



## L I M I T E D   W A R R A N T Y

**PRODUCT COVERAGE** - StarGuard Ceramic Protection with Nanoxide™ Protectant **Products** provide benefits to help protect and prevent damage to the interior and exterior surfaces of **Your Vehicle**. If the **Product(s)** fail, after proper application, to perform during the Term specified on the first page, **We** will pay to repair, or if unrepairable replace, the affected part(s) or damaged area. The following is a list of the StarGuard Protectant **Products** included in this form. Please consult the "Additional Exclusions" section below for detailed explanations of specific benefits and exclusions.

### **StarGuard Ceramic Exterior Protection**

**Paint Protection** - StarGuard Ceramic Spray-On Exterior Protectant is applied to the painted exterior of the **Vehicle** and is engineered to protect and prevent damage to the appearance of the exterior painted surfaces or paint protection film caused by any non-excluded conditions, such as weather-induced fading, loss of gloss (excluding matte finish surfaces), oxidation, hard water spotting, bird droppings and tree sap that cannot be easily removed by a commercial car wash.

**Black Trim Molding Protection** - StarGuard Ceramic Spray-On Exterior Protectant is applied to the Black Trim Moldings of the **Vehicle** and engineered to protect and prevent damage caused by any non-excluded conditions such as weather-induced fading and discoloring. **This benefit is for repair of the Vehicle's Black Trim Moldings only and under no circumstances will We pay for replacement of the Black Trim Moldings.**

**Factory Wheel Protection** - StarGuard Ceramic Spray-On Exterior Protectant is applied to the **Vehicle's** original factory or dealer-installed wheels and engineered to help protect and prevent staining or excessive brake dust that cannot be easily removed by a commercial car wash.

**Headlight Lens Protection** - StarGuard Ceramic Spray-On Exterior Protectant is applied to the headlight lens of the **Vehicle** and engineered to help protect and prevent dulling, yellowing, or fading of the headlight lenses of **Your Vehicle**.

### **StarGuard Interior Protection**

**Interior Protection** - StarGuard Carpet & Fabric Protectant and/or StarGuard Leather & Vinyl Protectant are applied to the **Vehicle's** interior carpet, fabric, vinyl and leather surfaces and engineered to help protect and prevent stains after normal cleaning, and caused by any non-excluded conditions, such as permanent stains due to food or drink spills, ultraviolet-induced fading or cracking of vinyl and leather surfaces.

### **Rental Car Reimbursement**

**We** will reimburse **You** for a rental car at the rate of up to fifty dollars (\$50.00 U.S.) per day, for up to three (3) days for a maximum of one hundred fifty dollars (\$150.00 U.S.) per Repair **Visit**. To receive rental benefits, **You** must supply **Us** with **Your** receipt from a licensed rental agency.

**NO SERVICE WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. FOR AUTHORIZATION, CALL 1-800-841-1338.**

### **DEFINITIONS**

- 1. Limited Warranty** means this StarGuard™ Protection **Limited Warranty**, issued with the purchase of this StarGuard™ **Product**.
- 2. We, Us, or Our** (Warrantor of this **Limited Warranty**) means NanoCure Protective Coatings, Inc. at P.O. Box 140185, Irving, TX 75014; 1-800-841-1338, the manufacturer of StarGuard™ Protectant **Product(s)**.
- 3. Purchaser, You or Your** means the original recipient of this **Limited Warranty** for the purchase of StarGuard™ Protectant **Product(s)**, as listed in the "**Purchaser Information**" section of this **Limited Warranty**.
- 4. Covered Repair** means a repair benefit of this **Limited Warranty** that is not excluded under the "Product Coverage" or "Additional Exclusions" section of this **Limited Warranty**.
- 5. Product** means the StarGuard™ Protectant **Product(s)**, provided in this **Limited Warranty**.
- 6. Product Purchase Date** means the original date of **Your** StarGuard™ **Product** purchase and is **Your** proof of date of purchase, when purchased from and installed by an authorized StarGuard™ **Retailer**.
- 7. Product Retailer or Retailer** means the StarGuard™ authorized retail facility where **You** purchased **Your Product**.
- 8. 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**.

9. **Repair Visit** means one or more Covered Repairs or covered service related in time or cause.
10. **Vehicle** means the **Vehicle** listed on the first Page and on which the Protectant **Product(s)** have been professionally applied.

