

## PAINTLESS DENT REPAIR AGREEMENT TERMS AND CONDITIONS

### 1. Definitions

- a. "Agreement" shall mean this Paintless Dent Repair Agreement.
- b. "Covered Vehicle" shall mean the vehicle described on the front of this Agreement.
- c. "Paintless Dent Repair" or "PDR" shall mean the process of repairing dents or dings through the utilization of special tools to gently remove minor dents without affecting the metal's paint finish.
- d. "GP," "We," "Our" or "Us" shall mean GlassParency Products, Inc., the obligor of this Agreement.
- e. "Administrator" shall mean GlassParency Products, Inc.
- f. "Agreement Holder," "You" or "Your" or shall mean the holder of the Paintless Dent Repair Agreement.

### 2. Agreement

- a. The Agreement commences on the Agreement Sale Date and expires after the Term of Coverage. Both Agreement Sale Date and Term of Coverage are shown on the front of this Agreement.
- b. We will pay for the Paintless Dent Repair of minor dents and dings that are smaller than four (4) inches in diameter on the Covered Vehicle's exterior painted vertical sheet metal body panels.
- c. There is no deductible required for the payment of any claim.

### 3. Limit of Liability

The total for all repairs under this Agreement shall not exceed \$1000.00. If this limit is reached, We shall have satisfied all obligations owed to You under this Agreement and coverage shall terminate.

### 4. Transfer Procedure

You may transfer this Agreement at the time of a Covered Vehicle's resale to the subsequent owner by paying a transfer fee in the amount of forty-nine (\$49.00) dollars. You must call the Administrator at 866-342-6661 to transfer the Agreement.

### 5. Agreement Exclusions and Limitations

We will not pay for the following:

- a. Dents or damage occurring prior to or after the Agreement term;
- b. Dents not accessible by PDR tools;
- c. Damage caused by falling acorns;
- d. Damage to any exterior body panel or part that is made of non-metal material or is unpainted (including: chrome, plastic, glass, rubber, magnesium panels, faux or real wood trim, or carbon fiber trim);
- e. Loss as a result of the Covered Vehicle being involved in a traffic accident or collision;
- f. Dents previously repaired using methods other than PDR, including body fillers and repainting; replacements of any kind or for any reason;
- g. Non-Factory installed services or equipment that have changed the vehicles original body and or eliminated access to a location for the PDR technician;
- h. Dents or creases that are larger than 4 inches in diameter or have sharply indented the metal and impede the metal from returning to its original shape or are otherwise not repairable using PDR techniques;
- i. Any incidental or consequential loss or damage, including resulting damage to the Covered Vehicle's paint, delays in rendering service under this Agreement or resulting loss of use, or the failure of the PDR to meet any pre-conceived standard or quality level;
- j. Damage resulting from neglect, abuse, or any intentional act;
- k. Damage due to an original equipment manufacturer ("OEM") defect of the Covered Vehicle;
- l. Any damage caused by fire, acts of God, hail, flood, vandalism, rusting of metal and modifications;
- m. Any fraudulent or illegal acts of the Agreement Holder, whether acting alone or in collusion with others;
- n. Any damage that is covered or should be covered by any warranty, insurance policy, or other agreement;
- o. Any damage that occurs while the Covered Vehicle is operated on unpaved roads or off publicly maintained roadways;
- p. Damage which occurs outside the United States, U.S. territories or Canada; or
- q. Damage resulting from war, invasion, civil war, insurrection, rebellion or revolution, nuclear radiation or radioactive contamination, or any act of terrorism.

### 6. Claims Procedures

- a. In the event of dent or ding damage to Your Covered Vehicle, **You must call the Administrator at 866-342-6661** and report Your claim. If the damage is covered under the Agreement, Administrator will arrange for an appointment to have damage examined by an authorized PDR technician to determine if the damage can be repaired using PDR. Administrator will use its best efforts to arrange for a conveniently-scheduled appointment as soon as possible.
  - i. If the damage is determined to be repairable by PDR, We will authorize the repair and pay for the cost of the repair to the PDR technician.
  - ii. If the damage is determined to not be repairable by PDR, the Administrator will contact You with the status of Your claim.
  - iii. If coverage under this Agreement expires during the time of the approved claim, this Agreement will be extended until fulfillment of Your claim.
- b. Agreement Holder must provide the following documentation in a legible form before a claim can be processed:
  - i. Copy of this Agreement
  - ii. Copy of the purchase receipt of the Product
  - iii. Any other documents reasonably requested by Administrator

### 7. Rental Car Reimbursement

In the event of a covered claim under this Agreement, We will pay or reimburse You for receipted expenses to rent a replacement vehicle (from a licensed rental agency) while the Covered Vehicle is being repaired. Coverage will be provided for a maximum of three (3) days for each repair visit. To be eligible for this benefit, it must receive Our prior authorization and the repair must cause the Covered Vehicle to be inoperable and kept in the repair facility overnight. No deductible applies to this benefit.

### 8. Arbitration

If We cannot resolve any disputes with You related to the Agreement, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Agreement is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this Arbitration section shall survive the termination of this Agreement.

**YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

### 9. Insurance Securing this Agreement

This is not an insurance policy. This Agreement is secured by contractual liability policies provided by The Continental Insurance Company (Washington only) and Continental Casualty Company (all other states), and both may be contacted at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance companies.

