

## TERMS & CONDITIONS

## Applicable Vehicles –

New & Used Vehicles – Clear Coated Paint Finishes.

## Type of Cover -

Ceramic Pro LLC warrants the vehicles exterior painted surface coated with Ceramic Pro 9H under the following terms & conditions from environmental induced contaminants such as; bird droppings, tar, tree sap, bug impacts and oxidation. Should this damage occur, and providing that all of the terms and conditions have been met, Ceramic Pro LLC will rectify the damage under the *"Limit of Liability"*.

## Period of Cover –

New & Used Vehicles are covered for the life of vehicle ownership if annual service requirements are met. (See: *Annual Inspection*). Failure to undertake an annual service within the required period will change the period of cover to "5 Years" from the date of the last service, which cannot be reversed. Once the 5 years has transpired the warranty will be terminated.

## General Conditions –

1. Warranty cover is only valid if a Ceramic Pro warranty card has been issued by the approved applicator.

2. The vehicle must remain at all times registered for road use within the US.

3. Only vehicles registered as "Passenger Vehicles" will be warranted. Commercial vehicles of any kind will not be covered.

4. Vehicles over 3 months old must require a machine polish to be carried out by an approved applicator prior to application, newer vehicles may also require a machine polish if advised by the approved applicator.

5. In the event of damage / repair to the surface (i.e., accident repair) the vehicle must be taken to an approved applicator for retreatment to the repaired area at the owner's expense within 45 days.

6. Warranty is in the name of the vehicle owner and cannot be transferred.

7. Should a product reapplication be required (i.e. vehicle accident) you or you're insurer are liable for a reapplication fee, determined by the approved applicator.



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8. The vehicle exterior paintwork must be maintained and washed regularly to prevent contamination build up (i.e. fortnightly/monthly).

#### Exclusions –

1. Where the owner has deemed to have been careless, negligent or fails to maintain the exterior painted surface in the correct manner.

2. Pre-existing damage to the painted surface.

3. Damage to the coated surface by incorrect manual wash techniques, automatic car washes, brushes or contaminated wash tools that may cause abrasion, or damage caused by a third party not authorized by Ceramic Pro LLC.

4. Swirl marks, marring, scratches, scuffs, scrapes, chips to the painted surface.

5. Damage caused by collision, accidental damage, vandalism, malicious damage, fire, hail, flood, stones, collision, surface rust, rail dust, physical damage, paint overspray, or vehicle manufacturer' defects, and defects which may be covered under a manufacturers or dealerships protection plan.

6. Area's that have not been retreated after a paint repair.

7. Any loss of time or use of the vehicle while it undergoes inspections or treatments.

8. Matte finishes.

## Annual Inspection (Lifetime Warranty) -

1. Annual Inspections must be carried out by an approved applicator, within 30 days before or after the anniversary date of the last service to maintain the lifetime warranty.

2. Failure to undertake an annual inspection within the required period will change the period of cover to 5 Years from the date of the last service with annual inspections no longer required.

3. A fee determined by the approved applicator will be charged for the Annual Inspection, which includes – Exterior Wash, Decontamination and Inspection.



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## Limit of Liability -

1. Damage that may be covered under this warranty must be made aware to an approved applicator within 30 days, failure to comply will result in this warranty being terminated.

2. Claim determination is at the sole discretion of Ceramic Pro LLC, either approving the repair / retreatment by an approved applicator or refunding the application cost to the vehicle owner at a maximum of \$1,000.00 and terminating the warranty, whichever is less.

3. Any dispute arising under these terms and conditions shall be governed by the law of Colorad0, the involved parties agree to submit to the jurisdiction of that State.

#### Definitions -

*Approved Applicator* – An independently owned and operated business / company that has been approved by Ceramic Pro LLC to apply and sell Ceramic Pro LLC's products.