

Limited Warranty Registration Form

PLEASE CHECK THE APPROPRIATE BOX:

- Luxury:** Acura, Audi, BMW, Cadillac, Hummer, Infiniti, Jaguar, Land Rover, Lexus, Mercedes, Porsche, Saab, VW, and any vehicle with an original MSRP in excess of \$150,000.00
- Standard:** All other makes

Commercial vehicles, conversion vans, RV's, and motor homes are not eligible for any of these protections.



**P.O. Box 1369
Bolingbrook, IL 60440
1-833-241-2647**

Vehicle Owner's Name _____
Vehicle Owner's Address _____
Make, Model, Year, & VIN _____
Dealer Name & _____
Dealer Address _____
Mileage at Application _____

Purchase Price \$ _____

Applied Date: _____

WINDSHIELD PROTECTION

FIVE (5) YEAR WARRANTY

WINDSHIELD REPAIR / REPLACEMENT

Warrantied protection for chips or cracks to the treated vehicle's windshield, caused by small rocks, stones or other propelled road debris.
Warrantied water repellency of the windshield. When used in conjunction with the consumer windshield maintenance kit, this product will improve visibility and increase your margin of safety when driving in inclement weather.

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The protections afforded by this warranty may duplicate coverages available under your vehicle's insurance policy. Please review both prior to purchasing this product.

The purchase of this product is optional and is in no way a condition to either the purchase or financing of a vehicle.

This is a limited product warranty included in the purchase of the protection product applied to your vehicle. It is not insurance. It is not subject to state insurance laws, but may be subject to state law concerning warranties.

Claims against this limited warranty are not subject to deductibles, but are subject to all other provisions of this limited warranty.

Acknowledgment: This is to verify my agreement to purchase the Windshield Protection product and my agreement to the terms, conditions, and exclusions of the limited warranty (see complete terms, conditions, and exclusions on the reverse).

Date: _____ Buyer: _____ Co-Buyer: _____

Visit Our Website @ www.ecpinc.net

LIMITED WARRANTY TERMS AND CONDITIONS

DEFINITIONS

ECP, We, Us, Our: ECP Incorporated; 11210 Katherine's Crossing, Suite 100; Woodridge, IL 60517. ECP is the manufacturer and warrantor of the appearance protection products and the administrator of all claims against this warranty. **You, Your:** The vehicle owner and purchaser of the appearance protection products, identified on the face of this document.

Application Date: The Applied Date shown on the face of this document, which is the date on which the appearance protection products were applied to the vehicle.

Commercial Vehicle: Any vehicle titled or registered to a business, or used for delivery, hire, or other business activities.

Vehicle: The vehicle identified on the face of this document, to which the appearance protection products have been applied.

Hydrophobicity, Hydrophobic: The ability of the windshield to repel water. Hydrophobicity is measured by the angle at which a water droplet attaches to horizontal glass. Water droplets will attach to an unprotected windshield at approximately 12-15 degrees. Protected with the Windshield protection product, water droplets will attach at an angle of 60 to 115 degrees. This means that water will bead up instead of spreading onto the windshield, and will be shed quickly, greatly improving your ability to see through the windshield in inclement weather.

WARRANTY DURATION

Five (5) years, starting on the **Application Date**.

VEHICLE ELIGIBILITY

Luxury Vehicles: Vehicles of the following makes, which are subject to a maximum aggregate warranty benefit of \$5,000.00 over the term of the warranty: Acura, Audi, BMW, Cadillac, Hummer, Infiniti, Jaguar, Land Rover, Lexus, Mercedes, Porsche, Saab, VW, and any vehicle with an original MSRP in excess of \$150,000.00.

Standard Vehicles: All other vehicles, regardless of age, except for those vehicles excluded below. Standard vehicles are subject to a maximum aggregate warranty benefit of \$2,500.00 over the life of the warranty.

Commercial Vehicles, conversion vans, RV's, and mobile homes are not eligible for any of the protections under this warranty.