### 10. Cancellation

This Agreement may be cancelled by You for any reason, including, but not limited to, the Covered Vehicle covered by the Agreement being sold, lost, stolen or destroyed. To cancel the Agreement, contact the Administrator toll-free at 1-866-342-6661. If You cancel this Agreement within the first thirty (30) days after receipt of the Agreement and no claims have been made hereunder, You will receive a full refund of the purchase price. If You cancel this Agreement after the first thirty (30) days of receipt of the Agreement or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Agreement calculated based on the elapsed time since the commencement of the Agreement, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Agreement or twenty five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Agreement within 45 days after receiving notification from You of cancellation of the Agreement, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. In the event of cancellation by Us, written notice to You will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of Our fee, material misrepresentation or a substantial breach of duties by

You relating to this Agreement. If the Agreement is cancelled by Us for any reason other than the nonpayment of Our fee, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid.

11. **State Disclosures**

**Colorado:** This Agreement is insured by a contractual liability policy issued by Continental Casualty Company. The policy number is [insert CLIP policy #]. **Connecticut:** This contract does not include in-home service. Cost of transporting the vehicle will not be paid for by the Administrator. If the expiration date has not exceeded, this contract will be automatically extended while any covered repair/replacement under this contract is being performed and your vehicle is in custody of a licensed repair facility. The extension period of this contract will be equal to the time that your vehicle is at a licensed repair facility. In the event You have a complaint and we cannot reach an agreement, You may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and results of such attempts. You shall state the purchase or lease price of the item subject to the extended warranty, cost of repair of the item and shall include a copy of the extended warranty contract or agreement. The complaint shall be mailed to: State of Connecticut-Insurance Department, P.O. Box 816, Hartford, CT 06142-0816 ATTN: Consumer Affairs. If a covered service is not provided by Us within 60 days after the date the consumer provides proof of loss, the consumer may apply for reimbursement directly to Continental Casualty Company by contacting them at 151 N Franklin St., Chicago, IL 60606 or 1-800-831-4262 for further instructions. **Hawaii:** Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor, may be addressed to the Hawaii Department of Commerce and Consumer Affairs at P.O. Box 3614, Honolulu, HI 96811, 808-586-2790. **Iowa:** Unresolved complaints or questions concerning the regulation of service companies may be addressed to: Commissioner of Iowa Department of Insurance, 601 Locust Street, Des Moines, IA 50309 or call 515-281-5705 or 877-955-1212. **Missouri:** The Warranty purchase price may be financed with the purchase of this vehicle. Other payment options may be available. **New Jersey: This agreement is a product warranty, not insurance, and is under the purview of the Division of Consumer Affairs.** Any questions about the warranty may be directed to the Division of Consumer Affairs which may be contacted at 124 Halsey Street, Newark, New Jersey 07101, 973-504-6200, [www.njconsumeraffairs.gov](http://www.njconsumeraffairs.gov). Any questions about the warranty reimbursement policy may be directed to the Department of Banking and Insurance at 20 West State Street, PO Box 325, Trenton, NJ 08625, 800-446-7467, [www.state.nj.us/dobi/index.html](http://www.state.nj.us/dobi/index.html). **Ohio: This contract is not insurance and is not subject to the insurance laws of this state.** This contract may provide a duplication of coverage already provided by your automobile physical damage insurance policy. **Oregon:** For unresolved complaints regarding a warrantor or questions concerning the regulation of a warrantor, you may contact the Oregon Insurance Division, Consumer Advocacy Unit, PO Box 14480, Salem, OR, 97309-0405, 503-947-7984 or 888-877-4894. **South Carolina:** In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 or (800) 768-3467. This agreement is not an insurance contract. You should use all reasonable means and precautions to protect the vehicle from further damage. **Tennessee:** Obligations of the Warrantor to the Agreement Holder are insured under a reimbursement policy. The Warranty Benefit is intended to reimburse the agreement holder for incidental costs associated with the failure of the Product. **Texas:** Obligations of the Warrantor under this Agreement are insured under a Reimbursement Insurance Policy. Vehicle Protection Products are regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 800-803-9202, 512-463-6599. Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor may be addressed to the Texas Department of Licensing and Regulation. **Utah:** No deductible is required for service under this Agreement. If an emergency repair is initiated by You, without Our knowledge, outside of normal business hours (9:00 am – 5:00 pm EST), You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Agreement. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. If We cancel this Agreement, We will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least: 1) Ten (10) days before the effective date of cancellation if cancelled for non-payment of the Agreement Purchase Price; or 2). Thirty (30) days before the effective date of cancellation if cancelled for Your material misrepresentation; substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or substantial breaches of contractual duties, conditions, or warranties. **Wisconsin: This Contract is subject to limited regulation by the Office of Commissioner of Insurance.** You must submit your notice of loss to Administrator as soon as reasonably possible and within one year after the date of loss. Your failure to submit the notice of loss to Administrator within this timeframe does not invalidate or reduce your benefit unless Administrator is prejudiced by your failure to file timely notification.

**THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS. THE ENTIRE AGREEMENT INCLUDES THESE TERMS AND CONDITIONS AND YOUR RECEIPT SHOWING THE PURCHASE OF THE PRODUCT.**