



# OIL CHANGE & TIRE ROTATION PLAN

TERMS & CONDITIONS

This Plan agreement between Nissan Canada Extended Services Inc. ("NCESI") and you, the customer, will become valid upon delivery of your Infiniti vehicle to you. Plan agreements are administered by NCESI. Infiniti Dealers are responsible for the collection and remission of appropriate taxes to Government agencies. Plan Agreements contain further terms, conditions and limitations. Please read them carefully upon receipt. Capitalized terms shall have the respective meanings attributed thereto in the definition section of this Agreement.

I understand that by providing my personal information to NCESI, I consent to its collection, use and disclosure for the purposes of establishing me as a customer; providing the Plan services; providing me with marketing information; and as otherwise required by law. I understand that the Plan services will be administered by NCESI and I consent to the sharing of my personal information among NCESI and Nissan Canada Inc. ("Infiniti") as well as Infiniti Dealers for the purposes set out above. I understand that I can opt out of receiving marketing information at any time by contacting NCESI. I acknowledge that I may access and or amend personal information collected about me upon request. For further information about NCESI and its privacy practices please visit [www.infiniti.ca](http://www.infiniti.ca) or call 1-800-387-0122.

**IN CONSIDERATION of the purchase of an Infiniti vehicle and subject to the following terms, conditions and limitations, the Plan Holder and NissanCanada Extended Services Inc. ("NCESI") agree as follows:**

## I. DEFINITIONS

In this Agreement, the following words and terms shall have the meanings given below:

**Agreement** - these terms and conditions.

**Agreement Expiration Date** - four (4) years from the Manufacturer's In Service Date.

**Agreement Expiration Kilometers** - eighty thousand (80,000) kilometers on the Infiniti vehicle odometer.

**Agreement Purchase Date** - the date on which this Agreement coverage and/or benefits begin, being the Manufacturer's In Service Date.

**Dealer, Infiniti Dealer** - an authorized Infiniti new motor vehicle dealership in Canada or the continental United States.

**Manufacturer's In Service Date** - the date the Vehicle was registered by the original selling Dealer as the date of sale of the Vehicle, or first put into service whichever is earlier, as indicated in the Vehicle bill of sale.

**Infiniti** - means Nissan Canada Inc., which distributes Infiniti vehicles in Canada, and its captive finance arm.

**Owner's Manual** - means the Infiniti Owner's Manual and Maintenance Information book that is supplied with each new vehicle model and available online at [www.infiniti.ca](http://www.infiniti.ca).

**Plan** - refers to this oil change and tire rotation plan.

**Plan Holder, you, your** - the individual listed on the vehicle bill of sale as the Owner/Lessee, who is entitled to the benefits of this Agreement.

**Services** - refers to the covered services, replacements and inspections described in Article III - Obligations of this Agreement which apply to your Plan.

**Us, we, ours and NCESI** - refer to Nissan Canada Extended Services Inc. NCESI is the obligor under the Agreement and administrator of the Plan.

**Vehicle** - the Infiniti motor vehicle purchased pursuant to the Vehicle bill of sale.

**THIS AGREEMENT IS NOT A WARRANTY, AN EXTENSION OF A NEW VEHICLE WARRANTY, OR AN IMPLIED OR GENERAL WARRANTY. THIS AGREEMENT IS A "SERVICE CONTRACT" AND IS A SEPARATE PRODUCT APART FROM THE VEHICLE ITSELF. BY ENTERING INTO THIS AGREEMENT, YOU DO NOT WAIVE ANY APPLICABLE VEHICLE WARRANTIES.**

Be sure to read this Agreement carefully so that you understand the difference in coverage between your Warranties (as set forth in your Owner's Manual) and this Agreement. The seller of this Agreement is Nissan Canada Extended Services Inc. located at 5290 Orbitor Drive, Mississauga, Ontario L4W 4Z5.

## II. YOUR PLAN AGREEMENT TERM

This Agreement shall commence on the Agreement Purchase Date (as set forth on the Application) and will expire the earlier of: (i) the Agreement Expiration Date; or (ii) Your Vehicle reaches the Agreement Expiration Kilometers. It is understood that we will only pay for those Services outlined under the heading "This Plan Covers" in Section 3 of Article III of this Agreement, which apply to your Plan.

## III. OBLIGATIONS

### 1. HOW THIS PLAN PROTECTS YOU

In return for your purchase of the Vehicle, we will arrange for a participating Infiniti Dealer to perform the Service(s), described in Section 3 - This Plan Covers below.

### 2. GEOGRAPHICAL LIMITS

We shall only be required to pay for Services performed in Canada and the continental United States of America. This Agreement is valid only while the Plan Holder remains a permanent resident of Canada and the Vehicle is registered in Canada.

### 3. THIS PLAN COVERS

#### Oil Change & Tire Rotation Plan

This Plan covers:

- Oil Change and Tire Rotation - Engine oil change, oil filter change and tire rotation in accordance with the standard maintenance schedule specified in the Owner's Manual.
- Seasonal Tire Changeover - Seasonal tire changeover from all season/summer tires to winter tires and vice versa; provided that both sets of tires are mounted on separate wheels. This Plan does not cover mounting and balancing tires or programming tire pressure monitoring system (TPMS).