WINDSHIELD PROTECTION

The windshield protection product is warranted to protect the treated windshield of the **Vehicle** against **minor chips or cracks** from propelled rocks or other propelled road debris. Additionally, the product is warranted to remain **Hydrophobic** during the term of this warranty. **This limited warranty does not apply to any of the following:** (1) Cracks or other damages caused by any peril other than flying road debris. This exclusion includes, but is not limited to **stress cracks** and damages caused by hail or other weather conditions, crime, or negligence; (2) Windshield replacement necessitated by **Your** failure to take reasonable steps to mitigate **Your** damages including, but not limited to, **Your** failure to timely repair; (3) Pre-existing damage; (4) Any damage that occurs while **Your Vehicle** is being operated off a public highway or street; (5) manufacturer defects; and (6) any repairs or replacements performed without first completing the process described in the "How to Make a Claim" section of this warranty agreement.

REMEDIES AVAILABLE UNDER THIS WARRANTY

In the event that **Your** treated windshield suffers covered damage during the warranty term, **We** will pay for the repair of the damaged portion of the windshield and reapplication of the windshield protection product. In the event that any covered windshield damage cannot be repaired (to be determined by an independent third party inspector chosen and paid for by **Us**), **We** will pay the actual cost for replacement of the damaged windshield subject to the aggregate benefit applicable to **Your Vehicle** type. In the event that the Windshield Protection product fails to remain **Hydrophobic** after **You** use the consumer windshield maintenance kit, **We** will pay to clean **Your** windshield and to reapply the Windshield Protection product.

Limitations: Claims under this warranty are limited to a cumulative aggregate of \$5,000.00 for Luxury vehicles, and \$2,500.00 for Standard vehicles, over the term of the warranty. Claims exceeding these amounts over the warranty term will not be honored. Once the sum of claims paid by Us reaches the cumulative aggregate for Your Vehicle type, this warranty will end and further claims will be denied. We will use aftermarket (non-OEM) parts and supplies in windshield repairs and replacements performed under this warranty, unless such parts and supplies are unavailable, in which case we will use original equipment manufacturer (OEM) parts and supplies. The decision to repair or replace Your windshield is entirely at Our discretion. We will cause the service to be performed with reasonable promptness and quality. In no event will You be provided with reimbursement of transportation or inconvenience costs during time of repair. If repair costs exceed the current average wholesale value of the Vehicle, as defined by Black Book (published by Hearst Business Media) or similarly accepted industry publication, the average wholesale value amount will be paid to You and the remaining coverage under this warranty will end. WE SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION OF ANY NATURE WHATSOEVER ARISING OUT OF YOUR EXPRESS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO LIABILITY OR OBLIGATION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ANY IMPLIED WARRANTIES ACCOMPANYING THE SALE OF THE APPEARANCE PROTECTION PRODUCTS ARE LIMITED IN DURATION TO THE DURATION OF YOUR EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOUR LIMITED WARRANTY IS GRANTED FOR YOUR SOLE BENEFIT, AND THAT OF SUCH TRANSFEREE AS PERMITTED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

YOUR DUTIES

(1) If the windshield is replaced, repaired or otherwise altered, except for those windshields repaired or replaced under this agreement, **You** must bring the **Vehicle** to the dealer for a touch up application of the windshield protectant. This touch-up application is to occur within thirty (30) days after the alteration and is to be at **Your** expense. **Your** failure to comply will relieve **Us** of liability for such affected areas. (2) **Your** failure to file a claim within thirty (30) days following the occurrence of covered damage will result in the denial of all future claims for windshield damage under this warranty agreement. To maintain the **Hydrophobic** protection, use the **products** contained in **Your** Windshield Protection Customer Kit at least once every six (6) months or sooner as needed. If **You** need additional products contained in the Windshield Protection Customer Kit, **contact Us** directly at the number in the "How to Make a Claim" section, and **We** will ship you additional windshield protection product at no charge.

The use of any abrasives, including **abrasive** waxes, polishes, or other coatings on windshield glass will shorten the life of **Your** windshield protection product.

