

ACC Ceramics

AX1 5-YEAR CERAMIC COATING WARRANTY

DISCLAIMER OF WARRANTIES

The Company's Products must be stored, handled, installed, used, and maintained in accordance with instructions provided by the Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Company's guides are available from the Company at the address listed below. You may also obtain these materials by contacting Company at (770) 932-8252 or on the Company's website at www.accceramics.com.

THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY:

1. Non-compliance with the Company's guide or instructions. Such failures include, but are not limited to, exposure to physical abuse, including chemical abuse (e.g., harsh cleansers, solvents, or non-approved maintenance products), thermal abuse or shock (e.g., excessive heat or cold), or misuse;
2. Improper storage, installation, handling and/or use of the Product;
3. Damage not resulting from manufacturing defects that occur while the Product is in the customer's possession;
4. Unreasonable or unintended use of the Product;
5. Products installed with known or visible manufacturing defects at the time of installation, including scratches, scuffs, scrapes, or chips to the painted surface;
6. Minor conditions such as stains and light scratches;
7. Damage to the coated surface due to improper wash techniques, automatic car washes, incorrect wash tools that may cause abrasion, or work performed by third parties not authorized by the Company;
8. Scratches, scuffs, scrapes, or chips to the painted surface;
9. Water spots – water spots are caused by mineral deposits, which if left to dry on the paint may leave a stain; water spots are not covered;
10. Damage caused by collision, accidental damage, vandalism, fire, hail, flood, stones, surface rust, rail dust, physical damage, paint overspray, or vehicle manufacturer defects (which may be covered under the vehicle manufacturer's protection plan);
11. Areas that have not been re-coated after a paint or body repair;
12. Use in non-automotive applications.

LIMITED PRODUCT WARRANTY

ACC Ceramics (the "Company") expressly warrants to the owner that, for a period of five (5) years from the date of initial professional installation (the "Warranty Period"), the Company will cover the vehicle's paint finish treated with **AX1 5-Year Ceramic Coating** (the "Product") against: oxidation, loss of gloss, UV damage, and color fading, provided the Product is professionally installed in the manner recommended by the Company and all maintenance requirements are followed.

The Company will, at its option, remove or replace the Product without charge for the coating material, or refund the cost of the Product, if the Product fails or does not perform as warranted solely due to a manufacturing defect within the Warranty Period, subject to the exclusions set forth in this Limited Warranty. If the Company elects to replace the Product, the Company will have an authorized installer of its choice remove and reapply the Product to areas determined by the Company in its sole discretion to be covered by this Limited Warranty. The Company will cover the cost of the AX1 coating material; the authorized installer will be responsible for providing installation labor at their own expense unless otherwise agreed.

The refund of the cost of the Product or replacement of the defective coating are the exclusive remedies for all Products covered under this Limited Warranty. During the entire Warranty Period, the Company's obligation as to repair or replacement shall be limited to repair or replacement with the Products that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. The maximum replacement cost to be paid by the Company shall be the lesser of the repair or original cost of the AX1 coating product. Any repaired or replaced product shall also remain subject to the Warranty Period, and any repair or replacement shall not extend the original Warranty Period in any manner or start a new warranty period. These are the exclusive remedies for all Products covered under this Limited Warranty.

You may obtain coverage under this Limited Warranty by providing the Company with proof of the warranty registration card, a copy of the original receipt for the Product identifying coverage areas, along with a detailed description of the purported defect and proof of required annual maintenance. For service under this Limited Warranty, you must notify the authorized Company installer who performed the installation of the Product, in writing, providing claimant's name, phone number, address, and the installation address (if different), a description of the product involved, and the nature of the defect.

This Limited Warranty is transferable only when the new owner submits to the Company proof of the original date of installation and completes a warranty transfer form (including any applicable transfer fee and inspection). Transfer of the Limited Warranty only entitles the new owner coverage for the remainder of the original Warranty Period.

Any information or suggestion by the Company with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and is made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THESE PRODUCTS. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Products sold by the Company are sold only to the specifications specifically set forth by the Company in writing. Other than the Limited Warranty set forth herein, the Company makes no other warranties, express or implied. The Company's sole obligation under this warranty shall be repair or replacement of non-conforming Products, or at the option of the Company, return of the Product and a refund of the purchase price. Buyer assumes all risk whatsoever as to the result of the use of the Products purchased, whether used singularly or in combination with any other products or substances.

LIMITATION OF LIABILITY

NO CLAIM BY THE BUYER/OWNER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

ANNUAL INSPECTIONS

To maintain the warranty on your product, an **annual inspection and maintenance service** is required throughout the warranty period. This inspection must be performed by an ACC Ceramics authorized or certified installer every year and must be completed within 30 days before or after the anniversary date of installation or the date of any previous inspection or service. Failure to complete the inspection within the required time will void the Limited Warranty. Any fees or charges by the authorized installer will be the responsibility of the owner. The annual service typically includes an exterior wash, decontamination, inspection of the coating, and application of an approved maintenance product or booster. Please keep proof of all inspections, as they must be provided if you have a Limited Warranty-related issue.

CONTACT INFORMATION

Any questions concerning this Limited Warranty should be addressed to:

ACC Ceramics

5020 B U Bowman Dr, Suite 200

Buford, GA 30518

Attention: Warranty Department

Website: www.accceramics.com

Email: info@accceramics.com