

WARRANTY POLICY ("The Endura Warranty")

Endura Manufacturing Co. Ltd. ("Endura") warrants that all products supplied by Endura ("the Endura Products") will be free from defects and deficiencies for a period of five (5) years from the date of purchase, as long as the Endura Products are applied according to the written specifications and directions of Endura. The Endura Warranty will be limited to the following:

1. Cracking or checking of paint film.
2. Severe loss of gloss of the paint caused by hazing, chalking or fading.
3. Peeling of the topcoat or other layers of the film included in the original repair area.

ENDURA WARRANTY OBLIGATION

The Endura Warranty will be limited to the supply of Endura Products to repair the failed area. Endura will provide a product credit for direct labor costs incurred in applying the replacement Endura Products to a maximum of \$20.00 per hour. No credit or payment will be given for any other loss, cost or damage, including supervisory or overhead costs, or for economic or consequential damages or loss.

ENDURA WARRANTY CONDITIONS

The obligations of Endura under the Endura Warranty are subject to the following:

1. The Customer must notify Endura in writing or by telephone confirmed facsimile immediately upon the customer becoming aware of a failure in an Endura Product;
2. The affected area must have been inspected by an Endura Representative and the Customer and the Endura Representative have reached an Agreement in writing on the scope of and proper procedure and scheduling for the repair;
3. Any repairs undertaken by the Customer, without the authorization in writing of the Endura Representative, will be at the sole expense and responsibility of the Customer and Endura will be released of all liability and responsibility with respect to the failed Endura Product; and
4. The Endura Warranty will be restricted to Endura Products which are applied in Continental North America only and where the applied Endura Products are available for inspection in Continental North America by an Endura Representative in the event of a failure.
5. All other warranties and conditions imposed or implied by law or statute are expressly excluded and the only warranty for Endura Products is the Endura Warranty as set out herein.

ENDURA WARRANTY EXCLUSIONS

The Endura Warranty will not apply to any of the following situations:

1. Physical film damage caused by scratches, chips, abrasions, dents, or substrate distortion by any means;
2. Exposure to harmful atmospheric conditions such as airborne emissions or acid rain;
3. Normal color change due to environmental exposure;
4. Endura Product applied over previously repaired or repainted areas;
5. Endura Topcoat Product applied over another manufacturer's primer product;
6. Contamination of the surface to be coated causing loss of adhesion;
7. Contamination of coatings applied either before, during or after application;
8. Rust within the area covered by the Endura Product, originating by any means;
9. Fading of metallic colors not applied in the basecoat/clearcoat system; and
10. Inaccurate color matches.