

## PAINT FILM PROTECTION PRODUCT AGREEMENT TERMS AND CONDITIONS

### 1. Definitions

- a. "Agreement" shall mean this Paint Film Protection Agreement.
- b. "Covered Vehicle" shall mean the vehicle described on the front of this Agreement.
- c. "Paint Film Protection Product" or "Product" shall mean the product applied to the exterior painted surface of the Covered Vehicle.
- d. "Protected Surface" shall mean the OEM (Original Equipment Manufacturer) paint on the exterior surfaces of the Covered Vehicle.
- e. "GlassParency," "GP," "We," "Our" or "Us" shall mean GlassParency Products, Inc., the obligor of this Agreement.
- f. "Administrator" shall mean GlassParency Products, Inc.
- g. "Agreement Holder," "You" or "Your" or shall mean the holder of the Paint Film Protection Agreement.

### 2. Agreement

- a. The Agreement commences on the Agreement Sale Date and expires after the Term of Coverage. Both Agreement Sale Date and Term of Coverage are shown on the front of this Agreement.
- b. If the Paint Film Protection Product fails by suffering a rip, tear or break thru the film due to impact from road debris, causing damage to the Protected surface, We will pay the cost of parts and labor to repair the damaged Protected Surface, subject to the Limit of Liability. No other damage to the Protected Surface is covered.
- c. We will arrange for an authorized installer to re-apply the Product at no charge to any Protected Surface that has been repaired under this Agreement.

### 3. Deductible and Limit of Liability

- a. The total for all repairs under this Agreement shall not exceed \$3,500.

### 4. Transfer Procedure

You may transfer this Agreement at the time of a Covered Vehicle's resale to the subsequent owner by paying a transfer fee in the amount of forty-nine (\$49.00) dollars. You must call the Administrator at 866-342-6661 to transfer the Agreement.

### 5. Agreement Exclusions and Limitations

We will not pay for the following:

- a. Pre-existing paint chips, dents or other mechanical damages;
- b. Any area not covered by the Paint Film Protection Product;
- c. Damage that cannot be repaired using reasonable industry methods; replacements of any kind or for any reason;
- d. Failure to repair and re-treat surfaces subject to accidental damage in accordance with this Agreement;
- e. Damage that is a scratch, scuff, indentation or other mark that does not clearly penetrate the Protected Surface;
- f. Damage caused by any alteration or modification to the vehicle surfaces;
- g. Failure to adhere to any requirements listed under the terms and conditions of this Agreement;
- h. Pre-existing damage that occurs prior to the term of this Agreement;
- i. Damage caused by tar, acid, bleach or other caustic or corrosive substances; fading and discoloration, including that due to exposure to UV light;
- j. Loss as a result of the Covered Vehicle being involved in a traffic accident or collision;
- k. Damage resulting from neglect, abuse, or any intentional act;
- l. Damage due to an OEM defect in the Protected Surface;
- m. Damage due to the failure to maintain and care of the Protected Surface and Product according to manufacturer instructions; damage from cleaning or scrubbing the Protected Surface with abrasive materials;
- n. Any damage caused by fire, acts of God, hail, flood, vandalism, rusting of metal and modifications;
- o. Any fraudulent or illegal acts of the Agreement Holder, whether acting alone or in collusion with others;
- p. Any damage that occurs while the Covered Vehicle is operated on unpaved roads or off publicly maintained roadways or being used for commercial purposes; racing applications;
- q. Any damage that is covered or should be covered by any warranty, insurance policy, or other agreement;
- r. Any incidental or consequential loss or damage, including resulting damage to the Covered Vehicle, delays in rendering service under this Agreement or resulting loss of use;
- s. Damage which occurs outside the United States, U.S. territories or Canada; or
- t. Damage resulting from war, invasion, civil war, insurrection, rebellion or revolution, nuclear radiation or radioactive contamination, or any act of terrorism.

### 6. Product Maintenance

In order to maintain the protective capabilities of the Product, We recommend You follow these practices:

- a. When washing the exterior of Your Covered Vehicle, You should always completely dry it and never leave it to air dry.
- b. Never use aggressive products to polish the exterior of Your Covered Vehicle or remove surface contamination.
- c. You should use high quality car care products on the exterior of Your Covered Vehicle.

