

DEFINITIONS

1. **Limited Warranty** means this Legend Shield **Limited Warranty**, issued with the purchase of this **Product**.
2. **We, Us or Our (Warrantor of this Limited Warranty)** means NanoCure Protective Coatings, Inc. at P.O. Box 140185, Irving, TX 75014 USA; 1-888-582-4726, the manufacturer of Legend Shield Protectant **Product(s)**.
3. **Purchaser, You or Your** means the recipient of this **Limited Warranty** for the purchase of Legend Shield **Product(s)** listed in the "Purchaser Information" section of this **Limited Warranty**, or a qualified transferee (see "Transfer" section).
4. **Covered Repair** means a repair benefit of this **Limited Warranty** that is listed under the "Product Coverage" and not excluded in the "Additional Exclusions" Section of this **Limited Warranty**.
5. **Product** means the Legend Shield Protectant **Product(s)**, as described within this **Limited Warranty**, which are available for purchase.
6. **Repair Cost** means the customary parts and labor costs required to complete any **Covered Repair** under this **Limited Warranty**. Labor times will be verified by the standard versions of nationally recognized labor guides, such as Mitchell® or ALLDATA®. Replacement parts may not exceed manufacturer's suggested retail price and may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by **Us**.
7. **Effective Date** means the date the Protectant Product(s) are applied to the **Vehicle** and coverage under this **Warranty** begins.
8. **Vehicle, Boat or Personal Watercraft** means the **Vehicle** listed on the Registration page and on which the Protectant Product(s) have been professionally applied.
9. **Seller** means the retail facility where **You** purchased **Your Product**.

PRODUCT

Legend Shield Protectant **Products** provide benefits to help protect and prevent damage to **Your Vehicle**. If after proper application, should the **Product(s)** fail to perform during the Term specified on the Registration page, **We** will pay to repair or, if unrepairable, replace the affected part(s) or damaged area to the extent as provided for within this **Limited Warranty** or unless otherwise specified.

Legend Shield Exterior Protection

Exterior Protection - Legend Shield Ceramic Spray-On Exterior Protectant is applied to the **Vehicle's** exterior panels and engineered to help protect and prevent damage to the appearance of the treated exterior surfaces above the water line caused by any non-excluded conditions, such as weather-induced fading, loss of gloss, oxidation, or hard water spotting, bird droppings, and tree sap that cannot be easily removed using normal cleaning/washing methods. The specified benefit maximum for covered repairs of pigmented plastic/fiberglass/gel coat surfaces under this **Limited Warranty** term is three thousand dollars (\$3,000.00 U.S.) or the Actual Cash Value of **Your Vehicle**, whichever is less.

Headlights/Searchlights - Legend Shield Ceramic Spray-On Exterior Protectant is engineered to prevent dulling, yellowing or fading of the headlight lenses of **Your Vehicle**.

Legend Shield Interior Protection

Interior Protection – Legend Shield Leather & Vinyl Protectant and/or Legend Shield Carpet & Fabric Protectant are applied to the **Vehicle's** interior carpet, fabric, vinyl and leather surfaces and engineered to help protect and prevent stains or damage due to any non-excluded conditions, such as permanent stains remaining after normal cleaning and caused by food or drink spills. Ultraviolet-induced weakening of vinyl and leather surfaces resulting in fading, loose seams and rips/tears in vinyl and leather surfaces (up to six (6") inches) are also covered. Punctures less than ½ inch in diameter and one (1) inch in length are also covered. **Peeling of bonded vinyl and leather surfaces is not a covered condition.**

ADDITIONAL EXCLUSIONS

Your Warranty does not cover:

