OPTIMUM POLYMER TECHNOLOGIES WARRANTY TERMS AND CONDITIONS *Rev. 20151216*

1.0 - OPTIMUM POLYMER TECHNOLOGIES WARRANTY PROGRAM

1.1 - GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to any and all Optimum Polymer Technologies Warranty Program products:

1. Warranty term begins from the date of registration of warranty number, activation code, and vehicle details;

2. This agreement excludes vehicles used for commercial purposes at any time previous to, presently, or during the course of this warranty period;

3. Any application, re-application, repair work or other work carried out on the coated surface must be applied, reapplied, or repaired by an authorized Optimum Polymer Technologies agent after claim approval from Optimum Polymer Technologies;

4. The Optimum Polymer Technologies agent must be notified of any claim due to failure of product performance within 30 days of occurrence;

5. Vehicle must remain continuously registered within the United States for the duration of the warranty; and

6. Warranty is non-transferrable.

1.2 - GENERAL LIABILITY LIMITATIONS

Optimum Polymer Technologies, Inc. or its agents will not accept liability for:

1. Deterioration of factory-installed equipment or any other treated part of substandard specification, materials or workmanship by vehicle manufacturer, their dealership, third-party supplier or modifier, or professional detailers not authorized by Optimum Polymer Technologies;

2. Pre-existing damage or deterioration; and/or

3. Any claim for matters which are covered by vehicle manufacturers' warranty.

1.3 – GENERAL WARRANTY INVALIDATION

Optimum Polymer Technologies warranty for any product will be considered invalid if any of the following general condition occur:

1. Neglect to maintain the vehicle according to the standards and techniques recommended by Optimum Polymer Technologies, available here: <u>http://opticoat.com/page/car-care-guide</u>

2. Damage caused by abrasive compounds and polishes and third-party products;

3. Damage resulting from a collision or other vehicle accidents;

4. Damage, either accidental or malicious, including but not limited to fire, flood, extreme weather conditions, secondary effects that may result from the foregoing, or any other force majeure;

- 5. Failure to repair and re-treat surfaces subject to accident damage in accordance with the warranty;
- 6. Damage caused by any alteration or modification to the vehicle surfaces;
- 7. Damage caused by manufacturer's defects;
- 8. Damage to the vehicle prior to product application; and

9. Failure to adhere to any requirements listed under the terms and conditions of this warranty.

2.0- PAINT GUARD EXTERIOR PAINT WARRANTY

Paint Guard Warranty is valid for **One (1) year** from the date of application or sale for any vehicle that is sold through car dealerships.

2.1- OPTI-COAT PRO EXTERIOR PAINT WARRANTY

1. Opti-Coat Pro Warranty is valid for **Five (5) years** from the date of application for any vehicle that is Five (5) model years old or newer.

2. Opti-Coat Pro Warranty is valid for **Two (2) years** from the date of application for any vehicle that is Six (6) model years to Ten (10) model years old.

3. Any vehicle that is older than Ten (10) model years at the time of application cannot be warranted.

2.2 - OPTI-COAT PRO PLUS EXTERIOR PAINT WARRANTY

1. Opti-Coat Pro Plus Warranty is valid for **Seven (7) years** from the date of application for any vehicle that is Five (5) model years old or newer.

2. Opti-Coat Pro Plus Warranty is valid for **Two (2) years** from the date of application for any vehicle that is Six (6) model years to Ten (10) model years old.

3. Any vehicle that is older than Ten (10) model years at the time of application cannot be warranted.

2.3 - OPTI-COAT OR PAINT GUARD NEW AND USED VEHICLE WARRANTY TERMS

Optimum Polymer Technologies warrant to the owner of the nominated vehicle that if the Optimum Clear Coating (Paint Guard/Opti-Coat Pro/Opti-Coat Pro Plus) is unsatisfactory in its performance of protecting the vehicles factory paintwork from damage or etching from water spots, bird droppings, bug splatter, acid rain, industrial fall out; or UV damage / oxidation, whilst being maintained in accordance with the terms and conditions of this warranty, Optimum Polymer Technologies or its agents will at no cost to the owner repair and retreat the affected area.

