



The Downey Company, Inc.
PO Box 307731
Gahanna, Ohio 43230
Telephone: (614) 861-3300
Toll Free: (800) 486-4213

Pro-Tec Appearance System

www.getprotec.com

LIMITED WARRANTY NUMBER:

Selling Dealer	Telephone No.	Address:
Vehicle Owner's Last Name	First Name	Telephone No.
Street Address	City	State & Zip
Vehicle Purchase/Lease Date	Current Odometer Reading	Vehicle Year/Make/Model
VIN	Pro-Tec Purchase Price \$	Pro-Tec Product Treatment Date

This Limited Warranty applies to the Pro-Tec Appearance Protection Product(s) that you select to purchase as marked:

NEW VEHICLE PRIMARY CARE COVERAGES
Protection for as Long as Vehicle Owner Owns the Vehicle!

- ☐ Pro-Tec Exterior Paint Protection
- ☐ Pro-Tec Standard Interior Protection
(Fabric, Carpet Vinyl and Leather Treatment)
- ☐ Pro-Tec Rust Protection
- ☐ Pro-Tec Ultimate Interior Protection
(Standard Interior plus Rips, Tears, Burns and Punctures)

PRE OWNED VEHICLE PRIMARY CARE COVERAGES

- ☐ Pro-Tec Exterior Paint Protection – 6 Years
(Buffing and detailing only; Company has no obligation to repaint the damaged exterior metal surface area of a Pre Owned Vehicle)
- ☐ Pro-Tec Standard Interior Protection – 6 Years
(Fabric, Carpet Vinyl and Leather Treatment)
- ☐ Pro-Tec Rust Protection – 6 Years
- ☐ Pro-Tec Ultimate Interior Protection – 6 Years
(Standard Interior plus Rips, Tears, Burns and Punctures)

Pro-Tec can help maintain your vehicle appearance and value long after your purchase. To read more, visit www.getprotec.com.

The Vehicle Owner (Applicant) whose signature appears below understands that:

- The purchase of any Pro-Tec Appearance Product is optional and is not required to purchase/lease a vehicle or to obtain financing.
- The Limited Warranty for any Pro-Tec Appearance Product purchased expires according to the term indicated above and in the applicable section under Coverage Terms and Conditions. The Limited Warranties for the Products are **NON-RENEWABLE** and **CANNOT BE EXTENDED BEYOND THE ORIGINAL TERM of the applicable Limited Warranty.**
- To be eligible for Coverage under an applicable Limited Warranty, New Vehicle Owners must comply with the Lifetime Registration procedures and all Vehicle Owners must file a claim in accordance with the instructions listed under “LIFETIME REGISTRATION AND CLAIMS PROCEDURES”. **ANY DAMAGE WHICH GIVE RISE TO A CLAIM UNDER THIS LIMITED WARRANTY MUST BE REPORTED WITHIN SIXTY (60) DAYS of the onset or occurrence of damage.**
- The purchase of Pro-Tec Appearance Products and the related Limited Warranties are NON-CANCELLABLE. NO REFUNDS WILL BE GIVEN.
- Some Limited Warranty Coverages on Pro-Tec Appearance Products purchased for New Vehicles are Transferable. Please see Coverage Descriptions and Section titled “HOW TO TRANSFER” for details.
- NOTICE:** THIS LIMITED WARRANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO. THE PRO-TEC APPEARANCE PRODUCTS ARE OPTIONAL PRODUCTS THAT COME WITH A PRODUCT LIMITED WARRANTY. This Limited Warranty is not insurance and is not subject to the insurance laws of the State of Ohio. Obligations of the Company under this Agreement are guaranteed under a written reimbursement insurance policy issued by Plateau Casualty Insurance Company; 2701 North Main Street PO Box 7001, Crossville, Tennessee 38557-7001; (800) 752-8328. In the event that the Company fails to pay a valid claim within sixty (60) days after proof of loss has been filed or the Company ceases to do business or goes bankrupt, the Vehicle Owner may file a direct claim with Plateau Casualty Insurance Company. The Vehicle Owner may also make a direct claim to the insurer in the event that the Company does not pay any valid cancellation refund due under the terms of this Limited Warranty.

THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION. THE PARTIES AGREE TO SUBMIT ANY DISPUTE OR CLAIM ARISING UNDER THIS AGREEMENT TO ARBITRATION IN ACCORDANCE WITH THE RULES OF CONDITIONALLY BINDING ARBITRATION OF THE BETTER BUSINESS BUREAU OF CENTRAL OHIO (BBB). INFORMATION REGARDING THE BBB'S ARBITRATION PROCESS CAN BE OBTAINED AT WWW.BBB.ORG OR BY CALLING THE BBB OF CENTRAL OHIO AT (614) 486-6336. SEE THE LAST PAGE OF THIS LIMITED WARRANTY FOR ADDITIONAL INFORMATION.

By signing below, Vehicle Owner/Applicant acknowledges that he/she has read this Limited Warranty, understands the Coverages, Exclusions and Limitations, Claim Procedures, and Arbitration Provision and agrees to them. Vehicle Owner/Applicant further acknowledges having received a copy of this Application and the Limited Warranty.

Applicant's Signature	Date	Authorized Dealer Representative	Date
-----------------------	------	----------------------------------	------

LIMITED WARRANTY DEFINITIONS:

- A. **Administrator** means Pro-Tec, the entity that is responsible for processing claims made under this Limited Warranty and requests for Transfer of this Limited Warranty. The Administrator may be contacted in writing at PO Box 307731, Gahanna, Ohio 43230 or by telephone at 1-800-486-4213 or 614-861-3300.
- B. **Company** means The Downey Company, Inc., the entity that is obligated to perform under this Limited Warranty.
- C. **Coverage** means the Pro-Tec Appearance Protection Product the Vehicle Owner purchased and the accompanying Limited Warranty coverage as shown on the Application page and the applicable Coverage Terms and Conditions.
- D. **Coverage Period** begins on the Pro-Tec Product Treatment Date and expires at midnight on the applicable date according to the time of the Coverage selected as stated on the Application page and under the applicable Coverage Terms and Conditions.
- E. **For as Long as You Own the New Vehicle** means the Coverage Period begins on the Pro-Tec Product Treatment Date and expires on the date the New Vehicle is declared a total loss, the date Vehicle Owner sells or otherwise transfers ownership of the New Vehicle to another person or entity (whichever occurs first) or, in the case of a lease, upon lease termination, or upon Vehicle Owners failure to complete the Lifetime Registration Acknowledgement.
- F. **New Vehicle** means a Vehicle sold or leased by the Dealer that is a current model year or one model year old, has less than 20,000 miles on the odometer as of the Vehicle Purchase/Lease Date, is used primarily for personal, family, and household purposes, and has the Pro-Tec Appearance Product(s) applied within thirty (30) days of the Vehicle Purchase/Lease Date.
- G. **Pro-Tec Protection Treatment Date** means the date that the applicable Pro-Tec Appearance Product is applied to the Vehicle.
- H. **Subsequent Owner** means an individual who purchases a New Vehicle from a New Vehicle Owner that is covered under this Limited Warranty and who uses the Vehicle primarily for personal, family, and household purposes.
- I. **Pre Owned Vehicle** means a Pre Owned (Used) Vehicle that is a current model year or up to nine (9) model years old as of the Vehicle Purchase/Lease Date, is used primarily for personal, family, and household purposes, and has had the Pro-Tec Appearance Product(s) applied prior to the Vehicle Owner's acceptance of delivery of the Vehicle from the Dealer. All other pre owned/used vehicles are not eligible for coverage under this Limited Warranty.
- J. **Vehicle Owner** means the Owner of a New Vehicle or Pre Owned Vehicle that is purchased or leased and used primarily for personal, family and household purposes.

