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PermaSafe Limited Warranty Registration Customer Information

Name: Dan Brancaccio

Address: 123 Any Street,
Pompano FL 33067

Phone: 9416611738

Email: dan@brancacciogroup.com

Registration Date: 2018-07-17

Signature: X Dan Brancaccio

PERMASAFE PROTECTIVE COATINGS ("PPC"), offers a Product Limited Warranty ("Warranty") for interior surfaces treated with PERMASAFE SURFACE PROTECTION PRODUCTS. The Warranty is subject to all terms and conditions set forth in this registration form.

By electronically signing above, I hereby acknowledge and consent to all of the provisions and terms and conditions included in this registration form. I certify that my electronic signature shall have the same legal effect as an originally signed document under applicable federal or state electronic signature laws.

Vehicle Information

Year: 2009 **Make:** Ford

Model: Mustang **Mileage:** 22

VIN: 1zss
sss

Limited Warranty Terms and Conditions

Warranty Registration #: 169 **Plan ID:** BP1

Registration Date: 2018-07-17 **Expiration Date:** 2022-01-17

IF YOU HAVE ANY QUESTIONS REGARDING THIS WARRANTY OR HOW TO FILE A CLAIM CONTACT WARRANTOR: (866) 372-9622

I. DEFINITIONS

WARRANTOR ("WE," "US," "OUR"): PERMASAFE PROTECTIVE COATINGS ("PPC"), 4613 North University Drive #470, Coral Springs, FL 33067, 866-372-9622, who is the **Warrantor** to this **Warranty**, or any successor Warrantor designated by **PPC** from time to time.

DEALER: the authorized retail seller of PermaSafe Products.

YOU OR YOUR: the person listed in the Customer Information section on the Limited Warranty Registration.

II. WARRANTY TERM - REGISTRATION - CONDITIONS

Warranty Term, Preowned Vehicles (Current Model Year and up to ten (10) prior Model Years): Thirty six (36) months, commencing sixty (60) days from the Registration Date.

Warranty Term, New Vehicles: Thirty six (36) months from the Registration Date.

Registration: In order to receive benefits under the terms of this **Warranty**, **You** must register this **Warranty** at www.PermaSafe.com within thirty (30) days of the date of the PermaSafe product purchase. Should **You** fail to register this **Warranty** at www.PermaSafe.com within thirty (30) days of the date of the PermaSafe product purchase, coverage may be denied. This **Warranty** gives **You** specific legal rights and **You** may also have other rights which vary from state to state. **PPC** does not authorize any person to create for **PPC** any other obligation or liability in connection with the

ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PERMASAFE PRODUCTS IS LIMITED IN DURATION TO THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY, PPC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

Some states do not allow limitations of how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to **You**. This **Warranty** is granted for the sole benefit of the original owner and is not transferable. This **Warranty** does not cover any economic loss or extra expense, including (without limitation), payment for the loss of time or pay, inconvenience, storage, loss of vehicle use, lodging, meals or other travel costs.

Note: Any repair undertaken without prior written authorization of **PPC** will not be reimbursed.

III. COVERAGES

PPC warrants that where the PERMASAFE SURFACE PROTECTION PRODUCTS are properly applied to the vehicle and should such products fail to perform as specified herein, PPC will pay to remedy the damaged portion of the applied surfaces on the vehicle as provided in this Warranty.

PERMASAFE SURFACE PROTECTION PRODUCT WARRANTY: Coverage includes treated fabric, vinyl or leather seats, dashboard, door trim and carpets damaged by staining as a result of spills of any food or beverage normally consumed in a vehicle including, but not limited to, coffee, soda, milk, fast foods, ice cream, baby food and candy; staining from urine, vomit and blood; staining, discoloration and odors caused by microbes including, bacteria, fungi, algae, mold and mildew; punctures (not larger than 3/4 inch in diameter), loose seam stitching, and rips or tears (not longer than 3") to treated vinyl/leather surfaces occurring as a result of weather-induced weakening or microbe-induced degradation of these surfaces; and fading damage caused by the sun's UV Rays.