It is important to recognize that during your scheduled service under this Agreement, our Dealers may recommend additional maintenance items not covered under this Plan. You are responsible for all costs associated with any additional maintenance or inspections provided by the Dealer. These items could include, but are not limited to: Brakes, Brake Service, Tires, Wheels, Lights and Bulbs, Transmission Fluid, Differential Fluid, cabin filters and Engine Coolant. This plan only covers the oil change and Tire Rotation as stated.

### 4. IF YOU NEED ASSISTANCE LOCATING AN INFINITI DEALER

The Services, including inspection and/or replacement of parts must be performed by your selling Infiniti Dealer or by a participating Infiniti Dealer, or as otherwise expressly approved by Infiniti in writing. Should you require assistance in locating the nearest Infiniti Dealer, call the Infiniti Information Centre at 1-800-363-4520. This Agreement is valid in Canada and the continental United States. This Agreement will terminate automatically (without notice) if the Vehicle ceases to be registered in Canada or you cease to be a permanent resident in Canada. All dollar amounts are in Canadian dollars. We will pay for only the Services specifically covered by this Agreement.

## IV. GENERAL PROVISIONS

### 1. TRAVELLING OUTSIDE OF CANADA

If you require Services under this Agreement while travelling in the continental United States of America you have two options:

#### Option 1

Simply visit a Dealer convenient to where you are, show them this Agreement and indicate you would like a maintenance service covered by this Agreement.

#### Option 2

You may opt to pay for the covered service expenses while in the Continental United States. If so, we will reimburse you for the covered service expenses upon submission to us of the original invoice within thirty (30) days of service. Please forward all information to [ncesi.claimsreimbursement@nissancanada.com](mailto:ncesi.claimsreimbursement@nissancanada.com) including the following:

VIN or Agreement Number, Summary of Repairs, Payment Currency (USD or CAD), Name and Current Mailing address. Please allow 45 days for processing on eligible repairs. Delays in processing time may occur when incomplete information/supporting documentation has been provided. We reserve the right to decline any claim submitted for payment later than thirty (30) days from the date the service was performed or any claim deemed to be unreasonable or not in conformity with the terms and condition of this Agreement.

### 2. CLAIM MUST CONFORM TO PLAN

We reserve the right to decline any claim that is not covered (as set forth in Article V - What is Not Covered) or otherwise not in conformity with the terms and conditions of this

**3. VEHICLE ELIGIBILITY**

Eligible vehicles listed in the product summary, that are distributed by Infiniti and registered in Canada are eligible for the Oil Change and Tire Rotation Plan. In order to qualify for any Plan, the Vehicle must not have been declared a total loss or deemed to be written off or sold for salvage purposes due to theft or accidents.

**4. TYPE OF OIL COVERED**

The type of oil covered by this Agreement is Infiniti Genuine Synthetic Oil (bulk).

**V. WHAT IS NOT COVERED**

Any items not listed in Article III - Obligations for your type of Plan and Vehicle are not covered under this Agreement. Any other type of oil other than what is indicated in General Provisions is not covered by this Agreement. Maintenance otherwise covered by this Agreement which is required as a result of operating the Vehicle in severe usage conditions (such as pulling a trailer or other vehicle that exceeds Infiniti's recommendation or exceeding the maximum Gross Vehicle Weight (GVW) of the vehicle) is not covered by this Agreement. (Refer to Owner's Manual for details).

We shall not have liability under this Agreement to perform services or give compensation in any form:

1. where service is performed at an unauthorized dealer or service centre, without obtaining our express written authorization prior to servicing;
2. where the cost of the services is the responsibility of any other person or corporation, or covered by the New Vehicle Limited Warranty or an insurance policy;
3. for labour charges which are in excess of the Infiniti Dealer's normal flat rate repair charges;
4. where the odometer is not functioning or has been tampered with;
5. where the Vehicle has been or is used for towing in a manner and/or with towing equipment not approved by Infiniti;
6. for consequential or economic damages including, but not limited to, loss of use, alternate transportation, Vehicle damage, property damage, injury or death, storage charges, and consequential damages to non-covered components resulting from a covered component;
7. where the Vehicle has been or is declared a total loss, "write off", "scrapped", "junked" or "totaled" or sold as salvage for parts by its owner or its insurer.

**VI. PLAN HOLDER'S RESPONSIBILITY**

The Plan Holder's responsibility is to:

1. Properly operate, care for and maintain the Vehicle as prescribed in the Owner's Manual.
2. Bring the Vehicle to a Infiniti Dealer for all repairs and maintenance requirements.
3. Upon completion of the Service(s), pay for any non-covered repairs or services;
4. Notify Your Infiniti Dealer or the Infiniti Information Centre, 1-800-363-4520, of any license plate or address change.

