

Windshield Protection Product Guarantee

CLAIM AUTHORIZATION: 1-800-810-8458

GUARANTEE NUMBER

	PURCHASER INFO	ORMATION		VEHICLE II	NFORMATI	ON	
CUSTOMER NAME			YEAR	MAKE	MODEL		
ADDRESS			VEHICLE IDENTIFICA	I ION NUMBER			
CITY	STATE	ZIP	PRODUCT PURCHAS	E PRICE			
HOME PHONE	WO	RK PHONE	DATE OF APPLICATIO	DN			
		SELLIN	G DEALER INFORMATIC	N			
SELLING DEALER			ADDRESS				
DEALER PHONE NU	IMBER		CITY	Ś	STATE	ZIP	

TERM:

_____YEARS

Note: If a Protection Product Guarantee Term is not listed above, a three (3) year term will apply.

DIAMON-FUSION[®] WINDSHIELD PROTECTION SEALANT

□ Windshield Repair Sealant □ Windshield Repair or Replacement Sealant

Luxury/OEM/Rain Sensor Windshield Sealant Surcharge (not applicable on Windshield Repair Sealant)

WHAT TO DO IN THE EVENT OF A CLAIM

BEFORE SERVICES ARE PERFORMED OR ANY REPAIRS ARE MADE TO THE VEHICLE, YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE ADMINISTRATOR. FAILURE TO DO SO WILL RESULT IN THE CLAIM BEING DENIED. YOU MAY CONTACT THE ADMINISTRATOR AT:

NATIONAL WARRANTY ADMINISTRATION NETWORK, LLC. P.O. BOX 30308, CLEVELAND, OHIO 44130

1-800-810-8458

PROTECTION PRODUCT GUARANTEE ONLY APPLIES TO THE PROTECTANTS CHECKED ABOVE. IF THE BOX IS NOT CHECKED, THE **GUARANTEE** DOES NOT APPLY TO **YOU.**

Protection Product Guarantee: This Protection Product Guarantee contains the benefits for the selected protection products You have purchased for Your Vehicle. Please read the terms and conditions of this Guarantee to ensure that Your Owner's Obligations are met. This Guarantee will only remain valid provided all the terms and conditions and Owner's Obligations are fulfilled. This Guarantee applies from date of treatment of the purchased protectant to the treated surface provided Your Owner's Obligations are satisfied.

THESE GUARANTIES ARE THE ONLY EXPRESSED GUARANTIES APPLICABLE TO THE PRODUCTS SELECTED FOR THIS **VEHICLE**. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS APPLICABLE TO PAINTED SURFACE DETERIORATION OF FABRIC, CARPET OR LEATHER DAMAGE IS LIMITED TO THE DURATION OF THESE GUARANTIES.

The Obligations of the Provider under this Protection Product Guarantee are insured under an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. You may file a claim directly with the insurance company at anytime. Please call 1-866-306-6694 for instructions.

I HAVE READ THE FRONT AND BACK OF THIS DOCUMENT AND UNDERSTAND THE TERMS AND CONDITIONS PROVIDED UNDER THIS **GUARANTEE**. THIS PROTECTION PRODUCT **GUARANTEE** IS NOT AN INSURANCE POLICY. THIS **GUARANTEE** MAY NOT INCLUDE ALL OF THE BENEFITS OR PROTECTIONS OF AN INSURANCE POLICY ISSUED BY AN INSURER AUTHORIZED TO DO BUSINESS IN THIS STATE.

OWNER'S SIGNATURE:	DATE:
DEALER'S SIGNATURE:	DATE:
FOR PROTECTION PRODUCT GUARANTEE INFORMATION.	CLAIMS AND ADJUSTMENTS, CONTACT: NATIONAL WARRANTY ADMINISTRATION NETWORK, LLC, P.O. BOX 30935, CLEVELAND, OHIO 44130 1-800-810-8458

KEY TERMS

(when used, Key Terms will appear in dark print)

"Protection Product Guarantee" or "Guarantee" means this form, which describes the benefits under this Protection Product Guarantee. "Administrator" means National Warranty Administration Network, LLC. You may contact the Administrator at any time to have questions answered or to receive assistance in filing a claim.

"Selling Dealer" means the business identified on the front of this document that sold the sealant application to You.

"Vehicle" means the covered Vehicle identified on the front of this document on which this Protection Product Guarantee was issued or to which this Guarantee has been properly transferred.

"We", "Us", "Our", "Distributor" and "Provider" means National Warranty Administration Network, LLC., who is the Distributor of this product and the obligor under this Guarantee.

"You or Your" means the customer who purchased this sealant application for the Vehicle.

"Limits of Liability" means the maximum dollar amount that will be rendered for service relating to this Protection Product Guarantee.

Diamon-Fusion[®] Windshield Repair Sealant Protection: We hereby guarantee You that by applying the Diamon-Fusion[®] Windshield Protection Sealant to the windshield of Your Vehicle that it will assist in preventing cracks, chips and stars due to Road Hazard. We agree to cover the cost of repairs to the front windshield if it is cracked, chipped or starred due to road hazard. This Guarantee does not cover damage due to collision or any other type of damage except road hazard (e.g. rocks, stones or any other type of damage caused by road debris while driving). If the cracks, chips and stars due to road hazard cannot be repaired, the replacement of the glass is not covered if You have selected only the Windshield Repair Sealant on the front page of this agreement.

