

**PERMAPLATE®** 

## WINDSHIELD PROTECTION PRODUCT LIMITED WARRANTY

## VEHICLE

Year, Make, Model:

VIN:

#### PURCHASER

Purchaser:

Address, City, Province, Postal Code:

Email:

Phone - Home, Cell, Work:

#### SELLING STORE

Store Name:

Address - City, Province, Postal Code:

Phone:

#### WARRANTY INFORMATION

Purchase Date:

Warranty Term:

Contract Selling Price (Including applicable tax in Canadian Dollars):

IF NO WARRANTY TERM IS INDICATED ABOVE, THE VEHICLE WILL BE ENROLLED FOR THE MAXIMUM TERM FOR WHICH IT IS ELIGIBLE.

Notice to Purchaser:

- The purchase of the Windshield Protection Product is not a requirement for the purchase, lease or financing of a Vehicle.
- This agreement (this "Limited Warranty") 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 included under this Limited Warranty.
- 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.
- See important terms and conditions on the following pages.
- NO SERVICE WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. FOR AUTHORIZATION CALL 800-453-8470.
- ANY IMPLIED WARRANTIES, SUCH AS THE WARRANTY OF MERCHANTIBILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THE STATES DURATIONOF THIS LIMITED WARRANTY EXPRESSLY TAKES PRECEDENCE OVER ANY TIMELINES SET OUT IN THE ONTARIO SALE OF GOODS ACT AND/OR CONSUMER PROTECTION ACT.

# NOTIFY ADMINISTRATOR OF ELIGIBLE DAMAGE WITHIN 14 DAYS; FAILURE TO DO SO WILL RESULT IN SERVICE DENIAL.

Purchaser expressly agrees to the receipt of electronic communication from Administrator for purposes consistent with Purchaser's rights and responsibilities contained in this Limited Warranty which You may opt out of at any time by contacting Us.

Purchaser Signature

Administrator / Warrantor of this Limited Warranty Siskin Enterprises, Inc. P.O. Box 58 Salt Lake City, Utah 84110 Toll Free (800) 453-8470 E-mail: customerservice@permaplate.com 7853CAN Selling Store Signature

To File a Service Request Phone: Toll Free (800) 453-8470 E-mail: customerservice@permaplate.com Website: www.permaplate.com Address: P.O. Box 58 Salt Lake City, Utah 84110 Rev 4/24

# WINDSHIELD PROTECTION PRODUCT LIMITED WARRANTY

#### 1. INTRODUCTION AND QUALIFICATIONS

- A. Windshield Protection Products are permanently applied on the Vehicle and are designed to protect the front windshield of the Vehicle from chips or cracks.
- B. Windshield Protection Products may only be purchased at time of Vehicle sale or upon installation of a new front windshield with proof of installation.
- C. There are no age or mileage restrictions for the purchase of or eligibility under this Limited Warranty.

#### 2. DEFINITIONS

- A. "Administrator/Warrantor/Obligor" means Siskin Enterprises, Inc., the manufacturer of the Windshield Protection Products.
- B. "Contract Selling Price" means the contract selling price as shown on the Registration Page of this Limited Warranty
- C. "Excluded Vehicles" are Austin Healey, Aston Martin, Bentley, Bugatti, Checker, Citroen, Daihatsu, Ferrari, Fisker, International, Lamborghini, Lotus, Maserati, Maybach, McLaren, MG, Panoz, Peugeot, Rolls Royce, Saleen, Shelby, Tesla Roadster and Tesla 2015 and older, Triumph, and TVR.
- D. "Limited Warranty" means this Windshield Protection Product Limited Warranty.
- E. "Purchase Date" means the date of purchase of this Limited Warranty as shown on the Registration Page of this Limited Warranty.
- F. "Purchaser," "You" or "Your" means the Purchaser of the Windshield Protection Products as shown on the Registration Page of this Limited Warranty or an eligible person to whom this Limited Warranty has been properly transferred, and who is entitled to service under the terms of this Limited Warranty.
- G. "Registration Page" means the first page of this Limited Warranty.
- H. "Selling Store" means the store from which Purchaser purchased the Windshield Protection Product.
- I. "Term" means the warranty term selected on the Registration Page of this Limited Warranty, subject to the limitations set out herein.
- J. "Vehicle" means the Vehicle shown on the Registration Page of this Limited Warranty which is eligible for service under this Limited Warranty.
- K. "Windshield Protection Product(s)" means protective sealants manufactured by the Administrator that are applied to the front windshield of the Vehicle.