HOW TO MAKE A CLAIM

To file a claim **You** may visit **Our** website at www.ecpinc.net or call **Our** toll free number at 1-833-241-2647. **You** may also file via mail by sending a completed claim form (which may be found on the website) and a copy of the front and back of this limited warranty. If necessary, within fifteen (15) days of receiving **Your** completed claim information, an appointment for inspection will be arranged with an independent damage appraisal company. **You** will then be notified of the approval or denial of **Your** claim within ten (10) days of **Us** receiving the completed inspection report. If the claim is approved, a check will be issued payable to **You** and/or the repair facility. Do not have the repairs completed until **You** receive written authorization from **Us**. **ANY REPAIRS UNDERTAKEN WITHOUT WRITTEN AUTHORIZATION FROM US WILL NOT BE REIMBURSED. CLAIMS MADE AFTER THE EXPIRATION OF THE WARRANTY WILL NOT BE HONORED.**

TRANSFER OF UNEXPIRED WARRANTY PROTECTION

A subsequent owner of the **Vehicle** may apply for continued protection under the unexpired portion of this warranty. To make this application for transfer, the subsequent owner must send the following to **ECP** at P.O. Box 1369; Bolingbrook, IL 60440, **within ninety (90) days of purchasing the Vehicle:** (1) a copy of the front and back of this warranty, (2) a copy of the **Vehicle's** title or registration certificate (do NOT send the original), showing the transfer applicant as the **Vehicle** owner, and (3) a check for \$50.00, payable to **ECP**. Active members of the US Military are exempt from the transfer fee requirement. In lieu of the check, please send evidence of active duty status.

CANCELLATION

This is a product warranty, included freely in the price of the appearance protection products purchased by **You**. It is, therefore, not cancellable.

LIMITED WARRANTY TERMS AND CONDITIONS

THIS WARRANTY BACKED BY INSURANCE

Our obligations under this warranty are insured by a reimbursement insurance policy issued by Wesco Insurance Company; 59 Maiden Lane, 43rd Floor; New York, NY 10038. In the event We cease to operate, become bankrupt, or fail to pay Your valid claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company at 59 Maiden Lane, 43rd Floor; New York, NY 10038 or toll-free at 1-866-505-4048.

STATE DISCLOSURES AND AMENDMENTS

GEORGIA: Benefits under this limited warranty are limited to only those areas where protective product has been applied.

HAWAII: Unresolved complaints about a warrantor, or questions regarding the regulation of a warrantor, may be directed to the Hawaii Department of Commerce and Consumer Affairs, Insurance Division, at 1-808-586-2790. You may also write to the Department at P.O. Box 3614; Honolulu, HI 96811.

INDIANA: This contract is not insurance and is not subject to Indiana insurance law.

MASSACHUSETTS: ECP Incorporated does business in Massachusetts as Entire Car Protection Incorporated.

MISSISSIPPI: Regulated by the Mississippi Motor Vehicle Commission; 1755 Lelia Drive, Suite 200; Jackson, MS 39236; 1-601-987-3995.

MISSOURI: Payment of the purchase price of the vehicle protection products backed by this warranty is due to Your selling dealer at the time of purchase on the terms reached between the selling dealer and You.

STATE DISCLOSURES AND AMENDMENTS

OREGON: Unresolved complaints about a warrantor, or questions regarding the regulation of a warrantor, may be directed to the Department of Consumer and Business Services; Division of Financial Regulation. You may contact the Consumer Advocacy Unit at 350 Winter Street SE; P.O. Box 14480; Salem, OR 97309-0405. They may also be reached at 1-888-877-4894 or at dfc@oregon.gov.

VIRGINIA: If any promise made in the contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WASHINGTON: This agreement, issued by the warrantor is considered to be a Protection Product Guarantee subject to the requirements of Chapter 48.110RCW. As a protection product guarantee holder, You are entitled to apply directly and without delay to the reimbursement insurance company for payment or performance due under the Agreement.

SAMPLE