## **ADDITIONAL EXCLUSIONS**

**Your Limited Warranty does not cover:**

- **Repair and/or replacement of components that were performed without prior authorization from the Warrantor.**
- **Damage caused by exhaust systems, neglect and abuse, misuse, vandalism, acts of war, flooding, riots, or acts of nature, damage resulting from abrasion, damage caused by hail or collision, or Vehicle modifications, unless Vehicle modifications were performed by an authorized StarGuard Retailer.**
- **Vehicles used for racing on or off road, competition or speed contests.**
- **Normal wear and tear, including but not limited to compression cracks.**
- **Damage due to, defective design of materials or workmanship in the manufacturing of the Vehicle.**
- **Damage due to improper installation of StarGuard Product(s) or paint protection finish film applied to Your Vehicle.**
- **Damage due to improper care and maintenance outside recommendations of StarGuard Product(s) or paint protection finish film manufacturer.**
- **Damage covered by the Vehicle manufacturer.**
- **Commercially used vehicles, such as, but not limited to, emergency or police vehicles, taxi or transport carrier, snow plows, tow trucks; or vehicles with a gross vehicle weight rating (GVW) of more than 14,000 pounds or incomplete vehicles (cab & chassis, etc.).**
- **Damage to chrome, chrome bumpers, or grills.**
- **Interior components not treated with StarGuard Interior Protectant Products, to include surfaces that are not treatable.**
- **Lack of adhesion to upholstered surfaces or to materials underneath seat coverings.**
- **Exterior painted components or paint protection finish film not treated with StarGuard Exterior Protectant Products, to include unpainted plastic, metal, or surfaces that are not treatable.**
- **Paint protection finish film that was not installed by a StarGuard Retailer.**
- **Damage or failures involving paint such as paint separating, scratches, peeling, bubbling, cracking, flaking, rust or delamination.**
- **Damage to repainted/repaired sections due to collision or impact, unless the StarGuard Protectant Products have been reapplied following repair. You are responsible for any costs associated with reapplying the Product(s) to any such damaged area(s).**
- **Fogging/condensation within headlight lens.**
- **Replacement of headlight housing, lenses and bulbs.**
- **Replacement of any glass.**
- **Replacement of Black Trim Molding.**
- **Replacement or repair of tires and/or wheels.**
- **Events occurring outside of the territories of the U.S., Puerto Rico or Canada.**
- **Damage that existed on the Vehicle at the time this Product was purchased.**

## **CLAIM PROCEDURES - Prior Authorization is required for all claims: 800-841-1338**

To obtain the benefits of this **Limited Warranty**, contact **Our** office at 1-800-841-1338 for instructions prior to any work being performed.

In the event of a paint finish film repair, wait one (1) week before washing or waxing **Your Vehicle** to help ensure proper adhesion build of the film has been achieved.

**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 a new or used vehicle and no deductible is required. This **Limited Warranty** extends only to **You**. **We** may request proof of purchase of **Your StarGuard Product**. The aggregate total of **Our** liability for all benefits paid or payable during the Term of this **Limited Warranty** shall not exceed the retail price **You** paid for the **Vehicle**. **Our** liability for any single loss shall not exceed the Actual Cash Value of **Your Vehicle** at the time of repair. (Values are based according to current National Automobile Dealers Association (NADA) standards for the published average trade-in value of **Your Vehicle** on the date of loss with appropriate adjustments for mileage, condition, optional equipment and unrepaired prior damage excluding the repair needed.)

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.

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 in determining and implementing repair 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.**

## **TERM**

This **Limited Warranty** is provided to the original **Product Purchaser** listed on the first page of this **Limited Warranty** for a period not to exceed five (5) years from the **Product Purchase Date** indicated on the first page of this **Limited Warranty**.

## **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 not be transferred to a subsequent purchaser of **Your Vehicle**.

## **OTHER IMPORTANT LIMITED WARRANTY INFORMATION**

THIS **LIMITED WARRANTY** IS NOT AN INSURANCE POLICY AND IS NOT SUBJECT TO STATE INSURANCE LAWS. IT IS A **LIMITED WARRANTY** BETWEEN **YOU** AND **US** FOR CERTAIN **COVERED REPAIRS** FOR THE STARGUARD **PRODUCT** PURCHASED. **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 STATE LAW CONCERNING WARRANTIES OR SERVICE CONTRACTS. This **Limited Warranty** gives **You** specific legal rights, and **You** may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to **You**. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or Exclusions may not apply to **You**.

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. In connection with the **Product** You selected, certain personal information was collected pursuant to the federal Gramm-Leach-Bliley Act which entitles Us to possess such information notwithstanding any state requirements to the contrary. We do not sell Your personal information to third parties. Should You have any questions, please call Our toll-free number 1-800-841-1338.

The Retailer is not a party to this **Limited Warranty** and has no obligations to You in regard to the benefits provided. Your benefits and the Warrantor obligations under this **Limited Warranty** are insured.

**CALIFORNIA RESIDENTS-** You are not required to submit proof of registration. Failure to register does not diminish Your **Limited Warranty** rights provided for Your Purchase of this StarGuard **Product**. In connection with this **Product** purchase; certain personal information was collected pursuant to the federal Gramm-Leach-Bliley Act which entitles Us to possess such information notwithstanding any state requirements to the contrary. We do not sell Your personal information to third parties. Should You have any questions, please call our toll-free number 1-800-841-1338.

## **DISPUTE RESOLUTION**

The following does not apply to sales of this **Product** in states where otherwise prohibited by applicable law: 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 finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration ("CPR Rules") by a sole arbitrator. **To initiate arbitration, You must notify the Warrantor in writing of Your desire to submit Your issue to arbitration.** Pursuant to CPR Rules, **You** and the **Warrantor** will first attempt to agree on a sole, neutral arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in, or within fifteen (15) miles of, the city where **You** purchased this **Product**. **You may not file suit against Warrantor under the Magnuson-Moss Warranty Act 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.**