CC40 AUTOMATIC TESTING SERVICE AGREEMENT

This CC40 Automatic Testing Service Agreement (“Agreement”) is between **A Plus Clean Truck Check LLC**, doing business as **A+ Plus Clean Truck Check**, and the Customer identified below.

CUSTOMER INFORMATION

Customer or Company Name:

Authorized Contact Name:

Mailing Address:

City, State and ZIP Code:

Phone Number:

Email Address:

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1. VEHICLE REGISTRATION

The Customer must provide A+ Plus Clean Truck Check with a clear and current copy or photograph of the vehicle registration for each vehicle enrolled in the CC40 service.

The registration must clearly show:

- Registered owner or company name.
- Vehicle identification number (VIN).
- License plate number.
- Vehicle year, make, and model.
- Registration expiration date or DMV registration month.

A+ Plus Clean Truck Check may rely on the information shown on the registration when programming and assigning the CC40.

The Customer confirms that all information provided is current, complete, and accurate.

The Customer must promptly notify A+ Plus Clean Truck Check of any change involving the vehicle’s ownership, registration, VIN, license plate, engine, or operating status.

2. CC40 SERVICE

A+ Plus Clean Truck Check will provide and program one CC40 automatic testing device for the vehicle identified on the registration provided by the Customer.

The CC40 is designed to:

- Connect to the vehicle's diagnostic system.
- Perform eligible Clean Truck Check testing.
- Transmit testing information for submission to CARB.
- Attempt additional testing when the vehicle becomes ready after repairs or an unsuccessful test.
- Reduce the need to schedule a mobile tester for each required testing period.

The CC40 does not repair the vehicle, turn off warning lights, erase trouble codes, complete readiness monitors, or guarantee a passing result.

3. TERM AND PRICE

The service term is **12 months** beginning on the date the CC40 is activated.

ANNUAL PRICE: $259.99 PER VEHICLE

The annual price includes:

- Use of one CC40 device.
- The required vehicle cable.
- Cellular service for the device.
- Programming for the assigned vehicle.
- Unlimited eligible CC40 testing attempts during the active service term.
- Technical support related to the CC40 device and supplied cable.

The annual price does not include CARB fees, government fees, registration fees, vehicle repairs, maintenance, penalties, citations, towing, or other vehicle-related expenses.

Price lock. The annual price in this Agreement stays the same for this vehicle at each renewal, as long as service for the vehicle continues without a gap. If service is canceled or lapses, re-enrolling the vehicle is at the price in effect at that time.

The Customer must return the signed Agreement together with a clear copy or photograph of the vehicle registration.

After the signed Agreement and registration are received and confirmed, A+ Plus Clean Truck Check will send the Customer an invoice.

Payment must be completed before the CC40 is programmed or shipped.

4. RENEWAL

This Agreement does not automatically renew unless the Customer separately authorizes automatic renewal in writing.

A+ Plus Clean Truck Check may send the Customer a renewal invoice before the service term ends.

If the Customer does not renew, the CC40 device and supplied cable must be returned as required by this Agreement.

5. DEVICE OWNERSHIP

The CC40 device and supplied cable remain the property of A Plus Clean Truck Check LLC.

The annual payment is for use of the equipment and related service. Payment does not transfer ownership of the CC40 or cable to the Customer.

The Customer may not sell, rent, lend, transfer, open, modify, reprogram, tamper with, or use the CC40 on another vehicle without written approval from A+ Plus Clean Truck Check.

6. INSTALLATION AND USE

A+ Plus Clean Truck Check ships the CC40 to the Customer but does not perform installation.

The Customer is responsible for:

- Connecting the device to the correct vehicle diagnostic port.
- Following all installation and operating instructions.
- Keeping the device connected and powered as instructed.
- Protecting the device and cable from water, excessive heat, impact, theft, tampering, misuse, and physical damage.
- Promptly reporting any device or cable problem.
- Using the device only on the assigned vehicle.

The CC40 may not be moved to another vehicle without written approval and reprogramming by A+ Plus Clean Truck Check.