**VII. TRANSFER**

This Agreement may be transferred to subsequent owners of the Vehicle, without cost, provided that (i) the Plan Holder has met or exceeded Infiniti's recommended maintenance procedures for the Vehicle as set forth in the Owner's Manual, (ii) the Vehicle is still eligible for coverage as set forth in this Agreement, and (iii) the Vehicle has not have been modified in any way. If any of the above conditions are not met, the Agreement is not transferable. This Agreement will not be in effect while the Vehicle is being held by a Dealer for re-sale.

**VIII. CANCELLATION**

**Automatic Termination of this Agreement**

This Agreement will automatically terminate if the Vehicle:

- a) is damaged to the extent that it is a total loss or deemed total loss by an insurance company;
- b) has been stolen or repossessed by a person or corporation who financed the Vehicle; or
- c) ceases to be registered in Canada or the Plan Holder relocates outside Canada.

Where required by law, if this Agreement is automatically terminated for any of the above noted reasons the original Plan Holder may apply for a partial refund of the amount allocated to the Plan. To apply, the Plan Holder must forward the following documentation to the selling Infiniti Dealer:

- a completed Plan Agreement Cancellation Form, along with the required attachments;
- a valid proof of loss from an insurance company if the Vehicle is a total loss or has been stolen; and
- the original copy of this Agreement.

Subject to applicable law, only the original Plan Holder is entitled to the refund. A pro-rated refund of the Plan Retail Price of this Agreement (as calculated below), less a \$50.00 administration fee will be paid; provided that no benefits have been received by the Plan Holder. If any benefits have been received, we may deduct the cost of any such services or benefits, at our sole discretion. Refunds, whether full or pro-rated, are based on the amount allocated to the Plan less a \$50.00 administration fee.

If a lien exists against the Vehicle and a discharge is not provided, any refund amount will be paid jointly to the Plan Holder and the lien holder. If the lien holder is Infiniti, any refund amount will be applied by Infiniti to indebtedness and the balance, if any, paid to the Plan Holder.

**Cancellation by us - No Refund**

This Agreement may be cancelled at our sole discretion without refund if:

- a) the Vehicle odometer has been tampered with or the Vehicle's mileage cannot be ascertained;
- b) The Plan Holder has not followed the recommended maintenance schedule of the Vehicle;
- c) The Vehicle has been used in a manner not covered by this Agreement or inconsistent with the Owner's Manual; or
- d) The Vehicle is excluded due to usage, as outlined in Section 3 - Vehicle Eligibility Section of Article IV - General Provisions of this Agreement.

**IX. LIMITATION OF LIABILITY**

The performance of work for Services as stated under this Agreement is the only remedy available under this Agreement. Neither NCESI, its affiliates, the Dealers nor any of their respective officers, directors, employees, representatives or agents will have any liability to you or any other person for incidental or consequential loss or damage under the Agreement including, but not limited to, liability for injury, loss of life, property damage, loss of use of the Vehicle, loss of time, inconvenience or commercial loss. Any and all such liability is expressly excluded. You agree and understand that our liability under this Agreement or for any of the Services shall not exceed the retail value of the required Service. Our maximum liability for the entire Agreement term shall not exceed the aggregate retail value of all the Services that occur during the Agreement term. Subject to applicable law, there are no representations, warranties, or conditions whatsoever, whether express or implied, with respect to the Agreement or the Services, other than those expressly contained herein.

**X. GENERAL**

This Agreement sets out the entire contract between the Plan Holder and NCESI. No waiver shall bind NCESI unless provided by NCESI in writing. Headings in this Agreement are inserted for convenience only. Headings do not affect the meaning or interpretation of this Agreement. If a provision of this Agreement is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. This Agreement is governed by and construed under the laws of the Province stated in Plan Holder's address on the Vehicle bill of sale. The Plan Holder and NCESI have expressly requested that this Agreement and all related documents be drawn up in the English language. Le titulaire du plan et NCESI ont explicitement requis que la présente convention soit rédigée en langue anglaise.

**XI. PRIVACY STATEMENT**

I understand that by providing my personal information to NCESI, I consent to its collection, use and disclosure for the purposes of establishing me as a Plan Holder, providing the Plan services, providing me with marketing information, and as otherwise required by law. I understand that the Plan services will be administered by NCESI and I consent to the sharing of my personal information among NCESI and Nissan Canada Inc. as well as Infiniti Dealers for the purposes set out above. I understand that I can opt-out of receiving marketing information at any time by contacting NCESI. For further information about Nissan's privacy policy, please visit www.nissan.ca or call 1-800-387-0122.

Date: \_\_/\_\_/\_\_\_ Dealership signature  X

Date: \_\_/\_\_/\_\_\_ Customer signature  X



I N F I N I T I

OIL CHANGE & TIRE ROTATION PLAN  
PRODUCT SUMMARY

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Model 22MY or Newer	# of Oil Changes	# of Tire Rotations
QX60	4	8
QX80	4	8

QX60 and QX80 2022MY and newer INFINITI vehicles retailed on or after May 3<sup>rd</sup>, 2022 that are distributed by INFINITI and registered in Canada are eligible for the Oil Change and Tire Rotation Plan.