



VEHICLE

Year, Make, Model

VIN

PURCHASER/WARRANTY HOLDER

Purchaser/Warranty Holder Name

Address, City, State, Zip

Email

Home Phone, Cell, Work

SELLING STORE

Name, Number

Address, City, State, Zip, Phone

Representative

PRODUCT/WARRANTY INFORMATION

PAINTGUARD® EXTERIOR PROTECTION

Limited Warranty Term

Product Purchase Date

Product Selling Price

Notice to Purchaser:

- The purchase of the Appearance Protection Product is not requirement for the purchase, lease or financing of a covered Vehicle.
- This agreement is a Product Limited Warranty and is not an insurance contract. This is not an automobile liability or physical damage insurance policy. You should obtain Your own insurance for damage to Your Vehicle, including damage that may be covered by this Warranty.
- See important terms and conditions on the following page.
- To verify that the Limited Warranty has been submitted and accepted, Purchaser may contact Administrator at the telephone number or mailing address below, or at www.permaplate.com.
- NO SERVICE WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. FOR AUTHORIZATION CALL (800) 453-8470.
- ANY IMPLIED WARRANTIES, SUCH AS THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**NOTIFY ADMINISTRATOR OF COVERED DAMAGE WITHIN 30 DAYS.
FAILURE TO DO SO WILL RESULT IN CLAIM DENIAL.**

I (Purchaser), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions, understand and agree to all of the provisions herein.

Purchaser Signature

The Administrator/Warrantor of this Limited Warranty is Siskin Enterprises, Inc. | P.O. Box 58 | Salt Lake City, UT 84110 | (800) 453-8470

APPEARANCE PROTECTION PRODUCT LIMITED WARRANTY

1. INTRODUCTION AND QUALIFICATIONS

- A. Appearance Protection Products are permanently applied on the Vehicle and are designed to protect the appearance of the Vehicle.
- B. Coverage/term qualifications for Appearance Protection:

Vehicle Model Year (at time of purchase)	Available Terms	Covers Repair/Reconditioning	Covers Replacement
Current or previous 3 model years Example: if purchased in 2020, 2017 and newer eligible	1 - 7 Years	YES	YES
Current or previous 5 model years Example: if purchased in 2020, 2015 and newer eligible	1 - 5 Years	YES	YES
Vehicles exceeding 5 model years Example: if purchased in 2020, 2014 and older eligible	1 - 5 Years	YES	NO

2. DEFINITIONS

- A. "Administrator/Warrantor" means Siskin Enterprises, Inc., the manufacturer of the Appearance Protection Products.
- B. "Appearance Protection Product(s)" means protective sealants applied to exterior surfaces of the Vehicle.
- C. "Limited Warranty" means this Appearance Protection Product Limited Warranty.
- D. "Purchaser," "You" or "Your" means the Purchaser of the Appearance Protection Products as shown on the front side of this Limited Warranty or an eligible person to whom this Limited Warranty has been properly transferred and who is entitled to coverage under the terms of this Limited Warranty.
- E. "Reconditioning" means professional cleaning and/or detailing and does not guarantee repainting or replacement.
- F. "Registration Page" means the first page of this Limited Warranty.
- G. "Selling Store" means the store from which Purchaser purchased the Appearance Protection Product.
- H. "Vehicle" means the Vehicle shown on the front side of this Limited Warranty which is covered by this Limited Warranty.

3. GENERAL TERMS

- A. **Warranty Registration:** The Registration Page must be completed and submitted to Administrator within 30 days from the Product Purchase Date. Administrator assumes no liability for the failure of the dealer to submit this Limited Warranty on behalf of the Purchaser.
- B. Coverage under this Limited Warranty begins on the Product Purchase Date and expires at the end of the Warranty Term listed on the Registration Page.
- C. There is no deductible associated with this Limited Warranty.
- D. Administrator will pay only for the repair of the damaged portion of the Vehicle, and Administrator reserves the right to inspect the Vehicle or may request estimates to repair and/or photographs of the damage.
- E. Administrator has sole discretion in determining and implementing any repair procedures; repairs will be performed with reasonable promptness and quality workmanship.
- F. Purchaser is required to maintain the cleanliness of the interior and exterior surfaces; **ADMINISTRATOR IS NOT OBLIGATED OR RESPONSIBLE FOR GENERAL CLEANING.** Recommended care and cleaning procedures can be found in the Vehicle owner's manual.
- G. Administrator has no obligation for reimbursement of inconvenience costs during time of repair.
- H. This Limited Warranty does not cover damage occurring outside of the United States, Canada or Puerto Rico.

4. COVERAGES

You are entitled to the following coverages under this Limited Warranty:

- A. **PermaPlate Paintguard® - Exterior Painted Surfaces:** Damage caused by weather induced fading, oxidation, loss of gloss, surface rust caused by industrial fallout, or permanent staining from bird droppings, insects, water spotting, tree sap or acid rain. Such conditions will be repaired free of charge, consistent with this Limited Warranty.