7. VEHICLE MAINTENANCE AND CHECK-ENGINE LIGHT

The Customer is responsible for properly servicing, maintaining, and repairing the vehicle so that it remains ready for Clean Truck Check testing.

The vehicle’s check-engine light, also known as the malfunction indicator light or MIL, must remain off.

IF THE CHECK-ENGINE LIGHT IS ON DURING TESTING, THE VEHICLE WILL FAIL THE TEST.

The CC40 cannot turn off the check-engine light, erase trouble codes, repair the vehicle, or make an unready vehicle pass.

The Customer is responsible for:

- Keeping the vehicle properly serviced and maintained.
- Repairing any condition that causes the check-engine light to turn on.
- Repairing emissions-system problems.
- Ensuring that the vehicle’s readiness monitors are complete.
- Driving the vehicle as needed after repairs so the readiness monitors can complete.
- Confirming that the check-engine light remains off before the testing deadline.

Clearing trouble codes or disconnecting the battery may reset the readiness monitors and require additional driving before the vehicle becomes ready to test.

A+ Plus Clean Truck Check is not responsible for a failed, incomplete, invalid, or not-ready result caused by the condition of the vehicle, poor maintenance, warning lights, trouble codes, incomplete readiness monitors, or emissions-system problems.

8. DEVICE AND CABLE COVERAGE

A+ Plus Clean Truck Check will repair or replace the CC40 device or supplied cable at no charge if it fails because of an internal malfunction, manufacturing defect, or normal equipment failure during the active service term.

This coverage does not apply to damage or loss caused by:

- Misuse or negligence.
- Improper installation.
- Accident or collision.
- Water, fire, flooding, or excessive heat.
- Physical damage.
- Bent, crushed, cut, pulled, burned, or broken cables, pins, plugs, or connectors.
- Unauthorized opening, modification, repair, or tampering.
- Theft or loss.
- Use on another vehicle.
- Problems with the vehicle's diagnostic port, wiring, battery, charging system, or electrical system.

A+ Plus Clean Truck Check may require the defective device or cable to be returned.

The replacement charge for a lost, stolen, unreturned, or customer-damaged CC40 device is **$199**, plus applicable shipping charges.

A lost, stolen, unreturned, or customer-damaged cable will be charged at its replacement cost, plus applicable shipping charges.

9. CUSTOMER COMPLIANCE RESPONSIBILITIES

The Customer and registered vehicle owner remain responsible for the vehicle's Clean Truck Check compliance.

The Customer is responsible for:

- Maintaining an accurate CARB CTC-VIS account.
- Paying all required CARB and government fees.
- Monitoring testing deadlines and results.
- Properly servicing, maintaining, and repairing the vehicle.
- Keeping the check-engine light off.
- Ensuring that readiness monitors are complete.
- Confirming the final testing result in the Customer's CARB portal.
- Completing any additional testing required by CARB.
- Responding to notices from CARB, DMV, or another government agency.

10. TESTING RESULTS

Testing results depend on the vehicle's condition and the determination made through the CARB Clean Truck Check system.

A+ Plus Clean Truck Check does not control:

- CARB's website or database.
- CARB processing times.
- CARB testing or compliance determinations.
- Government regulations or deadlines.
- DMV registration holds.
- Government enforcement actions.
- Cellular-service interruptions.
- Vehicle communication problems.
- Trouble codes, warning lights, or readiness-monitor problems.

A result marked failed, not ready, incomplete, invalid, rejected, or otherwise unsuccessful does not count as a passing test.

The Customer must independently confirm the final result through the Customer's CARB portal.

11. NO GUARANTEE OF PASSING OR COMPLIANCE

A+ Plus Clean Truck Check does not guarantee:

- That the vehicle will pass.
- That the check-engine light will remain off.
- That readiness monitors will complete.
- That the vehicle will communicate properly with the device.
- That CARB will accept a particular testing attempt.
- That a result will process before a specific deadline.
- That the Customer will avoid penalties, citations, fines, downtime, or DMV registration holds.

A+ Plus Clean Truck Check provides the testing device and service. The Customer remains responsible for the vehicle's condition, maintenance, repairs, and compliance readiness.

The Customer is responsible for arranging another testing method, including a manual or mobile test, when necessary to meet a deadline.

