## LIMITED 5 YEAR PAINT PROTECTION WARRANTY

Thank you for purchasing SunTek® Paint Protection Film – Coated ("PPF-C") or SunTek® Paint Protection Film – Non-Coated ("PPF-NC")

What is Covered and How Long Coverage Lasts. Commonwealth Laminating & Coating, Inc./ SunTek UK Ltd, d/b/a SunTek ("SunTek") warrants professionally sold and applied SunTek® brand Paint Protection Film (PPF-C or PPF-NC, as applicable) (the "Product") against cracking, bubbling or yellowing caused solely by defects in manufacture or materials, for a period of five (5) years from the date of purchase of the Product. This warranty is valid only if the Product application was performed by a SunTek installer in the United Kingdom or Ireland in accordance with manufacturer's application procedures and applicable law.

Who is Covered. This limited warranty coverage is offered only to the owner of the vehicle at the time of the Product's installation, and is not transferable.

<u>What SunTek Will Do.</u> If the Product does not conform to the warranty described above, SunTek will appoint an installer to remove the original film and apply new SunTek Paint Protection Film and will cover the reasonable labor charges of the removal of the original film and application of new film. The obligation of SunTek under this warranty is limited solely to removal and replacement of any Product not conforming to the warranty.

How to Make a Claim. To submit a warranty claim, you must SUBMIT THIS ORIGINAL WARRANTY CARD AND ORIGINAL RECEIPT (or other proof of purchase acceptable to SunTek) for the Product, along with a detailed description of the defect, to the SunTek® dealer/installer from whom the Product was purchased or to SunTek at the address below. All warranty claims must be approved by SunTek prior to commencement of any warranty service. SunTek UK Ltd, Unit 5 Harlow Mill Business Centre, River Way, Harlow, CM20 2FD.

<u>Care Instructions</u>. To extend the life and looks of your SunTek PPF and to maintain your warranty coverage, do not wash or wax your vehicle for a minimum of 3 days following Product installation. Following this 3-day period, frequent washing and waxing is recommended.

Warranty Limitation. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SUNTEK HEREBY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. EXCEPT TO THE EXTENT PROHIBITED OR LIMITED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW ARE LIMITED IN DURATION TO THE WARRANTY TIME PERIOD SET FORTH ABOVE.

Limitation of Liability. IN NO EVENT SHALL SUNTEK OR ANY INSTALLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO (1) THE USE OF OR INABILITY TO USE THE PRODUCT, (2) THE BREACH OF ANY WARRANTY OR OF THIS AGREEMENT, (3) ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY OTHER MONETARY OR OTHER LOSS, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUNTEK HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OF RECLUSION MAY NOT APPLY TO YOU.

How State/Provincial Law Applies. This warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

## **Exclusions and Miscellaneous Terms and Conditions.**

- 1. This warranty does not cover or apply to losses, costs, damages or defects arising from or caused by improper Product application, improper Product care, cleaning or abuse, misuse (including use not complying with applicable law), non-automotive applications, applications to other than fully cured original equipment manufacturer vehicle painted surfaces, natural causes, accident, ordinary wear, paint finish dents or other damages caused by road debris, the physical impact of rocks, abrasion or scratching or any other acts, occurrences or defects, faults or damages not related to defects in materials or manufacture of the Product. Except as otherwise provided by applicable law, illegal application or use of the Product will render all warranties, whether express or implied, null and void and of no effect and SunTek shall have no liability therefor.
- 2. The SunTek dealer/installer is an independent contractor of SunTek and SunTek is not responsible for improper installation or representations made by the dealer/installer. No contractor, including the SunTek dealer/installer, has any authority or power to modify or extend this limited warranty. The benefits under this warranty shall be the sole and exclusive remedy against SunTek for any loss arising out of the sale, application, and/or use of the Product.
- 3. This warranty coverage is valid only in the United Kingdom and Ireland. If any provision of this warranty is unenforceable or ineffective, the rest of this warranty shall remain in effect and be construed as if such provision had not been contained in this warranty.
- 4. This warranty shall be governed by UK law, excluding its laws relating to choice of law. Regardless of what venue would otherwise be permissive or required, SunTek and the customer stipulate that all actions arising under or related to this warranty shall be brought in the federal or state courts located in the Harlow, Essex. SunTek and the customer agree that such forum is mutually convenient and bears a reasonable relationship to this Agreement, and waive objection to any venue laid therein.

## YOU MUST COMPLETELY FILL OUT AND RETAIN THIS WARRANTY CARD AND PRESENT IT, TOGETHER WITH PROOF OF PURCHASE, TO VALIDATE YOUR WARRANTY.