

DEFINITIONS

Administrator / Warrantor / We / Us / Our: Refers to Express Systems, Inc., 25541 Commercentre Dr., Suite 100, Lake Forest, CA 92630 (800)-705-4001.

Appearance Protection Warranty / Warranty: Refers to the Limited Warranty that has been provided to You, for no consideration, with the purchase of an Appearance Protection Product. This Limited Warranty is subject to all terms & conditions stated in this Warranty form.

Covered Vehicle / Vehicle: Refers to the non-commercial private passenger car, truck or van, rated as less than one ton, and is listed on the front of this Warranty form.

New Vehicle: Any previously untitled current model year vehicles that have less than 7,500 miles, and factory/program vehicles that have less than 20,000 miles.

Used Vehicle: Any vehicles that are four (4) model years old or less than current model year, or have less than 75,000 miles, and do not qualify as a New Vehicle.

I / You / Your: Refers to the Customer that has purchased the Appearance Protection Product and is listed on the front of this Warranty form.

WHAT IS COVERED

Inspiration Ceramic Paint Coating Protection: When purchased and properly applied, We guarantee that all exterior painted surfaces treated with the Inspiration Ceramic Paint Coating will be resistant to damage caused by weather-induced fading, oxidation, loss of gloss, industrial fallout, pollution, water spotting, insects, water stains, acid rain, road salts, de-icing agents, ocean spray, paint overspray, and harsh detergents. In addition, We guarantee against damage caused by bird droppings or tree sap. It is understood that the surface must be cleaned of any droppings or sap as soon as reasonably possible to avoid deterioration of the painted surface. Should the ceramic coating fail to perform as specified, We will provide repair or reimbursement when Your Vehicle has been regularly cleaned and properly maintained. We reserve the right to attempt to repair any damage through reconditioning (professional cleaning and or detailing) prior to repainting any surface.

WHAT IS NOT COVERED

The following events and circumstances are not covered by this Appearance Protection Warranty; a) Pre-existing damage is not covered; b) Any area that was not treated with the Appearance Protection Products is not covered; c) Appearance or Trim Parts: This Limited Warranty does not cover the failure of unpainted appearance or bright trim parts of Your Vehicle; d) Vehicle Exterior: This Limited Warranty does not cover painted exterior areas of Your Vehicle that have defective, flaking, peeling, spotting, chipping, scratched, cracking or separating paint. Damage caused by sand/stone abrasions and dents and dings are not covered. Bumpers, hinges, decals, graphic designs and the insides of truck beds and tailgates are not covered; e) Normal Maintenance: Your Vehicle's finish must be cleaned and checked regularly as recommended by the Vehicle manufacturer. This is considered normal maintenance and is not covered; f) Improper Use: Damage caused by abnormal use of Your Vehicle is not covered. This would include damage caused by, without limitation: continuing to use Your Vehicle once a defect has been identified, not performing proper & normal maintenance as recommended by the Vehicle manufacturer, and negligence or misuse of Your Vehicle; g) Damages or Failures Beyond Our Control: Damages or failures due to things beyond Our control are not covered. This would include without limitation: collision, accident, vandalism, fire, submersion, improper repairs, corrosion, contamination or chemical damage; h) Incidental or Consequential Damages: Your Vehicle is not covered for incidental or consequential expenses such as loss of time or use, inconvenience, commercial loss, personal injury or property damage; i) Delays of Performance: Your Vehicle is not covered, nor are We liable for delays in performance or failure to perform in whole or in part under the terms of this Limited Warranty due to labor dispute, strike, shortages, acts of war, civil commotion, accident, vandalism, fire, flood, acts of God or other causes beyond Our control; j) Manufacturer's Warranty: Your Vehicle is not covered where the manufacturer's warranty or recall shall take precedent.

LIMIT OF LIABILITY

The total of benefits paid under this Limited Warranty shall not exceed \$450.

WHAT TO DO IF YOU HAVE CLAIMS OR QUESTIONS

You may initiate a claim by visiting Our website at <http://claims.portfolioco.com>. If You cannot return Your Vehicle to the Issuing Dealership listed on the front of this Warranty form, please contact Us for assistance; Express Systems Claims Department: 25541 Commercentre Dr., Suite 100, Lake Forest, CA 92630 (877) 705-4001; Fax (480) 897-7507. (Claims are not subject to a deductible. Non-manufacturer parts will not be leveraged for repair.)

If You have a claim, You must notify Us and take Your Vehicle back to the Issuing Dealer if possible (see above). In addition, You will also need to:

- A. Give the repair shop a copy of this Limited Warranty form.
- B. Allow the repair shop to inspect Your Vehicle to determine the cause of complaint and the full extent of the damage.
- C. Provide a photograph of the damage for all Paint, Fabric and Leather Vinyl claims.
- D. Have the repair shop call Us to report the claim prior to the start of any repairs. The repair shop will need to receive an approval number in order to receive payment for the cost of repairs.
- E. A copy of the repair order, photograph and Limited Warranty form must be sent to Us for payment to be made. We reserve the right to inspect Your Vehicle before any repairs are made.

DISCLAIMER AND LIMITATION OF WARRANTIES

- A. **THE OBLIGATIONS DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU AND SUCH OBLIGATION IS IN LIEU OF ALL OTHER WARRANTIES; ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE COVERED VEHICLE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. IN ADDITION, WE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, COMMERCIAL OR EXEMPLARY LOSSES OR DAMAGES RESULTING FROM: (1) THE BREACH OF THIS LIMITED WARRANTY OR (2) ANY IMPLIED WARRANTY**
- B. **LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY WILL LAST OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE APPLICABLE BY STATE, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**
- C. **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**
- D. **NO REPRESENTATIVE, EMPLOYEE, DEALER, OR AGENT OF EXPRESS SYSTEMS OR OF THE ISSUING DEALERSHIP, IS AUTHORIZED TO ALTER, EXTEND, AMEND OR MODIFY THE LIMITED WARRANTY WHATSOEVER.**

OBLIGATIONS

The obligations of the Warrantor under this Warranty are insured under a reimbursement insurance policy.

TRANSFER AND CANCELLATION

This Limited Warranty may be transferred by the original customer to a subsequent private purchaser of the Covered Vehicle for the remainder of the original term (licensed dealers excluded). This Limited Warranty is not transferable to another vehicle. To transfer, original customer must submit the following documents to Us within thirty (30) days from the date of sale; 1) A letter containing the name, address and phone number of the new owner and authorization to transfer, 2) A copy of the bill of sale or other evidence showing change in ownership, and 3) A \$50 transfer fee payable to the Administrator. **This Limited Warranty is non-cancellable as it has been provided to You for no consideration with the purchase of an Appearance Protection Product.**