

## SurfaceCARE® LIMITED Warranty

This Limited Warranty is between the Customer (hereinafter referred to as "You" or "Your") and Ford Motor Service Company (hereinafter referred to as "FMSC", "We", "Us" or "Our") for Your Vehicle. You may contact Us at: **Ford Motor Service Company**, P.O. Box 6045, Dearborn, Michigan 48121. Toll-free number: 1-800-521-4144.

### I. **DEFINITIONS:**

a) **Commercial Vehicle** is any automobile that:

1. is used primarily for business purposes, or for government purposes, including by an individual or multiple drivers of any government agency or municipality;
2. is used in a farm, delivery, or construction business; or
3. is designated by the Dealer as a vehicle for "commercial use" when the sale is reported to the vehicle's manufacturer as a commercial unit.

b) **Dealer** means the car dealership that is listed on this Warranty's registration page.

c) **Term** means the period that this Warranty shall be in effect, which commences on the date You purchased the Vehicle and expires one (1) year thereafter.

d) **Treated Surfaces** means each of the discrete parts of the Vehicle on which SurfaceCARE® was applied by the Dealer.

e) **Vehicle** refers to the vehicle listed on the registration page for this Warranty.

### II. **SCOPE OF THIS WARRANTY:**

This Warranty covers only the exterior Treated Surfaces against weather-induced fading and loss of gloss. We will remedy or pay the cost of remedying such damage, subject to the exclusions and limitations set forth in this Warranty.

### III. **YOUR RESPONSIBILITIES:**

a) You must regularly inspect the Vehicle and maintain the Treated Surfaces as recommended by the Vehicle's manufacturer.

b) **Upon noticing any damage to the exterior Treated Surfaces, contact Us immediately. Delay in notifying of us of your issue can exacerbate the damage to the Vehicle, and We will have the right to deny any claim that You submit more than (30) days after the damage covered by this Warranty first appeared.**

### IV. **ADMINISTRATION:**

a) To submit a claim to Us or check on its status:

1. Contact Automotive Protection Systems ("APS"), 7455 FM 3009, Schertz, Texas 78154 at 844-704-0329, Monday through Thursday 7 am to 5 pm (CST), Friday 7 am to 4 pm (CST), or 24/7 online claim filing at [www.SurfaceCAREprotect.com](http://www.SurfaceCAREprotect.com).
2. You must fully comply with Section III. ("Your Responsibilities") for Your claim to be valid.
3. You may be asked to provide information regarding the damage, a copy of Your Warranty, or proof of purchase of Your Vehicle, and/or Your identification.

b) In the event of any issues with the registration of this Warranty, call 1-800-521-4144.

### V. **REMEDY FOR FAILURE OF THE PRODUCT:**

a) We will, at our sole discretion clean, polish, detail, or repair exclusively the damaged portion of the Treated Surfaces that are covered by this Warranty, to the extent possible, at no charge to You.

b) At no time shall the Warranty claim reimbursement amount for the damaged portion of the Treated Surfaces exceed the current value of the Vehicle, as determined by the National Automobile Dealers Association ("N.A.D.A.") Official Used Car Guide average trade-in value, at the time of the Warranty claim. It is at the full discretion of APS to implement and determine the claims remedy. We reserve the right to inspect any damaged portion of the Treated Surfaces prior to authorizing any remedy.

### VI. **EXCEPTIONS TO THIS WARRANTY:**

(A) THIS Warranty DOES NOT COVER: (1) damage from natural causes or normal wear and tear, pre-existing conditions, damage caused by acts of abuse, vandalism, alterations, intentional acts, misuse, negligence, acts which would cause abnormal discoloration or deterioration, fire, flood, wind, lightning, hail, stone abrasion, acids, harsh or corrosive chemicals, surface rust, paint spills, chipping, peeling, crazing, spotting, or separating, exhaust system, chrome plated areas, decals and/or graphic designs, mechanical or moving parts, truck beds, inside panels, railings, inside tailgates, spoilers, trim areas, hinges, headlight lens dulling, brake dust, any damage caused by impact or collision, scratches, dings, or dents; (2) Repairs covered by manufacturer recalls, insurance, or in-force warranty or a warranty provided by an insolvent manufacturer or insurer; (3) Rental vehicle charges; (4) Vehicles manufactured for sale outside of the United States, District of Columbia, or Canada; (5) Repairs to the Vehicle due to operation outside of the United States, District of Columbia, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa or Canada; or (6) Repairs made to the Vehicle that are required due to a condition that existed prior to the purchase or transfer of this Warranty.