RENTAL CAR COVERAGE: **PPC** will cover the reasonable cost to rent a car during the course of a repair. However, **PPC** will only reimburse a car rental for the lesser of the actual number of days that the vehicle is being repaired or five (5) days. Further, **PPC's** maximum reimbursement shall be the lesser of the actual rental charge, or thirty five dollars (\$35) per day. Any rental car reimbursement benefits must be pre-authorized by **PPC** prior to rental. **PPC** will not reimburse **You** for rental expenses incurred on a Saturday or Sunday. **You** are responsible for the upfront expenses and will be reimbursed under the guidelines set forth in this section.

IV. EXCLUSIONS

This **Warranty** excludes the following services:

PERMASAFE SURFACE PROTECTION PRODUCT WARRANTY: Any damage from any cause not specifically listed under **SECTION III - COVERAGES** above. Damage occurring prior to or after the **Warranty** term; damage to any suede surfaces; damage to any new buck, saddle or split grain leather surfaces; damage caused by defects in the vehicle's manufacturing materials, faulty installation of warranted interior components or imperfections causing staining or fading; burned, torn or punctured materials, other than punctures (not larger than 3/4 inch in diameter) and rips or tears (not longer than 3") to treated vinyl/leather surfaces occurring as a result of weather-induced weakening or microbe-induced degradation; damage caused by animals; damage due to vandalism, mishandling by the vehicle owner or intentional acts; damage due to failure by any vehicle occupant to exercise reasonable care; damage, staining or fading caused by abnormal materials, caustic or corrosive materials, petroleum products, bleaches, acids, dyes, tar or paint; fading or staining caused by alterations or modifications of fabric or leather surfaces; odors caused by anything other than bacteria, mold or mildew including, without limitation, smoke or anything related to the mechanical components of the vehicle; staining from water; damage to any surfaces not treated or treatable with the **PERMASAFE SURFACE PROTECTION** product; any damage to headliners, seatbelts, steering wheels, convertible tops, trunk and bed liners, plastic and rubber moldings and floor mats; damage resulting from war, acts of God, invasions, civil war, insurrection, rebellion or revolution, nuclear radiation or radioactive contamination, or any act of terrorism. **We** are not responsible for any damage, loss, or claims in any way related to exposure to microbes other than those specifically stated herein.

VEHICLES NOT COVERED: RV's, commercial vehicles and vehicles over ten (10) years old on the Registration Date are not covered by the **Warranty**. A commercial vehicle is any vehicle that is titled for commercial use or used for commercial purposes including but not limited to construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, ride-sharing, any type of emergency vehicle, or competitive or off road racing.

V. CLAIMS PROCEDURES

Call **PPC's** customer service information line at (866) 372-9622 for the complete procedure on how to file a claim. Please have a copy of this **Warranty** available when calling. **You** may also visit **Our** website at www.PermaSafe.com for information on how to file a claim. Claims will only be paid to the original owner of original **Warranty**. If the claim is approved, **PPC** will repair or replace as specified the damaged section of **Your** vehicle. **We** may, at **Our** sole discretion, elect to pay the service facility directly, via credit card or electronic payment, for any covered repair/replacement costs, or reimburse **You** for covered repair/replacement costs. Any repair undertaken without written authorization of **PPC** will not be reimbursed. The owner of the vehicle must report all claims within thirty (30) days following the notice of any damage covered by this **Warranty**. Proof of ownership may be required. **We** reserve the right to request photos of any reported damage and to arrange for an inspection by an independent adjusting company. **You** will be responsible for repair costs if it is determined that the repair is not eligible for coverage or for any costs in excess of what is covered under this **Warranty**. **All claim documentation must be received within sixty (60) days of repair to be eligible for payment.**

PPC will review the claim for the damaged portion of the vehicle as long as the original owner makes such claim within the **Warranty** term. **PPC's** sole obligations shall be to professionally clean, repair, replace and/or re-dye the damaged section of the specific damaged covered interior surface and subsequently to reapply the **PERMASAFE SURFACE PROTECTION** product to the repaired interior surface. **PPC's** obligations shall only be applicable for damage described under **SECTION III. COVERAGES**. The remedies for damage to dashboards are limited to the professional cleaning and/or re-dying of the damaged area only.