5. LIMITATIONS

- A. This Limited Warranty applies only to areas of the Vehicle which have been treated with Appearance Protection Products. Non-treated areas include: matte exterior finishes, plastic trim pieces, door jambs, painted inward facing panels of doors or other surfaces/materials as determined by design of the Vehicle.
- B. Repairs are limited to the lesser of the cost of repair or the average trade in value of the Vehicle as determined by NADA (National Auto Dealers Association) Used Car Guide or the cost of professional Reconditioning.
- C. Administrator/Warrantor reserves the right to attempt to repair/remove all damage through Reconditioning prior to repainting any surface.

6. EXCLUSIONS

- A. **DAMAGE REPORTED AFTER THE 30-DAY NOTIFICATION PERIOD.**
- B. Pre-existing damage.
- C. Surface rust damage to the Vehicle's exterior caused by chips, scratches or failing paint.
- D. Road tar and road paint transfer to exterior painted surfaces.
- E. Damage due to theft, vandalism, collision, fire, acts of war or other natural casualties.
- F. Abuse or neglect, chips or scratches to painted surfaces.
- G. Manufacturer defects (defective paint such as peeling and chipping of the paint or factory clear coat, paint separating, cracking or flaking, workmanship or materials determined by independent inspection or factory bulletins).
- H. Modifications or alterations of the factory original finishes.

7. CLAIM PROCEDURES

- A. Damage must be reported within 30 days from either the occurrence or discovery of damage.
- B. Contact Administrator for authorization prior to undertaking any repairs. Repairs performed without express, written authorization from Administrator will not be eligible for reimbursement.
- C. Complete and submit a claim form through Administrator's website, www.permaplate.com, or contact Administrator at P.O. Box 58, Salt Lake City, UT 84110, 800-453-8470.
- D. After authorization from Administrator has been given, Warrantor will provide for repairs to be performed, within normal business hours.
- E. For each claim, Purchaser must follow up and complete the claim process within 60 days from the onset of claim approval. After 60 days without follow up, the claim will be closed and no further action will be taken.

8. TRANSFER

The Purchaser shall have the right to a one-time transfer of this Limited Warranty to the first subsequent owner of the Vehicle free of charge. To Transfer, notify Administrator in writing of the change of ownership within 30 days of such change.

9. ARBITRATION

You agree that all individual claims or disputes arising from or relating to this Limited Warranty, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Selling Store or the Insurance Company listed in the General Information section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Limited Warranty was issued, the state's arbitration rules will govern.

10. GENERAL INFORMATION

SISKIN ENTERPRISES, INC. IS THE ADMINISTRATOR/WARRANTOR OF THIS LIMITED WARRANTY. TERMS AND CONDITIONS ARE AS STATED AND CANNOT BE ALTERED. **THIS IS A PRODUCT LIMITED WARRANTY AND IS NOT INSURANCE.** The Appearance Protection Products are permanently applied to the Vehicle; therefore this Limited Warranty is NON-CANCELLABLE and the Product Purchase Price is NON-REFUNDABLE. No express rights are given under this Limited Warranty except for those specifically described herein. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ADMINISTRATOR FROM LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY USE OF THESE PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCEPTION MAY NOT APPLY TO YOU. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. Please review Section 11 for information specific to Your State. **Obligations of the Warrantor under this Limited Warranty are insured under a reimbursement policy. If covered service is not provided by Warrantor before the 60th day from date of valid claim initiation, Purchaser may apply directly to Wesco Insurance Company (a member of AmTrust Group) 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048, for benefits afforded under this Limited Warranty.**

11. STATE SPECIFIC DISCLOSURES

- A. **Georgia:** Section 9, regarding Arbitration is deleted in its entirety.
- B. **Hawaii:** Unresolved complaints or questions concerning a registered warrantor may be addressed to the Department of Commerce and Consumer Affairs, 335 Merchant St, Honolulu, HI 96813, 808-587-3222.
- C. **Indiana:** This Limited Warranty is a service contract and is not insurance and is not subject to Indiana insurance law.
- D. **Louisiana:** Section 3. GENERAL TERMS, A., is amended to read as follows: **A. Warranty Registration:** The Registration Page must be completed and submitted to Administrator within 30 days from the Product Purchase Date.
- E. **Mississippi:** This Limited Warranty is regulated by the Mississippi Motor Vehicle Commission, P.O. Box 16873, Jackson, MS 39236, 601-987-3995.
- F. **Oregon:** Unresolved complaints concerning a warrantor or questions concerning the regulation of a warrantor may be addressed to the Department of Consumer and Business Services, Consumer Advocacy Unit at 350 Winter Street NE, PO Box 14480, Salem, Oregon 97309, or at 503-947-7984. Arbitration is not mandatory and may be entered into by mutual agreement of You and Us at the time a dispute arises. Any arbitration will be conducted by mutual agreement in Oregon and under Oregon law.
- G. **Virginia:** If any promise made in the Limited Warranty has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.