(B) The following vehicles and uses are excluded and NOT COVERED by this Warranty: **Alfa Romeo, Aston Martin, Bentley, Bugatti, F650, F750, Ferrari, Fisker, Lamborghini, Lotus, Maserati, Maybach, McLaren, Rolls Royce, Wheego, all incomplete vehicles (e.g. chassis cabs, cutaways, and stripped chassis), Commercial Vehicles with a gross vehicle weight rating (GVWR) of more than 26,000 pounds, any vehicle sold without its primary load-carrying device or container attached, all performance modified vehicles, vehicles used off-road, totaled vehicles, vehicles with a voided manufacturer's warranty, vehicles with a branded title or salvaged title, , recreational vehicles, and mobile homes.**

(C) This Warranty shall cover a Commercial Vehicle with a GVWR of 26,000 pounds or less only if you paid a commercial use surcharge to the Dealer.

### VII. **OTHER PROVISIONS:**

(a) **CANCELLATION/TRANSFERABILITY OF WARRANTY:** This Warranty is non-transferable and cannot be canceled by You or Us.

(b) **NOTICE TO CONSUMER:** This Warranty is a product warranty and is not insurance. This warranty is valid only in the United States and Canada.

(c) **OREGON WARRANTY CUSTOMERS:** In Oregon, the body of Section VIII. ("Dispute Resolution Clause") is deleted and replaced with the following: "If arbitration is agreed to by both parties at the time of the dispute, such arbitration will be administered by the Better Business Bureau (BBB) in accordance with its rules for such cases then in effect. To learn about or begin arbitration, or to get a copy of the Arbitration Rules, You may contact the BBB at 800-955-5100 or online at [www.auto.bbb.org/extendedserviceplan](http://www.auto.bbb.org/extendedserviceplan). Judgment on the award rendered by the arbitrator may be rendered

in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. Either party may request that the award of the arbitrator be accompanied by a reasoned opinion. Arbitration shall occur in the county where You reside or in another mutually agreed upon location in Oregon. The arbitration will be governed by the laws of the state or Oregon. All rights under this dispute resolution clause shall be interpreted in conformity with the Oregon Revised Statutes, Sections 36.600 to 36.740. **REIMBURSEMENT INSURANCE POLICY:** In Oregon, FMSC's obligations under this Limited Warranty are insured under a reimbursement insurance policy. If a payment for an approved warranty is not provided by FMSC before the 61st day after You have satisfactorily met the requirements listed in Section III. Administration, You may apply for reimbursement directly to the FMSC's reimbursement insurance company: The American Road Insurance Company, P.O. Box 1732, Dearborn, Michigan 48121-1732, (313) 594-1914. **NOTICE TO CONSUMER:** In Oregon, this Limited Warranty is regulated by the Oregon Department of Consumer and Business Services. Questions concerning the regulation of FMSC or unresolved complaints concerning FMSC may be addressed to the Oregon Department of Consumer and Business Services at P.O. Box 14480, Salem, Oregon, 97309-0405, (503) 947-7984."

**VIII. DISPUTE RESOLUTION CLAUSE: PLEASE REVIEW – IMPORTANT - AFFECTS Your LEGAL RIGHTS**

Either You or We may choose to have any dispute related to this Warranty resolved by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitrations or disputes concerning this Warranty. You agree that You will not participate in any class arbitration concerning this Warranty. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/extendedserviceplan](http://www.auto.bbb.org/extendedserviceplan). If there is a conflict between the Rules and this Warranty, this Warranty shall govern. If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may engage an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You engage an attorney. This Warranty is subject to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitration decision shall be in writing with a supporting opinion.

**IX. LIMITATIONS ON OUR LIABILITY:**

OUR MAXIMUM LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE AMOUNTS CALCULATED PURSUANT TO THE TERMS OF THIS WARRANTY. THE DURATION OF ANY IMPLIED WARRANTIES RELATING TO THE SALE OF THE PRODUCT COVERED BY THIS WARRANTY SHALL NOT EXCEED THE TERM OF THIS WARRANTY. WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND CALLS FOR CERTAIN REQUIREMENTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DO NOT ALLOW CERTAIN REQUIREMENTS, OR DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE LIMITATIONS, REQUIREMENTS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

**X. ENTIRE AGREEMENT: THIS WARRANTY REPRESENTS THE ENTIRE AGREEMENT BETWEEN US AND YOU AND CANNOT BE MODIFIED OR ENLARGED IN ANY WAY EXCEPT PURSUANT TO A WRITTEN AGREEMENT SIGNED BY US. ONLY WE ARE AUTHORIZED TO SPEAK OR ACT ON OUR BEHALF. THE DEALER IS NOT AUTHORIZED TO EXTEND OR IN ANY MANNER MODIFY THE TERMS AND CONDITIONS OF THIS WARRANTY, OR TO RECEIVE DOCUMENTS, CORRESPONDENCE, OR NOTICES ON OUR BEHALF.**