The remedies for damage to any covered interior surface due to a rip, tear, or puncture are limited to the repair or replacement of only the damaged section of the specific damaged surface. The remedies for damage to any covered interior surface due to a stain are limited to reconditioning and/or re-dying the damaged area only. Due to the effects of aging and normal wear over time, it is not always possible to remove stains without causing discoloration or to perform exact color matches when dying surfaces.

The Warranty for treatment of an odor is limited to re-treating the surface with the **PERMASAFE SURFACE PROTECTION** product. Treatment is limited to two attempts to re-treat the surface with the **PERMASAFE SURFACE PROTECTION** product. **We** are not responsible for passengers that become sick from microbes, viruses and bacteria. **PPC** shall have sole discretion to implement and determine the appropriate remedy. **PPC** shall cause all services to be performed with reasonable attention, quality and promptness. When possible, the **Dealer** may be used to perform the remedy; however, if not possible, **PPC** will designate an alternative repair facility. **PPC's** liability is limited to the cost to repair damage as described in this **Warranty**.

LIMIT OF LIABILITY: LIABILITY UNDER THIS **WARRANTY** IS FURTHER LIMITED TO THE ACTUAL CASH VALUE OF THE VEHICLE. IN THE EVENT A REPAIR EXCEEDS THE ACTUAL CASH VALUE OF THE VEHICLE AT THE TIME OF REPAIR, **PPC'S** OBLIGATIONS UNDER THIS **WARRANTY** SHALL BE LIMITED TO THE ACTUAL CASH VALUE OF THE VEHICLE AND THE **WARRANTY** SHALL BE DEEMED TERMINATED. ACTUAL CASH VALUE SHALL BE DETERMINED USING THE AVERAGE TRADE-IN VALUE FROM THE MOST RECENT NATIONAL AUTOMOTIVE DEALERS ASSOCIATION (NADA) GUIDE.

VI. YOUR RESPONSIBILITIES

You should maintain the vehicle with regular cleaning and appearance maintenance as prescribed by the automobile manufacturer. Quickly blotting up spills from interior fabrics, carpet and leather surfaces with a paper towel or napkin will help eliminate possible damage. **You** must report any damage within thirty (30) days following the notice of any such damage covered by this **Warranty** by contacting **PPC**, as directed under **SECTION V. CLAIMS PROCEDURES**. Failure to report damage within thirty (30) days of noticing the damage will void this **Warranty** and relieve **PPC** of all legal responsibility. **PPC** is not obligated or responsible for general cleaning or maintenance of the vehicle's fabric, leather, carpet or any covered surfaces. Regular care and cleaning is necessary.

VII. STATE SPECIFIC AMENDMENTS

The following state specific language may amend the terms and conditions stated above, please review carefully.

Illinois: Your benefits and the **Warrantor** obligations under this **Warranty** are insured by a policy with Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256. If the benefits as described are not provided within sixty (60) days after **You** provide proof of loss covered by this **Warranty**, then **You** may make a direct claim against the above-named insurer.

Indiana: This **Limited Warranty** is not insurance and is not subject to Indiana Insurance law.

New Jersey: THIS AGREEMENT IS A **PRODUCT WARRANTY**, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS.

Texas: Any unresolved complaints regarding **PPC**, the **Warrantor**, or questions concerning the regulation of a **Warrantor**, may be addressed with the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711. Telephone: (800) 803-9202 or (512) 463-6599.

VIII. CANCELLATION

Since the **PERMASAFE SURFACE PROTECTION** products have been applied to the vehicle, the **Warranty** is non-cancellable.

If You wish to update Your registration information please visit www.PermaSafe.com, click on "Already Registered," enter Your Warranty Registration Number, log in, make the necessary changes and click "Update." If You need further assistance please email Us at info@PermaSafe.com.

THANK YOU FOR CHOOSING PERMASAFE
For more information please visit www.PermaSafe.com