



## WANDA LIMITED LIFETIME WARRANTY

### I. WARRANTY BACKGROUND

AkzoNobel Coatings Inc. (“AkzoNobel”) will warrant as set forth herein the AkzoNobel WANDA products listed in Section II below when such products are supplied by AkzoNobel and/or its authorized distributors and such products are applied by in accordance with AkzoNobel Technical Data Sheet (TDS) specifications.

### II. WARRANTY

Provided the requirements of Section I have been met, AkzoNobel warrants that all WANDA undercoats & topcoat systems will be free from the defects described in Section III for the life of the vehicle, provided that vehicle ownership does not change. The warranty shall commence on the date the vehicle is painted by the body shop, provided the body shop follows AkzoNobel WANDA recommended TDS procedures, and that the body shop properly stores, uses, or handles the WANDA products in accordance with such TDS specifications.

The body shop may offer this warranty free of charge on any motor vehicle not used for commercial or competitive purposes, provided, however that (i) only AkzoNobel WANDA products were used on the entire paint repair, and (ii) that the WANDA complete paint system is still in use at the repair facility or will be used for the repair.

### III. WARRANTY COVERAGE

1. Cracking or checking of the paint system.
2. Hazing, chalking or fading leading to a severe loss of gloss
3. Peeling of the topcoat.
4. Peeling of any film used in the refinishing process

#### WARRANTY EXCLUSIONS

1. Paint failures due to pre-existing body rust
2. Scratches, abrasions or stone chips, whether caused intentionally or accidentally
3. Deterioration of the finish caused by use of detergents or waxes not intended for automobile use, acid rain, industrial fallout or other environmental effects
4. Solvent blend areas of WANDA Clear coat
5. Damage caused by another collision.
6. Non-Clear coated WANDA PU
7. Any failure of body shop to perform surface preparation or pre-treatment steps, or application of WANDA products not in accordance with TDS specifications.

### IV. REIMBURSEMENT POLICY/CLAIMS PROCEDURE

1. AkzoNobel shall reimburse the body shop a percent of the repair cost for valid claims during the lifetime of the vehicle according to the schedule below, as long as the vehicle is owned by the original owner and all other terms of the Plan have been followed.

<u>Years</u>	<u>Reimbursement</u>
0-3 Years	100%
3-5 Years	50%
5+ Years	25%



## **WANDA LIMITED LIFETIME WARRANTY (Con't.)**

2. Reimbursement shall be made through the body shop's supplier. Utilizing the original repair order and invoice as the historical base, an AkzoNobel representative, using a recognized estimating system, shall determine the repair time and reimbursement.
3. Only original repairs which are properly recorded on both the customer's and body shop documentation shall be eligible for reimbursement under the Plan. AkzoNobel shall ultimately determine the scope of the repair claims and provide final authorization of the claim repair in writing. If it is determined, at the time of inspection, that unauthorized additional repairs were performed by the body shop, AkzoNobel shall not be liable for the repair of the motor vehicle;
4. If it is determined at the time of inspection that recommended AkzoNobel WANDA products and application methods were not used, AkzoNobel shall not be liable for the repair of the motor vehicle.

### **V. ACCESS TO PREMISES**

AkzoNobel and its employees, authorized representatives or agents shall be permitted to enter the body shop premises during the hours of 8:00 AM to 5:00 PM local time on normal business days to investigate warranty claims and to carry out spot checks on the application of the WANDA products. AkzoNobel representatives shall identify themselves to personnel immediately upon arrival at the facility.

### **VI. LIMITATION OF LIABILITY**

Except as specifically provided in this limited warranty agreement, AkzoNobel specifically disclaims all other warranties, expressed or implied, of any kind whether oral or written including but not limited to the implied warranty of merchantability, fitness for a particular purpose or infringement.

In no event shall AkzoNobel be liable for any special, indirect, incidental or consequential damages, even if AkzoNobel has been advised of the possibility thereof, including but not limited to lost profits, lost revenues, inconvenience, loss of time, failure to realize expected savings, or other commercial economic losses of any kind.

AkzoNobel will not be liable for any loss to the extent the loss was caused by body shop's failure to exercise effective quality control or the failure to store, use or otherwise handle the WANDA products in accordance with the TDS specifications.