#### 3. GENERAL TERMS

- A. **Warranty Registration**: The Registration Page must be completed and submitted to Administrator within 30 days from the Purchase Date. Administrator assumes no liability for the failure of the Selling Store to submit this Limited Warranty on behalf of Purchaser
- B. Eligibility for service under this Limited Warranty begins on the Purchase Date and expires at the end of the Term listed on the Registration Page.
- C. Administrator reserves the right to attempt to repair the front windshield prior to replacing the windshield.
- D. Administrator has sole discretion in determining and implementing any repair procedures; repairs will be performed with reasonable promptness and quality workmanship.
- E. Administrator's obligation shall be limited to the lesser of: the balance remaining of the aggregate limit set out in section 4.C. below the repair; or, if necessary, the removal and replacement of the front windshield.
- F. If replacement of front windshield is deemed necessary for repair, Administrator will replace the front windshield with like-kind and quality glass. If like-kind and quality glass is not available, if Purchaser specifically requests, or if any Lienholder requires, Administrator will replace the front windshield with Original Equipment Manufacturer (OEM) glass.
- G. Administrator will pay only for the repair of the damage included under this Limited Warranty on the Vehicle, and Administrator reserves the right to inspect the Vehicle or may request photographs of the damage prior to authorizing the repair.
- H. Administrator has no obligation for reimbursement of transportation or inconvenience costs during time of repair.
- 1. This Limited Warranty does not include damage occurring outside of the United States, the Province of Ontario in Canada or Puerto Rico.

#### 4. SERVICES

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

- A. Damage to the front windshield such as chips or cracks caused by small rocks, stones, or other propelled road debris while driving on paved roadways will be repaired.
- B. If Administrator's technician determines that the windshield damage included under this Limited Warranty cannot be repaired, replacement will be provided.
- C. Aggregate limit of CAN \$5,000 over the Term of this Limited Warranty for repairs/replacement of the front windshield.

#### 5. EXCLUSIONS

#### A. DAMAGE REPORTED AFTER THE 14-DAY NOTIFICATION PERIOD.

B. Pre-existing damage.

- C. Cracks or other damages caused by anything other than the impact of small rocks, stones or propelled road debris.
- D. Stress cracks, pitting, inclement weather conditions (i.e. lightning, earthquakes, hailstorms, sandstorms, etc.).
- E. Damage due to theft, vandalism, collision, acts of war or terrorism, fire, or other natural casualties.
- F. Damage occurring while driving off paved roadways.
- G. Recreational vehicles and motorcycles.
- H. Excluded Vehicles as defined in Section 2.C.

#### 6. PROCEDURE FOR SERVICE

- A. Damage must be reported within 14 days from either the occurrence or discovery of damage.
- B. Complete and submit a Request for Service form through Administrator's website, www.permaplate.com, or contact Administrator at 800-453-8470.
- C. FOR EACH REQUEST FOR SERVICE, PURCHASER MUST FOLLOW UP AND COMPLETE THE PROCEDURE FOR SERVICE WITHIN 60 DAYS FROM THE ONSET OF SERVICE APPROVAL. AFTER 60 DAYS WITHOUT FOLLOW UP, THE SERVICE WILL BE CLOSED AND NO FURTHER ACTION WILL BE TAKEN OR REQUIRED TO BE TAKEN BY US.
- D. CONTACT ADMINISTRATOR FOR AUTHORIZATION PRIOR TO UNDERTAKING ANY REPAIRS. REPAIRS PERFORMED WITHOUT EXPRESS, WRITTEN AUTHORIZATION FROM ADMINISTRATOR WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.

