

# Aftercare

## Surface Protection Limited Product Warranty Motorcycle, Scooter, ATV, UTV, Snowmobile, Golf Car

Contract # \_\_\_\_\_

CW27JAYA

Today's Date \_\_\_\_\_

<b>Customer Information</b>	First Name	Middle Initial	Last Name
	Address	Home Phone	Work Phone
	City	State	Zip
<b>Issuing Dealer</b>	Dealership Name		Phone Number
	Dealership Address		Dealer #
<b>Limited Warranty Information</b>	60 Months	Unlimited	Zero
	Agreement Term	Mileage Term	Deductible
	Product Line	Plan Code	Vehicle Sale Date
<b>Vehicle Information</b>	Year	Mfgr	Model
	VIN	Condition	Vehicle Sale Price

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

**PLEASE READ THIS LIMITED WARRANTY CAREFULLY. THIS LIMITED WARRANTY TAKES THE PLACE OF ANY OTHER WRITTEN OR ORAL STATEMENTS MADE TO YOU ABOUT YOUR COVERAGE UNDER THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS NOT AN INSURANCE POLICY. AFTERCARE DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SURFACE PROTECTION PRODUCTS OR THEIR APPLICATION THAT IS NOT CONTAINED IN THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS BEING PROVIDED TO YOU AT NO COST.**

**SUMMARY OF LIMITED WARRANTY COVERAGE**

This Limited Warranty is between You, the customer whose name appears at the top of this page, and Us, Aftercare, Inc. It covers the following Surface Protection Products applied to Your Vehicle: Aftercare Solutions Paint Protection and Aftercare Solutions Leather Guard. We will pay to repair Treated Surfaces of Your Vehicle which are damaged due to the failure of the Surface Protection Products to work as intended to prevent a Covered Condition, subject to the exclusions listed on page 2 and all other terms and conditions of this Limited Warranty. Aftercare does not assume any liability for the proper application of the Surface Protection Products or damage caused by improper application.

**COVERED CONDITIONS**

The following are the Covered Conditions which the Surface Protection Products are intended to prevent:

- Fading, chalking or loss of gloss due to sun exposure to the paint, fiberglass or chrome (including chrome installed by the Dealer on the Vehicle Sale Date).
- Damage caused by weather induced acid rain, bird droppings, tree sap, road salt, insects (including love bugs) to painted surfaces.
- Pitting, flaking, bubbling to chrome surfaces.
- Fading, cracking, and staining to leather and vinyl surfaces (including saddle bags installed by the Dealer on the Vehicle Sale Date due) to normal day to day spills of products intended for human consumption, such as soda, coffee, and fast food.

## LIMITATION ON IMPLIED WARRANTIES AND INCIDENTAL OR CONSEQUENTIAL DAMAGES

The duration of any implied warranties are limited to the duration of this Limited Warranty. This Limited Warranty does not cover incidental, consequential damages, or punitive damages. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You.

## TERM

This Limited Warranty begins on the Applied Date identified at the top of page 1 and expires 60 months after the Applied Date.

## NON-TRANSFERABLE

This Limited Warranty is not transferable. It covers only the Vehicle identified at the top of page 1 while it is owned by You.

## LIMITS OF LIABILITY

The maximum amount we will pay for all repairs during the Term of this Limited Warranty is \$5,000 or the Vehicle Sale Price, whichever is less. The maximum amount we will pay for any single warranty claim shall not exceed the average trade-in value of the Vehicle at the time the Damage occurs, as determined by standard manuals for establishing vehicle value, or \$5,000, whichever is less. We will not pay for any economic loss or extra expense, including (without limitation) payment for the loss of time or lost wages, inconvenience, storage, loss of Vehicle use, lodging, meals or other travel expenses.

## GENERAL TERMS AND CONDITIONS

1. You must maintain the Vehicle in accordance with the Manufacturer's stated periodic maintenance requirements which can be found in the Vehicle Owner's Manual.
2. You must regularly clean the Treated Surfaces of the Vehicle.
3. You must protect the Treated Surfaces of the Vehicle from the elements by storing the Vehicle in a covered, protected area.
4. If the Vehicle is exposed to harsh conditions, harsh weather, or any of the events listed in the Covered Conditions section of this Limited Warranty, you must have the Vehicle cleaned as soon as is reasonably possible to prevent damage.
5. If you discover damage to the Vehicle, you must make every effort to prevent further damage to the Vehicle.
6. You must report any damage to Aftercare within 30 days of its occurrence.

## CLAIM PROCEDURE

To report a claim, follow these steps:

1. Bring the Vehicle to the Dealer or another Authorized Repair Facility. Contact Aftercare at (800) 832-3237 if you need help locating an Authorized Repair Facility. Aftercare will only cover claims for repairs performed by an Authorized Repair Facility.
2. Protect the Vehicle from further damage. We may deny coverage for damage caused by Your failure to protect the Vehicle from further damage.
3. Show the Authorized Repair Facility the Damage and, if possible, identify the Covered Condition that caused the Damage.
4. We will determine if the claim is covered. If the claim is covered, We will determine the appropriate Remedy to repair the Damage, provide the Authorized Repair Facility with a Claims Authorization Number, and authorize them to perform repairs. The Authorized Repair Facility is required to obtain approval from Aftercare prior to performing any repair, and You may not arrange for repair work to begin on Your Vehicle before We provide a Claims Authorization Number. If You arrange for repair work to begin before We authorize the repair, We will deny coverage.

