right to move Your covered Vehicle to another repair facility.
5. After Administrator has been contacted, review with the repair facility components that will be covered by this Contract.

6. We will reimburse the repair facility or **You** for the cost of authorized repairs performed on **Your Vehicle**, less any applicable **Deductible**. All repair orders and necessary documentation must be submitted to **Us** within thirty (30) days by **You** or repair facility to qualify for payment.

Repair Facility Guidelines for Claims Handling

Follow these steps when handling a claim:

1. Advise **Contract** holder that evaluation of a **Failure** does not mean that the repair is covered under this **Contract**. All covered repairs must receive prior authorization from **Administrator**.
2. Have **Contract** holder authorize inspection/tear down of the **Vehicle** to determine **Failure's** cause and cost to repair. Save all components, including fluids and filters, should **Administrator** require outside inspection. Notify **Contract** Holder that cost of tear down will not be paid if it is determined that the **Failure** is not covered under this **Contract**.
3. Determine the cause of **Failure**, correction required and cost of the repair(s).
4. Contact **Administrator's** Claims Department at **800-526-0929** to get authorization to proceed with the claim. Be prepared with the following information when placing the call:
 - a. Customer's Name and **Contract** Number.
 - b. Cause of **Failure** and recommended correction.
 - c. Cost of repair(s).
5. A Claims Advisor will verify **Coverage** and do one of the following:
 - a. Approve Claim - If approved, **You** will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
 - b. Require Additional Evaluation, Inspection or Tear Down - **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determine cause of **Failure**, **Contract** holder must authorize same. Notify **Contract** holder that if the repair is not covered, then **Contract** holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
 - c. Deny the claim and provide the reason for the denial.
6. Review **Administrator's** findings with **Contract** holder as well as what will be covered by **Contract** and what portion of the repair(s), if any, will not be covered.
7. Obtain **Contract** holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
8. Submit the repair order(s) that must include the **Contract** number, authorization number and authorized amount to **Administrator** within thirty (30) days to the following address:

Interstate National Dealer Services of Florida, Inc.
333 Earle Ovington Boulevard, P.O. Box 9340, Uniondale, NY 11553-9340
800-526-0929, Claims Fax - 516-745-1986
www.indcs.com
e-mail: claims@indcs.com

Cancellation of Vehicle Service Contract

BY CONTRACT HOLDER

Pursuant to section 634.121(5), Florida Statutes, the Contract Holder named herein may cancel this Contract at any time during the first sixty (60) days from the inception date by surrendering the Contract to the issuing dealer or directly to us. The full amount of the premium will be refunded to you less any claims paid and less an administrative fee equal to five percent (5%) of the total premium of the Contract. If you cancel the Contract after the sixty (60) day period, you will receive a refund of ninety (90%) percent of the pro rata unearned premium based upon the lesser of the unused mileage or unused days of coverage remaining. All refunds will be made payable to you or to the lienholder where applicable. In the case of repossession, a cancellation request received from the lienholder of record will be processed with the refund going to the lienholder.

BY INTERSTATE NATIONAL DEALER SERVICES OF FLORIDA, INC.

We may cancel the Contract only for the following: (1) If the odometer is inoperative for any reason; (2) for misrepresentation, fraudulent acts, intentional torts, or violation of any terms or conditions of this Contract; (3) if the Contract holder has failed to maintain the motor vehicle as prescribed by the manufacturer or (4) non-payment of premium. If we cancel as set forth above, notice will be mailed to you at the address shown in the declarations ten (10) days prior to the effective date of cancellation. Refund of the unused coverage will be the lesser of the unused days or the unused mileage of coverage remaining. Refund will be made payable to you or the lienholder where applicable. Refund will equal one hundred (100%) of the paid unearned pro rata premium.

EXCLUSIONS

This Vehicle Service Contract Provides NO Coverage or Benefits for the following:

- A. ANY POWERTRAIN RELATED FAILURE. ALL COMPONENTS ORIGINALLY COVERED BY MANUFACTURER'S POWERTRAIN. COVERAGE AS INDICATED IN APPLICABLE MANUFACTURER'S WARRANTY BOOKLET. IN ADDITION – NO FAILURE TO A COVERED COMPONENT WILL BE COVERED IF FAILURE IS A RESULT OF CONSEQUENTIAL DAMAGE CAUSED BY A POWERTRAIN FAILURE.
- B. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS UNLESS LUXURY ELECTRONICS OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- C. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- D. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- E. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.

- F. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- G. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- H. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- I. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- J. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGE HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.
- K. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- L. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.
- M. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- N. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- O. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- P. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

INTERSTATE NATIONAL DEALER SERVICES OF FLORIDA, INC.

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www.inds.com

FLORIDA LICENSE NO. 60088

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