COVERAGE TERMS AND CONDITIONS:

**PRO-TEC EXTERIOR PAINT PROTECTION: NEW VEHICLES - FOR AS LONG AS YOU OWN THE NEW VEHICLE
PRE OWNED VEHICLES - 6 YEARS**

Coverage: Company warrants to a New Vehicle Owner who purchases the **Pro-Tec Exterior Paint Protection** that for as long as you own the New Vehicle, and to a Pre Owned Vehicle Owner who purchases the **Pro-Tec Exterior Paint Protection** that for a period of six (6) years from the **Pro-Tec Exterior Paint Treatment Date**, if any exterior painted metal surface is damaged by weather induced acid rain, fading, chalking, loss of gloss, tree sap, bird droppings, insects, water spotting or road salt, Company will pay for the repair of the damaged portion of the exterior painted metal surface area of the Vehicle and for reapplication of the **Pro-Tec Exterior Paint Treatment** to the area repaired pursuant to this Limited Warranty.

Exclusions and Limitations: This Limited Warranty does not apply to: (1) Bumpers (front & rear); (2) paint damage caused by stone abrasions, chipping, dents, impact or collision damage, corrosion or surface rust, vandalism, fire, flood damage, neglect or abuse; (3) paint separating, peeling, blistering or bubbling, cracking or flaking; (4) paint damage on repaired or repainted parts unless **Pro-Tec Exterior Paint Treatment** is reapplied to the repaired or replaced parts within thirty (30) days of the date of repair; (5) paint damage caused by defective design, materials or workmanship in the manufacture of the Vehicle, documented and/or covered by manufacturer technical bulletins, written settlements, or policies from the manufacturer, or recall notices; (6) damage to exterior trim; (7) damage existing prior to the application of the **Pro-Tec Exterior Paint Treatment** and damage on parts or equipment that are not treatable with the **Pro-Tec Exterior Treatment** or that are installed after the Vehicle left the factory and/or Dealership; (8) paint damage to the panels or tailgate of a truck bed facing the inside of the trunk bed or on the floor panel of the bed; or (9) the chassis, rails, step bars, running boards or other attached accessories. **At no time during the term of this Limited Warranty shall payment for repairing and repainting arising from such damage exceed the current average wholesale value of the Vehicle according to the Used Car Trade-In Guide published by National Auto Research Publications, Inc. or another nationally recognized Used Car Guide which may be used by Company in its sole discretion to determine the wholesale value of the Vehicle. In addition, Company shall have no obligation whatsoever to repaint the damaged exterior painted metal surface area on a Pre Owned Vehicle.**

Vehicle Owner's Responsibilities: Vehicle Owner is required to maintain the Vehicle by regular washing and prompt use of touch-up paint on nicks and scratches, for regularly inspecting the Vehicle for damage, and for reapplication of **Pro-Tec Exterior Paint Treatment** on repainted surfaces. **Vehicle Owner must complete the Lifetime Registration Acknowledgement and submit claims within sixty (60) days of the onset or an occurrence of damage giving rise to a claim under this Limited Warranty in accordance with the "LIFETIME REGISTRATION AND CLAIMS PROCEDURES."**

Company's Repair Obligations: The repair obligation of Company shall be limited to buffing, detailing and reapplying the **Pro-Tec Exterior Paint Treatment** to each damaged exterior metal surface area during the Limited Warranty period. Company may, in its sole discretion, repair and repaint the damaged exterior painted metal surface on a New Vehicle only; but Company reserves the right to attempt to repair any such damage through professional detailing prior to repainting any surface. Company shall have no obligation whatsoever to repaint the damaged exterior painted metal surface area on a Pre Owned Vehicle. It shall be within the sole discretion of Company to determine and implement the repair. Company shall cause the service to be performed with reasonable promptness and quality; however, due to effects of aging and variations from the time of manufacture, it is not always possible to match paint colors of repaired components to the original colors of the Vehicle. **Company has no obligation for reimbursement of transportation or inconvenience costs during time of repair.**

Transferability: The Limited Warranty for Pro-Tec Exterior Paint Protection is transferable by the original New Vehicle Owner Only - Please see "HOW TO TRANSFER."

The Limited Warranty for Pro-Tec Exterior Paint Protection is **NON-RENEWABLE** and **NON-CANCELLABLE**.