## EXCLUSIONS

This Limited Warranty does not cover:

1. Damage caused by normal wear and tear.
2. Damage caused by operation or maintenance other than as recommended by the Manufacturer, including but not limited to: abnormal strain (including operation in swampy, boggy or flooded conditions), neglect, abuse, misuse, or improper transportation.
3. Damage caused by a defect or failure which is documented by any manufacturer's recall or bulletin related to materials and workmanship during manufacture, written recall notices, bulletins, policies or settlements.
4. Damage caused by any condition or circumstance not specifically listed under the section titled Covered Conditions.
5. Windshield damage of any kind including but not limited to chips, stress cracks, other cracks regardless of length, width or total size.
6. For leather/vinyl Treated Surfaces, damage caused by: a) manufacturer defects causing staining or fading, b) burned, torn or ripped material, c) corrosive materials, bleaches, acids, dyes, or inks or stains or fading caused by these materials, d) alterations or modifications to the seats or leather/vinyl surfaces causing fading or staining, e) staining from water, f) damage due to sun exposure including fading, peeling and cracking, g) failure to take reasonable care. .
7. Damage caused by water, sand and/or corrosion, stone abrasions, rust or surface rust, chipping, flaking, cracking or separating of paint, or salt water corrosion.
8. Damage to untreated, repaired or repainted surfaces, to which the Surface Protection Product has not been applied.
9. Damage or discoloration caused by leaking fluids or chemical including but not limited to leaking batteries, battery acid, automotive fluids, chlorine, bleach, tar, swamp water, lake weed, sea weed, algae, mold, underwater organisms, submersion, barnacles, nail polish, nail polish remover.
10. Scratches, nicks, dents, trim items, lenses, stitching.
11. Damage caused by theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, an object striking the Vehicle, impact or collision, accident or Acts of God.
12. Damage to custom aftermarket paint.
13. Damage caused at least in part by an excluded condition, even if a Covered Condition also contributed to the damage.
14. Damage caused by improper storage.
15. Damage to commercial vehicles and to the Vehicle while it is being used for commercial purposes (e.g. rental, delivery, hauling for hire, police or emergency services).
16. Adjustments, tune-ups, maintenance, parts or labor.
17. Damage caused by the failure to comply with the General Terms and Conditions of this Limited Warranty.
18. Damage cause by anything other than a Covered Condition.
19. Damage that is not reported within 30 days of its occurrence.
20. Damage caused by a pre-existing condition.

## DEFINITIONS

Warrantor, Our, Us, We: Aftercare, Inc. 126 E. Dyer Road Suite A Santa Ana, CA 92707.

Authorized Repair Facility: the Dealer or another facility authorized by Aftercare, in advance of repair work, to perform repairs.

Dealer: the dealership whose name appears at the top of page 1 of this Limited Warranty in the section titled Issuing Dealer.

Vehicle or Your Vehicle: the vehicle listed on page 1 of this Limited Warranty.

Remedy: the cleaning, rebuffering, repairing or repainting of the paint, fiberglass or chrome on Your Vehicle followed by the reapplication of the Surface Protection Product and/or the cleaning, repairing or reupholstering of the leather or vinyl on Your Vehicle followed by re-application of the Surface Protection Product. Aftercare has sole discretion in determining which Remedy to use under this Limited Warranty.

Surface Protectant Product(S): the product(s) – Aftercare Solutions Paint Protection and Aftercare Solutions Leather Guard applied to Your Vehicle that are designed to protect Your Vehicle from Damage.

Treated Surfaces: the paint, chrome, leather or vinyl parts of Your Vehicle which are treated with the Surface Protectant Products.

You, Your: the owner of the Vehicle whose name and address appear in the Customer Information section at the top of page 1.

**INSURANCE STATEMENT**

Our obligations to perform under this Limited Warranty are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin. In California, the Warrantor is insured under an insurance policy issued by the Response Indemnity Company of California, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In Georgia, the Warrantor is insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In New York and Wisconsin, the Warrantor is insured under an insurance policy issued by the Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In Rhode Island, the Warrantor is insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, (800) 888-2738.

IF THE WARRANTOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER YOU PROVIDE PROOF OF LOSS COVERED BY THIS LIMITED WARRANTY, OR IF THE WARRANTOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS LIMITED WARRANTY, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

LEGAL RIGHTS NOTICE: THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING AFTERCARE SOLUTIONS SURFACE PROTECTANT PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. AFTERCARE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AFTERCARE DOES NOT AUTHORIZE ANY PERSON, ENTITY, OR FACILITY TO CREATE FOR IT ANY OTHER WARRANTY, OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. In addition, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

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