

WINDSHIELD PROTECTION PERMAPLATE[®] PROTECTION PRODUCT GUARANTEE

VEHICLE

Year, Make, Model

VIN

PURCHASER/GUARANTEE HOLDER

Purchaser

Address, City, State, Zip

Email

Home Phone, Cell, Work

SELLING STORE

Name, Number

Address, City, State, Zip, Phone

Representative

PRODUCT/GUARANTEE INFORMATION

Guarantee Term

Product Purchase Date

Product Selling Price

Notice to Purchaser:

- If no Guarantee Term is indicated, the vehicle will be enrolled for the maximum term for which it is eligible.
- · The purchase of the Windshield Protection Product is not a requirement for the purchase, lease or financing of a covered Vehicle.
- This agreement is a Protection Product Guarantee 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 Guarantee.
- To verify that the Guarantee 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 page.
- NO SERVICE WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. FOR AUTHORIZATION CALL (800) 453-8470.

NOTIFY ADMINISTRATOR OF COVERED DAMAGE WITHIN 14 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/Protection Product Guarantee Provider is Siskin Enterprises, Inc. | P.O. Box 58 | Salt Lake City, UT 84110 | (800) 453-8470

WINDSHIELD PROTECTION PRODUCT GUARANTEE

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 the time of Vehicle sale or upon installation of a new front windshield with a proof of installation.

2. DEFINITIONS

- A. "Administrator/Protection Product Guarantee Provider" means Siskin Enterprises, Inc., the manufacturer of the Windshield Protection Products.
- B. "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, Triumph, and TVR.
- C. "Guarantee" means this Windshield Protection Product Guarantee.
- D. "Purchaser," "You" or "Your" means the Purchaser of the Windshield Protection Products as shown on the front side of this Guarantee or an eligible person to whom this Guarantee has been properly transferred, and who is entitled to coverage under the terms of this Guarantee.
- E. "Registration Page" means the first page of this Guarantee.
- F. "Selling Store" means the store from which Purchaser purchased the Windshield Protection Product.
- G. "Vehicle" means the Vehicle shown on the front side of this Guarantee which is covered by this Guarantee.
- H. "Windshield Protection Product(s)" means protective sealants applied to the front windshield of the Vehicle.

3. GENERAL TERMS

- A. Guarantee 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 Guarantee on behalf of the Purchaser.
- B. Coverage under this Guarantee begins on the Product Purchase Date and expires at the end of the Guarantee Term listed on the Registration Page.
 C. There is no deductible associated with this Guarantee.
- **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.
- D. Administrator has sole discretion in determining and implementing any repair procedures; repairs will be performed with reasonable promptness and quality workmanship.
- F. Administrator has no obligation for reimbursement of inconvenience costs during time of repair.
- G. This Guarantee 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 Guarantee:

- A. Front Windshield Glass: 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. If Administrator's technician determines that the covered windshield damage cannot be repaired, replacement will be provided.
- B. If replacement of front windshield is deemed necessary for repair, Administrator will replace the front windshield with Original Equipment Manufacturer (OEM) glass.
- C. Aggregate limit of \$8,500 over the term of the Guarantee for repairs/replacement of the front windshield.
- D. Rental Car Reimbursement: Rental car expenses incurred during the course of repairs will be reimbursed to Purchaser up to a maximum of \$50 per day and up to an overall aggregate of \$250 for the term of this Guarantee. Purchaser if responsible for the upfront expense and will be reimbursed after verification of such expense.

5. LIMITATIONS

- A. Administrator's obligation shall be limited to the lesser of: the balance remaining of the aggregate total; the repair; or, if necessary, the removal and replacement of the front windshield.
- B. Administrator reserves the right to attempt to repair the front windshield prior to replacing any windshield.

6. EXCLUSIONS

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

- B. Pre-existing damage.
- **C.** Cracks or other damages caused by any peril other than the impact of small rocks or flying road debris.
- D. Stress cracks, pitting, and damage from inclement weather conditions (i.e. lightening, earthquakes, hailstorms, sand storms, 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.B.

7. CLAIM PROCEDURES

- A. Contact Administrator for authorization prior to undertaking any repairs. Repairs performed without express, written authorization from Administrator will not be eligible for reimbursement.
- B. 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.
- C. Damage must be reported within 14 days for Windshield Protection from either the occurrence or discovery of damage.
- D. 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 Guarantee 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 Guarantee, 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 Guarantee was issued, the state's arbitration rules will govern.

10. GENERAL INFORMATION

SISKIN ENTERPRISES, INC. IS THE ADMINISTRATOR/PROTECTION PRODUCT GUARANTEE PROVIDER OF THIS GUARANTEE. TERMS AND CONDITIONS ARE AS STATED AND CANNOT BE ALTERED. **THIS IS A PROTECTION PRODUCT GUARANTEE AND IS NOT INSURANCE.** The Appearance Protection Products are permanently applied to the Vehicle; therefore this Guarantee is NON-CANCELLABLE and the Product Purchase Price is NON REFUNDABLE. No express rights are given under this Guarantee except for those specifically described herein. THIS GUARANTEE 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 Guarantee gives You specific legal rights and you may also have other rights which vary from state to state. This is a Protection Product Guarantee subject to regulation by the Washington Office of the Insurance Commissioner of which Siskin Enterprises, Inc. is the Protection Product Guarantee Provider. **Obligations of the Protection Guarantee Provider under this Guarantee are insured under a reimbursement policy. If covered service is not provided by the Protection Product Guarantee Provider 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, 888-505-4048, for benefits afforded under this Guarantee.**