**PRO-TEC RUST PROTECTION: NEW VEHICLES - FOR AS LONG AS YOU OWN THE NEW VEHICLE
PRE OWNED VEHICLES - 6 YEARS**

PRO-TEC RUST TREATMENT IS APPLIED TO THE FOLLOWING AREAS OF THE VEHICLE: FENDERS, HOOD, DOOR PANELS, TRUNK, LIFT GATE, AND ROCKER PANELS.

Coverage: Company warrants to a New Vehicle Owner who purchases the **Pro-Tec Rust Protection** that for as long as you own the New Vehicle, and to a Pre Owned Vehicle Owner who purchases the **Pro-Tec Rust Protection** that for a period of six (6) years from the **Pro-Tec Rust Treatment Date**, should any area of the Vehicle listed above be damaged by rust, Company will pay for the repair and painting of the damaged portion of the Vehicle, and for reapplication of **Pro-Tec Rust Treatment**.

Exclusions and Limitations: This Limited Warranty does not apply to: (1) unpainted exterior metal surfaces of the Vehicle, including, but not limited to, the exhaust system and chrome plated trim; (2) rust damage due to defective design, materials or workmanship in the manufacture of the Vehicle, documented and/or covered by manufacturer technical bulletins, written settlements, or policies from the manufacturer, or recall notices; (3) rust resulting from external body damage, including, but not limited to, stone chips on paint, impact or collision damage, vandalism, flood damage, neglect or abuse; (4) damage to the bumper, undercarriage, inside areas of wheel wells, chassis, rails, step bars, running boards or other attached accessories, and/or to bedside panels and components; (5) damage existing prior to the application of the **Pro-Tec Rust Treatment** and damage on parts or equipment that are not treatable with the **Pro-Tec Rust Treatment** or that are installed after the Vehicle left the factory or Dealership; or (6) repaired or replaced parts, unless the repaired/replaced parts are identical to the original equipment manufacturer's parts and the **Pro-Tec Rust Treatment** is reapplied to the repaired or replaced parts within thirty (30) days of the date of repair. **At no time during the term of this Limited Warranty shall payment for repairing and repainting arising from such damage exceed the current average wholesale value of the Vehicle according to the Used Car Trade-In Guide published by National Auto Research Publications, Inc. or another nationally recognized Used Car Guide which may be used by Company in its sole discretion to determine the wholesale value of the Vehicle.**

Vehicle Owner's Responsibilities: Vehicle Owner is required to maintain the Vehicle by regular washing and prompt use of touch-up paint on nicks and scratches, for regularly inspecting the Vehicle for damage, and for reapplication of **Pro-Tec Rust Treatment** on repainted surfaces. **Vehicle Owner must complete the Lifetime Registration Acknowledgement and submit claims within sixty (60) days of the onset or an occurrence of damage giving rise to a claim under this Limited Warranty in accordance with the "LIFETIME REGISTRATION AND CLAIMS PROCEDURES."**

Company's Repair Obligation: The repair obligation of the Company shall be limited to repairing, repainting and reapplying the **Pro-Tec Rust Treatment** to each rusted surface area during the Limited Warranty period. It shall be within the sole discretion of the Company to determine and implement the repair. The Company shall cause the repair and painting service to be performed with reasonable promptness and quality; however, due to the effects of aging and variations from the time of manufacture, it is not always possible to match paint colors of repaired components to the original colors of the Vehicle. **Company has no obligation for reimbursement of transportation or inconvenience costs during time of repair.**

Transferability: The Limited Warranty for Pro-Tec Rust Protection is transferable by the original New Vehicle Owner Only - Please see "HOW TO TRANSFER."

The Limited Warranty for Pro-Tec Rust Treatment is **NON-RENEWABLE** and **NON-CANCELLABLE**.

**PRO-TEC STANDARD INTERIOR PROTECTION: NEW VEHICLE – FOR AS LONG AS YOU OWN THE NEW VEHICLE
PRE OWNED VEHICLE - 6 YEARS**

Coverage: Company warrants to a New Vehicle Owner who purchases the **Pro-Tec Standard Interior Protection** that for as long as you own the New Vehicle, and to a Pre Owned Vehicle Owner who purchases the **Pro-Tec Standard Interior Protection** that for a period of six (6) years: (1) If the **fabric** of the seats become stained as a result of normal spills of water, coffee, sodas, milk, baby oil, lubricating oil, or greasy products (such as mayonnaise, lipstick, makeup, and crayons), chewing gum, bodily fluids, urine, or vomit, Company will pay for cleaning and/or repairing (at the sole discretion of Company) the damaged area of the fabric of the Vehicle and for reapplication of the **Pro-Tec Interior Treatment**; (2) If the **carpeted areas**, excluding floor mats, become stained as a result of normal spills of water, coffee, sodas, milk, baby oil, lubricating oil or greasy products (such as mayonnaise, lipstick, makeup, and crayons), chewing gum, body fluids, urine or vomit, Company will pay to clean and/or to dye the damaged areas of the carpet and for reapplication of the **Pro-Tec Interior Treatment**; and (3) If a **leather or vinyl** dash, arm rest, seat or console becomes cracked, faded, discolored or damaged by ultra-violet rays of the sun, Company will pay for the repair of the damaged area of leather/vinyl and for reapplication of the **Pro-Tec Interior Treatment**.

Exclusions and Limitations: This Limited Warranty does not apply to: (1) stains or damage caused by acid, dyes, bleaches, inks, tar, or other corrosive substances; (2) materials which have been ripped, torn, punctured, burned or subjected to vandalism, impact or collision damage, flood damage, neglect or abuse; (3) stains or fading due to modification or alterations of fabric, carpet or vinyl/leather surfaces; (4) surface wear or natural creases in leather or vinyl surfaces, fading due to manufacturing imperfections or due to normal wear and tear; (5) damage to steering wheels or side door storage compartments; (6) damage existing prior to the application of the **Pro-Tec Interior Treatment**; (7) general cleaning and maintenance of the Vehicle's fabric, car seated areas or leather/vinyl surfaces; and (8) repaired fabric, car seated areas and leather or vinyl surfaces, unless the **Pro-Tec Interior Treatment** is reapplied to the repaired areas within thirty (30) days of the date of repair.

Vehicle Owner's Responsibilities: Vehicle Owner is required to maintain the Vehicle by regularly cleaning the interior fabric, carpet, and leather/vinyl surfaces and for vacuuming carpeted areas, for regularly inspecting the Vehicle for damage, and for reapplication of the **Pro-Tec Interior Treatment as necessary**. **Vehicle Owner must complete the Lifetime Registration Acknowledgement and submit claims within sixty (60) days of the onset or an occurrence of damage giving rise to a claim under this Limited Warranty in accordance with the "LIFETIME REGISTRATION AND CLAIMS PROCEDURES."**

Company's Repair Obligations: The repair obligation of the Company shall be limited to cleaning and/or repairing and reapplying the **Pro-Tec Interior Treatment** to the damaged fabric or vinyl/leather surfaces of the Vehicle and to cleaning and/or dying and reapplying the **Pro-Tec Interior Treatment** to the damaged interior carpeted area(s) of the Vehicle. Company reserves the right to attempt to remove any stain through professional cleaning prior to repairing any affected surface. It shall be within the full discretion of the Company to determine and implement the repair. Company shall use its best efforts to have the cleaning, repair and/or reapplication services performed with reasonable care and quality; however, it is not always possible to match interior fabric, vinyl/leather or carpet colors of repaired portions of the Vehicle interior to the original colors or to remove a stain without slight discoloration. **Company has no obligation for reimbursement of transportation or inconvenience costs during time of repair.**

Transferability: The Limited Warranty for Pro-Tec Standard Interior Protection is transferable and renewable for original New Vehicle Owner Only - Please see "HOW TO TRANSFER."

The Limited Warranty for Pro-Tec Standard Interior Protection is **NON-RENEWABLE** and **NON-CANCELLABLE**.

**PRO-TEC ULTIMATE INTERIOR PROTECTION: NEW VEHICLES - FOR AS LONG AS YOU OWN THE NEW VEHICLE
PRE OWNED VEHICLES - 6 YEARS**

Coverage: Company warrants to New Vehicle Owner who purchases the **Pro-Tec Ultimate Interior Protection** that for as long as you own the New Vehicle, and to a Pre Owned Vehicle Owner who purchases the **Pro-Tec Ultimate Interior Protection** that for a period of six (6) years from the **Pro-Tec Interior Protection Treatment Date**, if (1) a rip or tear occurs that does not exceed a length of three (3) inches; or (2) a puncture occurs that does not exceed a circumference of one (1) inch; or (2) a burn hole occurs that does not exceed the size of a typical cigarette/cigar burn to the interior fabric, leather or vinyl covered areas of the Vehicle, the damaged area will be repaired.

Exclusions and Limitations: This Limited Warranty does not apply to rips or tears, punctures or burns to the interior fabric, leather and/or vinyl that: (1) occurs prior to or during delivery of the Vehicle to Vehicle Owner; (2) arises out of or is caused by vandalism, impact or collision damage, flood damage, neglect or abuse; or manufacture defects (i.e. fabric shredding, improper vinyl and/or leather adhesion); (3) occurs to the steering wheel or side door storage compartment; (4) is caused by illegal substances; (5) is larger than a typical cigarette/cigar burn; (5) is a puncture with a circumference that exceeds one (1) inch; (6) is a rip and/or tear that exceeds a distance of three (3) inches; (7) existed prior to the application of the **Pro-Tec Interior Treatment**; and (8) is repaired unless the **Pro-Tec Interior Treatment** is reapplied to the repaired fabric, leather or vinyl area within thirty (30) days of the date of repair.

Vehicle Owner's Responsibilities: Vehicle Owner is required to maintain the Vehicle by regularly cleaning the interior upholstery (including any fabric and leather and vinyl surfaces), for regularly inspecting the Vehicle for damage, and for reapplication of the **Pro-Tec Interior Treatment as necessary**. **Vehicle Owner must complete the Lifetime Registration Acknowledgement and submit claims within sixty (60) days of the onset or an occurrence of damage giving rise to a claim under this Limited Warranty in accordance with the "LIFETIME REGISTRATION AND CLAIMS PROCEDURES."**

Company's Repair Obligations: The repair obligation of the Company is to repair burns the size of a typical cigarette/cigar burn; punctures limited to a circumference not to exceed one (1) inch; and/or tears and rips limited to a distance of three (3) inches. The repair obligation of the Company shall be limited to repairing the covered damaged fabric or vinyl/leather surfaces of the Vehicle and to reapplying the **Pro-Tec Interior Treatment** to the repaired surface(s) of the Vehicle. It shall be within the full discretion of the Company to determine and implement the repair. Company shall use its best efforts to have the repair and reapplication services performed with reasonable care and quality; however, it is not always possible to match interior fabric, leather or vinyl colors of repaired portions of the Vehicle interior to the original colors. **Company has no obligation for reimbursement of transportation or inconvenience costs during time of repair.**

Transferability: The Limited Warranty for Pro-Tec Ultimate Interior Protection is transferable by the original New Vehicle Owner Only - Please see "HOW TO TRANSFER."

The Limited Warranty for Pro-Tec Ultimate Interior Protection is **NON-RENEWABLE** and **NON-CANCELLABLE**.

LIFETIME REGISTRATION AND CLAIMS PROCEDURES (APPLIES TO ALL COVERAGES):

Lifetime Registration Acknowledgement (New Vehicle Owners Only): In order to remain eligible for Coverages under an applicable Limited Warranty for As Long As You Own the New Vehicle, New Vehicle Owners must confirm ownership of the New Vehicle at least one hundred eighty (180) days prior to the five (5) year anniversary of the Pro-Tec Product Treatment Date and at least one hundred eighty (180) days prior to every five (5) year anniversary thereafter (i.e. 180 days prior to the 5th year anniversary of the Pro-Tec Product Treatment Date and then 180 days prior to the 10th, 15th, 20th, etc. year anniversary thereafter). To confirm ownership of the New Vehicle, Vehicle Owner must visit www.getprotec.com and complete the Lifetime Registration Acknowledgement and submit it online, or print it and send it by certified mail to The Downey Co., 132 Mill St. Suite 200 Columbus, OH 43230.