12. REFUNDS AND EARLY CANCELLATION

Payments are nonrefundable after the CC40 has been programmed or shipped.

The Customer may cancel before programming begins and receive a refund of amounts paid, minus any nonrefundable payment-processing charges.

Ending service early does not eliminate charges already owed under this Agreement.

13. RETURN OF EQUIPMENT

The Customer must return the CC40 device and supplied cable within 15 calendar days after:

- The service term expires without renewal.
- This Agreement is terminated.
- The vehicle is sold or permanently removed from service.
- A replacement device or cable is issued.
- A+ Plus Clean Truck Check requests the equipment because of nonpayment, misuse, or violation of this Agreement.

The equipment must be returned in reasonable condition, ordinary wear excepted.

The Customer is responsible for the applicable replacement charges if the device or cable is not returned or is returned damaged because of an excluded cause.

14. LIMITATION OF LIABILITY

To the fullest extent allowed by law, A Plus Clean Truck Check LLC will not be responsible for:

- Lost profits or lost business.
- Vehicle downtime.
- Towing charges.
- Repair or maintenance costs.
- Missed work, deliveries, or appointments.
- Penalties, citations, or fines.
- DMV registration holds.
- Failed, incomplete, invalid, or not-ready results caused by the vehicle.
- Indirect, incidental, special, or consequential damages.

The total liability of A Plus Clean Truck Check LLC under this Agreement will not exceed the amount paid by the Customer during the current service term.

This limitation does not apply where prohibited by law.

15. SUSPENSION OR TERMINATION

A+ Plus Clean Truck Check may suspend or terminate service if the Customer:

- Fails to make a required payment.
- Provides false or inaccurate information.
- Misuses, damages, transfers, or tampers with the equipment.
- Uses the device on another vehicle.
- Refuses to return the device or cable.
- Materially violates this Agreement.

Termination does not eliminate unpaid charges, replacement charges, or the Customer’s responsibility to return the equipment.

16. CHANGES TO THE PROGRAM

CARB rules, testing frequency, fees, deadlines, procedures, and technical requirements may change.

A+ Plus Clean Truck Check may make reasonable service changes when necessary because of CARB requirements, government rules, cellular-network changes, or equipment limitations.

Renewal pricing is set by the price lock in Section 3. Any other material change will be disclosed before renewal.

17. GOVERNING LAW AND DISPUTES

This Agreement is governed by California law.

Before filing a lawsuit, both parties agree to first attempt in good faith to resolve the dispute directly.

Any legal action must be filed in a court with proper jurisdiction in the California county where A Plus Clean Truck Check LLC maintains its principal place of business, unless applicable law requires otherwise.

18. ENTIRE AGREEMENT AND ACCEPTANCE

This Agreement contains the complete agreement between the Customer and A Plus Clean Truck Check LLC regarding the CC40 device and service.

Any change to this Agreement must be made in writing.

If any part of this Agreement is found invalid or unenforceable, the remaining terms will remain in effect.

Electronic, scanned, photographed, and copied signatures will be treated as original signatures.

This Agreement becomes binding and enforceable immediately when signed by the Customer.

A separate signature from A Plus Clean Truck Check LLC is not required.

CUSTOMER ACCEPTANCE

By signing below, the Customer confirms that:

- The Customer has read and understands this Agreement.
- The Customer is authorized to sign for the vehicle owner or company.
- A clear and current vehicle registration is being provided.
- The vehicle and contact information provided are accurate.
- The Customer agrees to the 12-month service term and annual price of $259.99 per vehicle.
- The Customer understands that the vehicle owner remains responsible for CARB compliance.
- The Customer understands that the vehicle must be properly serviced and maintained.
- The Customer understands that the check-engine light must remain off.
- The Customer understands that an illuminated check-engine light during testing will result in a failed test.
- The Customer agrees to all payment, equipment-use, return, replacement, maintenance, and compliance terms in this Agreement.
- The Customer understands that this Agreement becomes binding immediately upon the Customer's signature.

Customer or Company Name:

Authorized Signer's Full Name:

Signature:

Date Signed:
