

SurfaceCARE® PROTECTION PRODUCT GUARANTEE

This Protection Product Guarantee (this "Guarantee") is between You (as defined below in Section I) and Cal-Tex Protective Coatings, Incorporated (hereinafter referred to as "CalTex", "We", "Us" or "Our"). You may contact Us at: Cal-Tex Protective Coatings, Incorporated, 7455 Natural Bridge Caverns Road, Schertz, Texas 78154-3210 or by calling or by calling our toll-free number: 1-844-704-0329.

I. DEFINITIONS:

- a) **Commercial Vehicle** means any automobile that:
 - 1. is used primarily for business or governmental purposes;
 - 2. is owned, leased, registered to, or operated by or for the benefit of, any federal, state, or local political subdivision or other government-owned entity; or
 - 3. the Dealer designated as being sold for commercial use.
- b) **Dealer** means the car dealership listed on this Guarantee's registration page that sold You the SurfaceCARE® product.
- c) **Term** means the one-year period that this Guarantee shall be in effect, beginning on the date You purchased SurfaceCARE®.
- 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 Guarantee.
- f) **You** and **Your** refer to either (i) the original purchaser of the Vehicle and SurfaceCARE® who is listed as the "holder" on the registration page of this Guarantee, or (ii) a transferee of this Guarantee approved by Us pursuant to paragraph VII(d) of this Guarantee.

II. SCOPE OF THIS GUARANTEE:

We guarantee the exterior Treated Surfaces against weather-induced fading and loss of gloss during the Term. Should such damage occur, we will remedy, or pay the cost of remedying, the damaged portion of the exterior Treated Surfaces, subject to the exclusions and limitations set forth in this Guarantee.

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 covered damage to the exterior Treated Surfaces, contact Us immediately. **Delay in notifying 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 Guarantee first appeared.**

IV. ADMINISTRATION:

- a) To submit a claim to Us or check on its status:
 - 1. Contact Us at 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.
 - 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 this Guarantee, or proof of purchase of the Vehicle, and/or Your identification.
- b) In the event of any issues with the registration of this Guarantee, call Us at 1-800-521-4144.

V. REMEDY FOR FAILURE OF THE PRODUCT:

- a) We will, at our sole discretion and pursuant to this Guarantee, clean, polish, detail, or repair, the damaged portion of the Treated Surfaces, and only the damaged portion of the Treated Surfaces, to the extent possible, at no charge to You.
- b) At no time shall the Guarantee 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 Guarantee claim. It is at the full discretion of Cal-Tex to implement and determine the claim's remedy. **We reserve the right to inspect any damaged portion of the Treated Surfaces prior to authorizing any remedy.**

VI. EXCEPTIONS TO THIS GUARANTEE:

(A) THIS GUARANTEE 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 warranty provided by an insolvent manufacturer or insurer;
- (3) Rental vehicle charges for fees such as mileage charges, drop-off fees, insurance, or gasoline vehicles manufactured for sale outside of the United States, District of Columbia, or Canada;
- (4) 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 repairs made to the Vehicle that are required due to a condition that existed prior to the purchase or transfer of this Guarantee.
- (5) The following vehicles and uses are excluded and NOT COVERED by this Guarantee: **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), all performance modified vehicles, vehicles used for off-road use, totaled vehicles, vehicles with a voided manufacturer's warranty, vehicles with a branded title or salvaged title, any vehicle sold without its primary load-carrying device or container attached, Commercial Vehicles with a gross vehicle weight rating (GVWR) exceeding 26,000 pounds.**
- (B) **This Guarantee shall cover Commercial Vehicles 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 GUARANTEE:** This Guarantee is not cancellable by You or Us and is non-transferable.
- (b) **NOTICE TO CONSUMER:** This Guarantee is a protection product guarantee and is not insurance. This Guarantee is valid only in the United States and Canada.
- (c) **REIMBURSEMENT INSURANCE POLICY:** CalTex's obligations under this Guarantee are guaranteed under a reimbursement insurance policy. You may apply for reimbursement directly to CalTex's reimbursement insurance company: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, phone: 800.209.6206.

VIII. DISPUTE RESOLUTION CLAUSE: PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

Either You or We may choose to have any dispute related to this Guarantee 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 Guarantee. You agree that You will not participate in any class arbitration concerning this Guarantee. 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. If there is a conflict between the Rules and this Guarantee, this Guarantee 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. The arbitration decision shall be in writing with a supporting opinion. All rights under this dispute resolution clause shall be interpreted in conformity with the Washington State Uniform Arbitration Act, Chapter 7.04A, RCW.

IX. LIMITATIONS ON OUR LIABILITY:

X. OUR MAXIMUM LIABILITY UNDER THIS GUARANTEE IS LIMITED TO THE AMOUNTS CALCULATED PURSUANT TO THE TERMS OF THIS GUARANTEE. THE DURATION OF ANY IMPLIED WARRANTIES RELATING TO THE SALE OF THE PRODUCT COVERED BY THIS GUARANTEE SHALL NOT EXCEED THE TERM OF THIS GUARANTEE. WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THIS GUARANTEE 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.

XI. ENTIRE AGREEMENT: THIS GUARANTEE 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 GUARANTEE, OR TO RECEIVE DOCUMENTS, CORRESPONDENCE, OR NOTICES ON OUR BEHALF.