Special Claims Procedure Notice: An inspection of the Vehicle may be conducted within thirty (30) days of receipt by Administrator of a Claim if Vehicle Owner follows the **CLAIMS PROCEDURE** and makes the Vehicle available for inspection during this time period. The inspection shall take place in the County where Vehicle Owner purchased/leased the Vehicle or in the County where Vehicle Owner resides, as determined in the sole discretion of the Administrator. Vehicle Owner will be notified in writing within ten (10) business days of the inspection whether the Claim will be allowed or denied.

A Claim will only be paid to the original New Vehicle Owner or Pre Owned Vehicle Owner or first Subsequent Owner of a New Vehicle during the applicable Coverage Period with a properly registered and/or transferred Limited Warranty and if the Vehicle Owner follows these Claims Procedure instructions:

- (1) Damage, once begun, may greatly worsen unless repairs are promptly made. In order to reasonably minimize any damage that might occur, Vehicle Owner must give notice of the Claim under this Limited Warranty within sixty (60) days of the onset or occurrence of damage to the Vehicle by calling Customer Assistance at 1-800-486-4213 or 614-861-3300 and speaking with a Representative in the Administrator's Warranty Claims Department, or by filing a Claim online at www.getprotec.com;
- (2) Upon receiving written notice of receipt of the Claim from the Administrator, Vehicle Owner must mail to the Administrator a copy of the original Limited Warranty document for validation and a written statement that sets forth in detail the nature of the Claim;
- (3) Upon request, provide Administrator with a written estimate of the cost to repair the reported damage;
- (4) Permit the Administrator, Company or their authorized agents to inspect the damaged areas of the Vehicle prior to authorization of the repairs; and
- (5) Permit the damage to be repaired as directed by the Administrator.

IMPORTANT NOTICE: Failure to report damage within sixty (60) days of onset or occurrence of damage will relieve the Company of all of its obligations under this Limited Warranty for the resulting damage. Any repairs undertaken without prior authorization from Company or contrary to the directions of the Company will not be covered under this Limited Warranty and shall relieve the Company of all of its obligations under this Limited Warranty for the damage resulting from said occurrence.

HOW TO TRANSFER:

Eligibility: The following Limited Warranties are transferable for New Vehicle Owners Only: **(1) Pro-Tec Exterior Paint Protection; (2) Pro-Tec Rust Protection; (3) Pro-Tec Standard Interior Protection and (4) Pro-Tec Ultimate Interior Protection.** The original New Vehicle Owner may transfer the Limited Warranty to the first Subsequent Owner of the Vehicle if the Vehicle is no more than four (4) years old at the time of transfer and will be used primarily for personal, family and household purposes.

How to Transfer this Limited Warranty to a Subsequent Owner: In order to transfer this Limited Warranty, the New Vehicle Owner must send a transfer fee of One Hundred Seventy-Five Dollars (\$175) to the Administrator together with the original Limited Warranty and the name, address and telephone number of the Subsequent Owner of the Vehicle within sixty (60) days of the date of sale of the Vehicle. Administrator will mail the Subsequent Owner verification of the transfer of the Limited Warranty within thirty (30) days of its receipt of the transfer fee and documentation. If the Subsequent Owner does not receive the verification of transfer within this time period, the Subsequent Owner should contact the Administrator. The duration of the Limited Warranty upon transfer to the first Subsequent Owner is for three (3) years from the date of transfer of the Vehicle to the Subsequent Owner of the Vehicle. The Administrator may, at its sole discretion, require an inspection of the Vehicle, a cleaning of the Vehicle, and reapplication of any applicable Pro-Tec Appearance Products to the Vehicle before transfer is complete.

Transferability Exclusions: Pre Owned Vehicle Owners and Subsequent Owners of New Vehicles are not eligible to transfer this Limited Warranty. This Limited Warranty may not be transferred to another vehicle or to any person or entity in the business of buying, selling or leasing motor vehicles.

The purchase of Pro-Tec Appearance Products and the related Limited Warranties are **NON-CANCELLABLE**. NO REFUNDS WILL BE GIVEN.