- *Repairs and/or replacements of covered components that were performed without prior authorization from the Warrantor.*
- *Rips and tears greater than six (6) inches in length.*
- *Punctures greater than ½ inch in diameter and one (1) inch in length.*
- *Vehicles used for racing on or off road, competition or speed contests.*
- *Damage due to intentional or unintentional abuse, neglect, misuse or defacement.*
- *Damage caused by rust and corrosion.*
- *Damage to exterior surfaces below the water line.*
- *Damage caused by bleach, acid or other caustic or corrosive substances.*
- *Normal wear and tear, compression cracks and rubber.*
- *Damage due to latching aquatic growth.*
- *Interior components not treated with Legend Shield Interior Protectant Products, to include unpainted plastic, or metal surfaces that are not treatable.*
- *Lack of adhesion to upholstered surfaces or to materials underneath seat coverings.*
- *Exterior Surfaces not treated with Legend Shield Ceramic Spray-On Exterior Protectant Products, to include metal surfaces that are not treatable.*
- *Exterior Surfaces that have a matte finish, finish film or wrap applied.*
- *Scratches, chips, peeling, bubbling, cracking, flaking, delamination or separation of paint or finish.*
- *Damage to refinished/repainted sections due to collision or impact, unless the Legend Shield Protectant Products have been reapplied following repair.*
- *Damage caused by exhaust systems, vandalism, acts of war, flooding, riots, acts of nature, damage resulting from abrasion, damage caused by hail or collision or Vehicle modifications, unless Vehicle modifications were performed by an authorized Seller.*
- *Damage due to defective design, materials, or workmanship in the manufacturing of the Vehicle.*
- *Damage covered by the Vehicle manufacturer.*
- *Commercially used vehicles, such as, but not limited to, emergency or police vehicles.*
- *Fogging/condensation within headlight/searchlight lenses.*

- **Replacement of headlight/searchlight housing, lenses and bulbs.**
- **Replacement of any glass.**
- **Repair or replacement of windshields and any glass or glass framework.**
- **Events occurring outside the territories of Canada.**
- **Damage that existed on the Vehicle at the time this Product was purchased.**

CLAIM PROCEDURES - Prior Authorization is required for all claims: 1-888-582-4726

You must report damage within sixty (60) days of when the damage occurred. To obtain the benefits of this **Limited Warranty**, return **Your Vehicle** to the **Seller**. If it is not possible or practical, contact **Our** office for instructions prior to any work being performed on **Your Vehicle**. You may take **Your Vehicle** to a licensed repair facility. Provide the facility with **Your Warranty** Number and have them call **Us** at **1-888-582-4726** for instructions **before** any repairs are started on **Your Vehicle**. You, or the repair facility must furnish **Us**, with any reasonable information that **We** may require, including legible copies of any repair orders or other relevant documentation in order to determine coverage.

LIMITS OF LIABILITY

This **Limited Warranty** covers both new or used **vehicles** and no deductible is required. The aggregate total of **Our** liability for all benefits paid or payable during the term of this **Limited Warranty** shall not exceed twelve-thousand dollars (\$12,000.00 U.S.) or the retail price **You** paid for **Your Vehicle**, whichever is less. **Our** liability at the time of a single loss shall not exceed the lesser of; **1)** the Actual Cash Value of **Your Vehicle**, **2)** the total stated and described in this document or **3)** specified benefit maximum for covered repairs on pigmented plastic/fiberglass/gel coat surfaces. If **You** are the second **Limited Warranty** holder (see “Transfer” section), the total of all benefits payable to **You** under this **Limited Warranty** is limited to the aggregate total allowed, less total claims paid prior to the date of transfer.

The **Vehicle** owner is required to keep the **Vehicle’s** surface clean, as well as inspect for other damage that would be covered by this **Limited Warranty**. Recommended maintenance procedures can be found in the **Vehicle** owner’s manual. **We** reserve the right to inspect **Your Vehicle** prior to approval of any claim. **We** may request estimates for repair and/or photographs of the damage to determine the validity of the claim. Due to the effects of aging, there is no guarantee of an exact color match for **Covered Repairs**.

IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS Limited Warranty INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, AND TO THE EXTENT PERMITTED BY LAW.

Except when otherwise required by law, **We** have sole discretion to determine and implement restore procedures. **We** will not be responsible for any cost in excess of the actual **Repair Cost**. **ANY REPAIR OR REPLACEMENT UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM US WILL NOT BE REIMBURSED.**

CANCELATION

Due to the nature of the application of the **Product(s)** purchased, the Purchase Price of the **Product(s)** is non-refundable, and this **Limited Warranty** is non-cancelable.

TRANSFER

This **Limited Warranty** may be transferred by **You** to a subsequent private purchaser of the **Vehicle** for the remainder of the sixty (60) month Term (dealership trades excluded). This **Limited Warranty** is not transferable to another vehicle. To transfer this **Limited Warranty** to another owner, **You must submit the following to Us within thirty (30) days from the date of Vehicle sale: a) A letter containing the name and address of the new owner and Your authorization to transfer; b) A copy of the bill of sale or other evidence showing the change in ownership; c) A check or money order for fifty dollars (\$50.00 U.S.) payable to Us for the transfer fee. This Limited Warranty may be transferred once by the original Purchaser.**

TERM

This **Limited Warranty** is provided to the original **Purchaser** (or a qualified transferee as designated in the “Transfer” section) for a period of ownership not to exceed sixty (60) months from the **Effective Date** for the **Product** purchased, as noted on the Registration page of this **Limited Warranty**.

OTHER IMPORTANT LIMITED WARRANTY INFORMATION

THIS LIMITED WARRANTY IS NOT AN INSURANCE POLICY AND IS NOT SUBJECT TO INSURANCE LAWS. IT IS A LIMITED WARRANTY BETWEEN YOU AND US FOR CERTAIN COVERED REPAIRS. YOU SHOULD OBTAIN YOUR OWN INSURANCE FOR DAMAGE TO YOUR VEHICLE, INCLUDING DAMAGE THAT MAY BE COVERED BY THIS LIMITED WARRANTY. THIS LIMITED WARRANTY MAY BE SUBJECT TO PROVINCE LAW CONCERNING WARRANTIES. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary by province. Some provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You. Some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to You.

In connection with the administration of the **Product You** selected; certain personal information was collected during the registration of this **Warranty**. **We** do not sell **Your** personal information to third parties. Should **You** have any questions, please call **Our** toll-free number 1-888-582-4726.

You may obtain a full copy of **Our** privacy notice by sending a written request to the **Warrantor, NanoCure Protective Coatings, Inc.** at P.O. Box 140185, Irving, TX 75014 USA. The **Seller** is not a party to this **Limited Warranty** and has no obligations to **You** in regard to the benefits provided.

DISPUTE RESOLUTION

To initiate arbitration, You must submit a written request to the Warrantor indicating Your desire to submit Your issue for arbitration. You and the Warrantor agree to first attempt an informal dispute resolution procedure and agree on a sole, neutral arbitrator. You may not file suit against Warrantor until Your request for dispute resolution has been submitted for informal dispute settlement and a decision has been reached, or forty (40) days from receipt of submission of Your dispute resolution request. Any dispute arising out of or relating to this **Limited Warranty**, whether in contract, tort, statute, regulation, ordinance, in equity or otherwise and whether **Your**

dispute is with the **Warrantor** or Selling Store shall be considered for arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration ("CPR Rules") by a sole arbitrator. If, after forty (40) days the parties are unable to agree on a resolution through the informal dispute procedure stated herein, arbitration will continue and shall be governed by Arbitration Rules of the "ADR Institute of Canada (ADRIC)", and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration may be conducted in person or by telephone, email, the internet, video conferencing or other communications methods agreed to by parties. The governing law of the arbitration and this arbitration clause shall be the law of Ontario, Canada. **These arbitration procedures do not apply to sales of this Product in provinces where otherwise prohibited by applicable law.**