### 7. Claims Procedures

- a. In the event of damage to a Protected Surface, **You must call the Administrator at 866-342-6661** to report Your claim. If the damage is covered under the Agreement, Administrator will arrange for an appointment to have the Protected Surface repaired. Administrator will use its best efforts to arrange for a conveniently-scheduled appointment as soon as possible. No payment or coverage will be afforded under this Agreement without Our prior approval.
- b. Due to aging and variance in paint color, it is not always possible to match colors of repaired areas to the color of unrepaired areas, so an exact color match is not guaranteed.
- c. Agreement Holder must provide the following documentation in a legible form before a claim can be processed:
  - i. Copy of this Agreement
  - ii. Copy of the purchase receipt of the Product
  - iii. Any other documents reasonably requested by Administrator
- d. If coverage under this Agreement expires during the time of the approved claim, this Agreement will be extended until fulfillment of Your claim.

### 8. Reapplication After Repair or Replacement

In the event the Covered Vehicle's Protected Surface is replaced or repaired, whether through a covered claim or otherwise, You must bring the Covered Vehicle to the selling Dealer listed on the front of the Agreement (or another dealer if directed by GP or Administrator) within ten (10) days of the replacement for reapplication of the Product at no charge to You. If cleaning is required prior to reapplication, this cost will be Your responsibility. Upon completion of the reapplication, You must return a completed Replacement Notification Form to Administrator. This Agreement will be void if the Covered Vehicle's Protected Surface is repaired or replaced and either (a) the Product is not reapplied within ten (10) days of the replacement or (b) You fail to return a completed Replacement Notification Form. You can obtain a Replacement Notification Form by contacting Administrator at 866-342-6661. Completed replacement forms should be e-mailed to Administrator at [claims@glassparency.com](mailto:claims@glassparency.com) or faxed to 631-253-9802.

### 9. Arbitration

If We cannot resolve any disputes with You related to the Agreement, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Agreement is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this Arbitration section shall survive the termination of this Agreement.

**YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

### 10. Insurance Securing this Agreement

This is not an insurance policy. This Agreement is secured by contractual liability policies provided by The Continental Insurance Company (Washington only) and Continental Casualty Company (all other states), and both may be contacted at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, we have not paid a covered claim or you are otherwise dissatisfied, you may make a claim directly to the insurance companies.

11. **Cancellation**

The Product is permanently applied to the Protected Surface. Therefore, YOU MAY NOT CANCEL THIS AGREEMENT. We may cancel this Agreement in the event of fraud, misrepresentation, or non-payment of the price of the Product by mailing You notice at least thirty (30) days prior to the effective date of the cancellation, stating the effective date of the cancellation and the reason for cancellation. If cancelled by Us for fraud or misrepresentation, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid. Otherwise, no refund will be due to You.