2.4 – OPTI-COAT OR PAINT PLUS LIABILITY LIMITATIONS

Optimum Polymer Technologies, Inc. or its agents shall not accept liability for the following:

1. Deterioration of factory paint work or repaint or any other treated part of substandard specification, materials or workmanship by vehicle manufacturers, their dealerships, third-party suppliers or modifiers, or professional detailers not authorized by Optimum Polymer Technologies;

2. Pre-existing damage or deterioration;

3. Any claim for matters which are covered by vehicle manufacturers' warranty;

4. Damage caused by manual or automatic wash brushes, contaminated and/or abrasive cloths and sponges, untreated areas due to accident damage and/or their subsequent repairs, and/or damage caused by impact with a foreign object (i.e., stone chips); and

5. Warranty is valid for factory clear-coated systems only and excludes any non-clear-coated or matte finishes.

3.0 - OPTI-GUARD FABRIC AND LEATHER NEW AND USED VEHICLES FIVE-YEAR WARRANTY

3.1 - Opti-Guard Warranty is valid for **Five (5) years** from the date of application for any car that is 5 model years old or newer.

Optimum Polymer Technologies, Inc. warrants to the owner of the nominated vehicle that the treated surfaces will remain free of permanent stains and UV damage, except as otherwise noted in the warranty.

3.2 - OPTI-GUARD LIABILITY LIMITATIONS

Optimum Polymer Technologies, Inc. or its agents shall not accept liability for the following:

 Deterioration of factory interior surfaces including but not limited to the carpeting, upholstery, leather, leather-like surfaces, any other interior surfaces or any other treated part of substandard specification, materials or workmanship by vehicle manufacturers, their dealerships, third-party suppliers or modifiers, or professional detailers not authorized by Optimum Polymer Technologies;
Neglect to maintain the vehicle according to the standards and techniques recommended by

Optimum Polymer Technologies available here: <u>http://opticoat.com/page/car-care-guide</u>

- 3. Damage to any interior surface prior to Opti-Guard application;
- 4. Damage caused by rips, tears, shredding;
- 5. Damage caused by alteration or modification of surfaces;
- 6. Damage caused by abrasive compounds and third party products; and
- 7. Damage caused by manufacturer's defects.

4.0 – VEHICLE ACCIDENT DAMAGE Contact your vehicle insurer to ensure that any Optimum Polymer Technologies products and services is included in your insurance coverage. If the vehicle sustains damage and reapplication is required, contact Optimum Polymer Technologies, Inc. or your local agent to arrange any additional treatments.

5.0 – MAKING A CLAIM

The following applies to making a claim for any product defects or failures:

1. Optimum Polymer Technologies agent must be notified of any claim due to failure of product performance within 30 days of occurrence;

2. Any application, re-application, repair work or other work carried out on the coated surface must be applied/reapplied or repaired by an authorized Optimum Polymer Technologies agent after claim approval from Optimum Polymer Technologies;

5.1 – WARRANTY LIMITS

In the event of a warranty claim, this warranty is limited to the following maximum amounts at Optimum Polymer Technologies, Inc.'s option

1. Optimum Polymer Technologies, Inc. or its agents shall arrange the necessary approvals for warranty repairs and coating reapplication to be carried out, or;

2. Pay the owner of the nominated vehicle a maximum amount of \$5,000 or the cost of coating application (whichever is less) in full and final settlement of the customers claim under warranty.

To make a claim contact Optimum Polymer Technologies at any of the following or contact your local agent: Website: http://opticoat.com

Phone: 1-901-363-4955 Fax: 1-901-363-4956 Email: info@opticoat.com Mail: Optimum Polymer Technologies 4130 Senator Memphis, TN, 38118

6.0 – OPTIMUM POLYMER TECHNOLOGIES AGENTS

Optimum Polymer Technologies agents are selected using strict guidelines and requirements. Only authorized agents are permitted to install and service any Optimum Polymer Technologies products. To locate your nearest authorized agent, please visit our website at: <u>http://opticoat.com</u>