

## **LIMITED PRODUCT WARRANTY**

XPEL, Inc. (the “Company”) expressly warrants to the owner that, for a period of ten (10) years (the “Warranty Period”) from the date of initial installation. The Company will cover defects on the XPEL COLOR PPF (the “Product(s)”) such as: yellowing, cracking, blistering, and delaminating. This Limited Warranty only applies to the Company’s Products which are professionally installed in the manner recommended by the Company.

The Company will, at its option, remove or replace the Product without charge 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 parts and labor. The replacement of the defective film is the exclusive remedy for all Products covered under this Limited Warranty. During the entire Warranty Period, the Company’s obligation as to repair or replacement shall further be limited to repair or replacement with the Products that are available at the time of the repair or replacement, shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. 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 Company with proof of warranty card, copy of original receipt for the Product identifying coverage areas, along with a detailed description of the purported defect. 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 non-transferable.

## **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 this/these materials by contacting Company at +1 (210) 678-3700 or on the Company’s website at [www.xpel.com](http://www.xpel.com)

XPEL Paint Protection films are an effective sacrificial layer, providing robust paint protection.

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, but not limited to chemical abuse (e.g. harsh cleansers and solvents), 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 Product;
5. Products installed with known or visible manufacturing defects at the time of installation, including, but not limited to scratches, scuffs, scrapes, chips to the painted surface;
6. Stains, and scratches;
7. Damage to the wrapped surface due to improper wash techniques, automatic car washes or incorrect wash tools that may cause abrasion or by third parties not authorized by the Company;
8. Scratches, scuffs, scrapes, chips to the painted surface;
9. Water spots – water spots are caused by mineral deposits, which if left to dry on the paint protection film may leave a stain, water spots are not covered;
10. Damage caused by collision, accidental damage, vandalism, fire, hail, flood, surface rust, rail dust, physical damage, paint overspray, or paint manufacturer' defects, which may be covered under manufactures protection plan;
11. Areas that have not been re-wrapped after a paint or body repair;
12. Use in non-automotive applications.
13. Use of non-XPEL branded ceramic coatings;
14. Damages caused by outside forces, including the physical impact of rocks or road debris.

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 are 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 COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY 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 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.