# KARR GUARD





# **LIMITED WARRANTY**

**Registration Page** 

CONTRACT NUMBER
CONTINACT NOMBER
10114

			_	KWC5			
CUSTOMER INFORMATION							
CUSTOMER NAME							
STREET ADDRESS		CITY, STATE, ZIP					
PHONE NUMBER			EMAIL				
VEHICLE INFORMATION							
VEHICLE IDENTIFICATION NUMBER (VIN) CURRENT ODOMETER			EHICLE PURCHASE PRICE YEAR, MAKE, MODEL				
SELLER INFORMATION							
SELLER NAME PHONE NUMBER							
STREET ADDRESS CITY, STATE, ZIP							
COVERAGE TERM: 12 Months							
COST:\$0							
This is not an insurance policy or a guarantee. This Warranty does not cover the benefits provided under Dealer Warranties required by state law. This warranty represents the entire agreement between You and Us. No person has the authority to change this Limited Product Warranty or to waive any of its provisions. No other written or oral statements apply to this Warranty. Coverage is optional and is not required to register a motor vehicle obtain financing, credit or any equivalent.  This warranty is provided to You by the Seller at no cost to You for 12 months. You understand that You must return to the Seller to receive all services under this Warranty and that authorization must be obtained prior to beginning any. By signing below, You hereby acknowledge that You have read this entire Warranty and agree to its terms and conditions.  Customer Name (Printed)  Customer Signature  Date  Date							

# **ADMINISTRATOR:**

Century Automotive Service Corporation P.O. Box 3809 Albuquerque, NM 87190

Toll Free: 1-877-793-7123

#### DEFINTIONS

Administrator means Century Automotive Service Corporation You may contact the Administrator at any time to have questions answered or to receive assistance in filing a claim.

**Limits of Liability** means the maximum dollar amount that will be rendered for service relating to this Limited Warranty.

Limited Product Warranty means this form, which describes the benefits under this Protection Product Limited Warranty.

Repair Facility means A franchised automobile dealer or licensed repair facility.

Road Hazard means a dangerous condition on a public road that could cause damage to the vehicle.

Seller means the business identified on the front of this document that sold the sealant application to You.

**Vehicle** means the covered Vehicle identified on the front of this document on which this Limited Product Warranty was issued or to which this Limited Warranty has been properly transferred.

We, Us, Our, Distributor and Provider means Century Automotive Service Corporation who is the Distributor of this product and the obligor under this Limited Warranty.

You or Your means the customer who purchased this sealant application for the Vehicle.

### WHAT YOUR WARRANTY COVERS

We hereby guarantee in this Limited Warranty to You that by applying the Karr Guard Windshield Protection Sealant to the windshield of Your Vehicle. In the event the Karr Guard Windshield Protection sealant is applied to Your windshield and Your windshield is cracked, chipped and/or starred due to a Road Hazard, we agree to cover the cost of repair to the front windshield. If the windshield cannot be repaired, We agree to pay for the replacement of the front windshield.

## HOW TO MAKE A CLAIM

- Call Us at 1-877-793-7123 to submit a claim, Call for instructions BEFORE You deliver Your Vehicle to any licensed repair facility other than the Seller.
   Repairs or replacements under this Limited Warranty must be performed by the Seller. Provide Repair Facility with a Copy of Your Limited Warranty
- 2. After noticing any damages that would be covered under Your Limited Warranty, take your Vehicle back to Your Seller and have the Seller prepare a written estimate. If Your Vehicle is unsafe to drive or needs to be repaired prior to You being able to get to Your Seller, We will arrange to have the Vehicle repaired at Your location.
- 3. If You are unable to return Your Vehicle to the Seller, We suggest You arrange for repairs with a dealership that sells the make of Your Vehicle (Please note: The Vehicle must be repaired by a licensed repair facility and the We reserve the right to inspect any Vehicle and/or request relocation to a service facility of Our choice before authorization of any repairs).
- 4. We will give You authorization to have the repair made when the claim is approved. We reserve the right to inspect any damage being claimed. Any repairs made on claims prior to receiving authorization will be denied.
- 5. Once a repair or replacement has been performed, You must arrange to have the Karr Guard Windshield Protection Sealant reapplied to Your Vehicle. Failure to reapply the Karr Guard Windshield Protection Sealant to Your Vehicle may result in future claim denial. Contact Your Seller or an Administrator recommended Dealer or licensed repair facility to arrange for reapplication of the Karr Guard Windshield Protection Sealant at no cost to You.

#### **EXCLUSIONS**

This Warranty does not cover damage existing prior to the Karr Guard Windshield Protection or damage caused by vandalism, collision, or similar accident; fire hail, other related weather-related hazards, or other natural casualties.

## LIMITS OF LIABILITY

The maximum amount payable per Vehicle under this Warranty cannot exceed the Vehicle Purchase Price as listed on the Registration page.

## CANCELLATION

The coverage under this Warranty is provided at no cost to You and is non-cancellable.

#### TERMS AND CONDITIONS

The terms and conditions of this Limited Warranty cannot be altered. This Warranty specifically excludes Us from liability for Incidental or consequential damages caused by use of the protectant products.

REPAIR OBLIGATIONS: We have sole discretion in determining and implementing repair procedures. Such services will be performed with reasonable promptness and quality. This would include repairing the windshield or replacing with like kind in quality non-OEM windshield, including recalibration.

# **ARBITRATION**

Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain of Your Rights, Including Your Right to Obtain Relief or damages Through Court Action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, call ng (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration, The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only cons der Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to this Protection Product Limited Warranty for any added requirements in Your state In the event this Arbitration proves on is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. All arbitrations will be held in the county in which You maintain Your permanent residence.

# STATE SPECIFIC DISCLOSURES

The following state variations shall control if inconsistent with any other terms and conditions:

California Residents: Per CIC § 116.6 (a)(4)(A) benefits are limited to the difference between the actual cash value of the stolen vehicle and the vehicle's replacement cost, temporary vehicle rental expenses, reimbursement for insurance policy deductible, and registration fees and taxes on a replacement vehicle or a fixed amount for those benefits.