#### 7. TRANSFERS

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.

#### 8. GENERAL INFORMATION

SISKIN ENTERPRISES, INC. IS THE ADMINISTRATOR/WARRANTOR/OBLIGOR OF THIS LIMITED WARRANTY. TERMS AND CONDITIONS ARE AS STATED AND CANNOT BE ALTERED EXCEPT AS PROVIDED IN THE SECTION BELOW TITLED "MISCELLANEOUS". THIS IS A PRODUCT LIMITED WARRANTY AND IS NOT INSURANCE. The Windshield Protection Products are permanently applied to the Vehicle; therefore, to the extent allowable under applicable law, this Limited Warranty is NON-CANCELLABLE and the Contract Selling 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 THE WINDSHIELD PROTECTION PRODUCTS. Obligations of the Administrator under this Limited Warranty are insured under a contractual liability insurance policy. If eligible service included under this Limited Warranty is not provided by Administrator before the 60th day from date of a valid request for service initiation, Purchaser may make a claim directly to Technology Insurance Company, Inc. (a member of AmTrust Group) at 1145 Nicholson Road, Unit 2, Newmark, Ontario L3Y 9C3, 888-218-1070.

#### 9. MISCELLANEOUS

Privacy Notice: In connection with this Limited Warranty, Administrator will collect and use the following personal information about Purchaser: name, email address, phone number, mailing address, the details of Purchaser's purchase(s), including the store where this Limited Warranty was purchased, warranty and vehicle information (year, make, model, VIN), and details submitted related to service requests. Such information will be used for the purposes of administering this Limited Warranty, including evaluating and processing any request(s) for service from Purchaser. Certain personal information will be collected by and/or shared with Administrator's service providers, which currently include Payment Processors who process payment information for billing and transaction purposes; Claims Technician Providers who provide claim repair work and may be given personal information to provide their services; Data Storage Providers who provide secure storage and retrieval; Consultants, advisors and auditors who may have access to personal information to provide their services. Purchaser's personal information may also be collected, used or disclosed (including collection from and disclosure to third parties), as needed, for other purposes permitted by law, including to comply with legal and regulatory requirements, investigate potential breaches of contract or the law, and to detect or prevent fraud. Administrator and/or its service providers may transfer and store Purchaser's personal information in countries other than Canada, and therefore, such information will be accessible to courts, law enforcement, and national authorities in such other countries. Purchaser may contact Administrator's Privacy Team at www.permaplate.com if: (i) Purchaser has any questions about Administrator's collection of Purchaser's personal information or the collection, use, disclosure or storage of personal information by Administrator's service providers outside Canada; (ii) Purchaser wishes to obtain access to written information about Administrator's policies or practices with respect to service providers outside Canada; and/or (iii) Purchaser wishes to access, update or rectify Purchaser's personal information. Purchaser may also obtain information about Administrator's general policies and practices with respect to processing and storing personal information by reviewing Administrator's Privacy Policy, which is available at: www.permaplate.com

Amendments: Purchaser acknowledges and agrees that during the Term, and upon delivery of at least 30 days' prior written notice from Administrator to Purchaser, Administrator has the right to amend this Limited Warranty at any time, in its sole discretion and as it deems appropriate, including without limitation, to reflect any changes to the services provided hereunder or the Contract Selling Price, any amendments to the ways in which disputes may be handled, the cancelation provisions or the limiting the applicability of implied statutory warranties, or any website, phone number, address or email address set out herein. If Purchaser does not agree to the amendment(s) to this Limited Warranty, Purchaser has the right to terminate this Limited Warranty by providing written notice of termination of this Limited Warranty according to the terms set out in the written notice received from Administrator, the amendment(s) to this Limited Warranty shall take effect on the date specified in such written notice.

Governing Law: This Limited Warranty shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of laws principles.