WARRANTY DISCLAIMER: NEITHER THE COMPANY NOR THE ADMINISTRATOR SHALL HAVE ANY OTHER LIABILITY OR OBLIGATION OF ANY NATURE WHATSOEVER ARISING OUT OF THIS EXPRESS LIMITED WARRANTY. ANY IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ACCOMPANYING THE SALE OF PRO-TEC APPEARANCE PRODUCTS ARE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. THIS LIMITED WARRANTY DOES NOT COVER LOSS OF USE OF THE VEHICLE OR RENTAL CAR EXPENSES OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS LIMITED WARRANTY IS GRANTED FOR THE SOLE BENEFIT OF THE VEHICLE OWNER AND SUCH TRANSFEREE AS PERMITTED. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations in how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

ARBITRATION PROVISION: VEHICLE OWNER, COMPANY AND ADMINISTRATOR AGREE TO SUBMIT ANY DISPUTE BETWEEN THEM OR CLAIM ARISING UNDER THIS AGREEMENT TO ARBITRATION IN ACCORDANCE WITH THE RULES OF CONDITIONALLY BINDING ARBITRATION OF THE BETTER BUSINESS BUREAU OF CENTRAL OHIO (BBB) IN EFFECT AT THE TIME OF INITIATION OF ARBITRATION. AN ARBITRATOR WILL BE SELECTED IN ACCORDANCE WITH THE BBB'S RULES. **THIS AGREEMENT TO ARBITRATE AFFECTS IMPORTANT LEGAL RIGHTS.** NONE OF THE PARTIES WILL BE ABLE TO GO TO COURT TO RESOLVE DISPUTES BEFORE ARBITRATING THEM. THE DECISION OF THE ARBITRATOR WILL BE LEGALLY BINDING ONLY WHEN THE VEHICLE OWNER ACCEPTS THE DECISION AND SUBJECT TO ANY STATE OR FEDERAL LAW THAT MAY PROVIDE A LIMITED RIGHT OF REVIEW. THE ARBITRATOR MAY AWARD ANY REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY, UNDER FEDERAL LAWS, AND UNDER THE STATE OF OHIO LAWS. VEHICLE OWNER WILL NOT HAVE TO PAY AN INITIAL FILING FEE OR OTHER FEES FOR THE BBB'S ARBITRATION PROCEEDINGS. EACH PARTY MAY PRESENT THEIR OWN CASE OR HAVE SOMEONE REPRESENT THEM. VEHICLE OWNER, COMPANY AND ADMINISTRATOR ARE RESPONSIBLE FOR PAYING THEIR OWN FEES FOR LEGAL COUNSEL OR ANY OTHER REPRESENTATIVE HIRED TO REPRESENT THEM. THE BBB WILL PREPARE AN AGREEMENT TO ARBITRATE THAT BRIEFLY DESCRIBES THE NATURE OF THE DISPUTE AND THE DECISION SOUGHT, A COPY OF WHICH WILL BE PROVIDED TO THE PARTIES. THE BBB WILL SET A TIME AND PLACE FOR THE ARBITRATION HEARING, WITH DUE REGARD FOR THE CONVENIENCE OF THE PARTIES AND THAT OF THE ARBITRATOR AND WILL NOTIFY THE PARTIES IN ADVANCE. THE PARTIES WILL BE GIVEN AN OPPORTUNITY TO MAKE A PERSONAL PRESENTATION OF THEIR CASE AND MAY PRESENT WITNESSES AND EVIDENCE AT THE HEARING. AFTER THE HEARING, THE BBB WILL MAIL A WRITTEN DECISION ACCOMPANIED BY THE ARBITRATOR'S REASONS FOR THE DECISION. **THE BETTER BUSINESS OF CENTRAL OHIO IS LOCATED AT 1169 DUBLIN ROAD, COLUMBUS, OHIO 43215. MORE INFORMATION ABOUT THE BBB ARBITRATION PROCESS AND/OR A COPY OF THE WRITTEN PROCEDURES CAN BE OBTAINED AT WWW.BBB.ORG OR BY CALLING THE BBB OF CENTRAL OHIO AT (614) 486-6336.**