Diamon-Fusion[®] Windshield Repair or Replacement Protection: We hereby guarantee You that by applying the Diamon-Fusion[®] Windshield Protection Sealant to the windshield of Your Vehicle that it will assist in preventing cracks, chips and stars due to Road Hazard. We agree to cover the cost of repair to the front windshield if it is cracked, chipped or starred due to road hazard. In the event the windshield cannot be repaired, We agree to replace the front windshield if it is cracked, chipped or starred due to road hazard. In the event the windshield cannot be repaired, We agree to replace the front windshield if it is cracked, chipped or starred due to road hazard. This Guarantee does not cover damage due to collision or any other type of damage except road hazard (e.g. rocks, stones or any other type of damage caused by road debris while driving). In the event that the Luxury/OEM/Rain Sensor Windshield Sealant Surcharge box is <u>not</u> checked on the front of this Guarantee, the windshield will only be replaced with a standard replacement windshield. The Luxury/OEM/Rain Sensor Windshield Sealant Surcharge provides for the replacement with OEM glass and/or rain sensor glass.

TERMS AND CONDITIONS

The terms and conditions of this Guarantee cannot be altered unless in writing by Us. This Guarantee specifically excludes Us from liability for incidental or consequential damages occasioned by use of the protectant products.

CLAIMS PROCEDURES:

1. Take Your Vehicle back to Your Selling Dealer within seven (7) days of noticing any damages that would be covered under Your Protection Product tee, have the Selling Dealer prepare a claim form and a written estimate. Damage over five hundred dollars (\$500) requires a second written estimate and pictures of the damaged area.

2. If You are twenty five (25) miles or more away from Selling Dealer and unable to return Your Vehicle to the Selling Dealer. We suggest You arrange for repairs with a dealership that sells the make of Your Vehicle (Please note: The Vehicle must be repaired by a licensed repair facility and Administrator reserves the right to inspect any Vehicle and/or request relocation to a service facility of our choice before authorization of any repairs).

3. Call Administrator at 1-800-810-8458 to submit a claim or mail the above claim form information to P.O. Box 30308, Cleveland, Ohio 44130.

4. Administrator will give You authorization to have the repair made when the claim is approved. Administrator reserves the right to inspect any damage being claimed. Any repairs made on claims prior to receiving authorization will be denied.

5. Once a repair or replacement has been performed, You must arrange to have the Diamon-Fusion^o Windshield Protection Sealant reapplied to Your Vehicle. Failure to reapply the Diamon-Fusion^o Windshield Protection Sealant to Your Vehicle may result in future claim denial. Contact Your Selling Dealer to arrange for reapplication of the Diamon-Fusion^o Windshield Protection Sealant at no cost to You.

LIMITATION OF BENEFITS: This Guarantee does not cover damage existing prior to the treatment of the product or damage caused by vandalism, collision, or similar accident; fire or other natural casualties.

LIMITS OF LIABILITY: The maximum amount payable per Vehicle while this Guarantee is in force is three thousand dollars (\$3,000) for Vehicles without the Luxury/OEM/Rain Sensor Sealant Surcharge; five thousand dollars (\$5,000) for Vehicles with the Luxury/OEM/Rain Sensor Sealant Surcharge; and, ten thousand dollars (\$10,000) for Recreational Vehicles (Motorhomes).

REPAIR OBLIGATIONS: Administrator has sole discretion in determining and implementing repair procedures. Such services will be performed with reasonable promptness and guality.

GUARANTEE REGISTRATION: In order for this Guarantee to be valid, the registration must be completed and mailed to Administrator within thirty (30) days from the treatment of the products by the Selling Dealer.

RENEWAL PROCEDURES: The original purchaser may, at their option, renew this Protection Product **Guarantee** by having the product professionally reapplied to the **Vehicle** within thirty (30) days of expiration of this **Guarantee**. A new **Guarantee** must be issued from the authorized **Selling Dealer** and the registration must be forwarded to **Administrator** to activate benefit. The cost of reapplication is at the **Selling Dealer's** discretion.

CANCELLATION PROCEDURE: This Guarantee is non-cancellable.

HOW THIS AGREEMENT MAY BE TRANSFERRED: You (the original customer) may transfer this Guarantee to a purchaser of the Vehicle for the remainder of the original Guarantee period.

Transfer procedures:

1) Return to Your Selling Dealer, complete the Transfer form provided by Your Selling Dealer, and present the following items:

a) This Guarantee.

- b) A fifty dollar (\$50) transfer fee payable to Your Selling Dealer.
- c) Documentation evidencing change of ownership and the date of transfer.

If You are twenty five (25) miles away from Selling Dealer and unable to return to the Selling Dealer, You must send Administrator a copy of this Guarantee and a check payable to Administrator in the amount of fifty dollars (\$50) and documentation evidencing change of ownership and the date of transfer.

Transfer Conditions:

1) This Guarantee can only be transferred to a private owner, within fifteen (15) days of change of Vehicle ownership. All remaining underlying warranties must be transferred to the new owner.

2) This Guarantee cannot be transferred to another Vehicle, to a Vehicle dealer or to the customer of a Vehicle dealer, or to a Lender.

3) A transferee may not transfer this **Guarantee** to a subsequent purchaser of the **Vehicle**. Upon transfer of the **Vehicle** by a transferee to a subsequent purchaser, this **Guarantee** is no longer in force.

PRIVACY

To learn more about how National Warranty Administration Network uses Your information, please visit the Administrator's website at [www.nwan.com]

ARBITRATION PROVISION

Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain of Your Rights, Including Your Right To Obtain Relief or damages Through Court Action.

To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between **You** and **Us**. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. The Federal Arbitration ACt, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. **YOU** AGREE AND UNDERSTAND THAT **this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your** Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** Claims. Please refer to this **Protection Product Guarantee** for any added requirements in **Your** state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

All arbitrations will be held in the county in which You maintain Your permanent residence.