12. **State Disclosures**

**Colorado:** This Agreement is insured by a contractual liability policy issued by Continental Casualty Company. The policy number is 610533160. **Connecticut:** This contract does not include in-home service. Cost of transporting the vehicle will not be paid for by the Administrator. If the expiration date has not exceeded, this contract will be automatically extended while any covered repair/replacement under this contract is being performed and your vehicle is in custody of a licensed repair facility. The extension period of this contract will be equal to the time that your vehicle is at a licensed repair facility. This Agreement may also be cancelled by You if Your Vehicle is returned, sold, lost, stolen or destroyed. In the event You have a complaint and we cannot reach an agreement, You may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and results of such attempts. You shall state the purchase or lease price of the item subject to the extended warranty, cost of repair of the item and shall include a copy of the extended warranty contract or agreement. The complaint shall be mailed to: State of Connecticut-Insurance Department, P.O. Box 816, Hartford, CT 06142-0816 ATTN: Consumer Affairs. If a covered service is not provided by Us within 60 days after the date the consumer provides proof of loss, the consumer may apply for reimbursement directly to Continental Casualty Company by contacting them at 151 N Franklin St., Chicago, IL 60606 or 1-800-831-4262 for further instructions. **Georgia:** In Section 8, the phrase "This agreement will be void" is replaced with "Coverage under this agreement will be denied". **Hawaii:** Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor, may be addressed to the Hawaii Department of Commerce and Consumer Affairs at P.O. Box 3614, Honolulu, HI 96811, 808-586-2790. **Iowa:** Unresolved complaints or questions concerning the regulation of service companies may be addressed to: Commissioner of Iowa Department of Insurance, 601 Locust Street, Des Moines, IA 50309 or call 515-281-5705 or 877-955-1212. Section 11 Cancellation, is deleted in its entirety and replaced with the following: You may cancel this Agreement within the first 30 (thirty) days and no claim has been filed, the Agreement shall be void and We will refund the entire contract purchase price paid. The right to void this Agreement applies only to the original purchaser of this Agreement. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days of the cancellation of the Agreement. If You cancel this Agreement, We will mail written notice of cancellation to You within fifteen (15) days of the date of cancellation. **Missouri:** The Warranty purchase price may be financed with the purchase of this vehicle. Other payment options may be available. **New Jersey: This agreement is a product warranty, not insurance, and is under the purview of the Division of Consumer Affairs.** Any questions about the warranty may be directed to the Division of Consumer Affairs which may be contacted at 124 Halsey Street, Newark, New Jersey 07101, 973-504-6200, [www.njconsumeraffairs.gov](http://www.njconsumeraffairs.gov). Any questions about the warranty reimbursement policy may be directed to the Department of Banking and Insurance at 20 West State Street, PO Box 325, Trenton, NJ 08625, 800-446-7467, [www.state.nj.us/dobi/index.html](http://www.state.nj.us/dobi/index.html). **Ohio: This contract is not insurance and is not subject to the insurance laws of this state.** This contract may provide a duplication of coverage already provided by your automobile physical damage insurance policy. **Oregon:** For unresolved complaints regarding a warrantor or questions concerning the regulation of a warrantor, you may contact the Oregon Insurance Division, Consumer Advocacy Unit, PO Box 14480, Salem, OR, 97309-0405, 503-947-7984 or 888-877-4894. **South Carolina:** In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 or (800) 768-3467. This agreement is not an insurance contract. You may cancel this Agreement within the first 30 (thirty) days and no claim has been filed, the Agreement shall be void and We will refund the entire contract purchase price paid. The right to void this Agreement applies only to the original purchaser of this Agreement. If a refund is due to You under this Service Contract, a 10% penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the Service Contract to Us. Mailed notice shall state the effective cancellation date and the reason for cancellation. You should use all reasonable means and precautions to protect the vehicle from further damage. Pre-existing conditions and consequential damages are not covered under this agreement. **Tennessee:** Obligations of the Warrantor to the Agreement Holder are insured under a reimbursement policy. The Warranty Benefit is intended to reimburse the agreement holder for incidental costs associated with the failure of the Product. **Texas:** Obligations of the Warrantor under this Agreement are insured under a Reimbursement Insurance Policy. Vehicle Protection Products are regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 800-803-9202, 512-463-6599. Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor may be addressed to the Texas Department of Licensing and Regulation. **Utah:** No deductible is required for service under this Agreement. If an emergency repair is initiated by You, without Our knowledge, outside of normal business hours (9:00 am – 5:00 pm EST), You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Agreement. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you are entitled to make a claim directly against Continental Casualty Company, 151 N Franklin Street, Chicago, IL 60606, 1-800-831-4262. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. Section 11 is amended to include: You may cancel this Agreement at any time. If You cancel this Agreement within the first 30 days and no claims have been made, You will be entitled to a full refund of the purchase price paid. If You cancel this Agreement after the first 30 days or if a claim has been made, You will receive an amount of the unearned purchase price paid according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the Agreement. If We cancel this Agreement, We will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least: 1) Ten (10) days before the effective date of cancellation if cancelled for non-payment of the Agreement Purchase Price; or 2). Thirty (30) days before the effective date of cancellation if cancelled for Your material misrepresentation; substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or substantial breaches of contractual duties, conditions, or warranties. **Wisconsin: This warranty is subject to limited regulation by the Office of Commissioner of Insurance.** You must submit your notice of loss to Administrator as soon as reasonably possible and within one year after the date of loss. Your failure to submit the notice of loss to Administrator within this timeframe does not invalidate or reduce your benefit unless Administrator is prejudiced by your failure to file timely notification. You may cancel this Agreement within fifteen (15) days of the Agreement Sale Date or date of delivery of the Agreement to you, whichever is later, for a full refund, less actual costs associated with the issuance and/or service of the warranty. To cancel, please provide written notice to Dealer or Administrator at the addresses listed on the front of the Agreement.

**THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS. THE ENTIRE AGREEMENT INCLUDES THESE TERMS AND CONDITIONS AND YOUR RECEIPT SHOWING THE PURCHASE OF THE PRODUCT.**