#### LIMITED WARRANTY ON MIRACLE COAT

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE GOODS DESCRIBED IN THIS WARRANTY WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT

APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER

THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

# OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPLACEMENTS DESCRIBED BELOW IN THIS LIMITED WARRANTY STATEMENT

#### **Limited Warranty Information (For consumers)**

- This limited warranty begins on the date the MIRACLE COAT products: MIRACLE COAT, MIRACLE M, MIRACLE PHANTOM, MIRACLE X, MIRACLE COLORSHIELD and MIRACLE VISION (each, a "MIRACLE COAT product", collectively, the "MIRACLE COAT family product") is installed. It is valid only for the original owner who received the service to install the MIRACLE COAT product from an authorized installer and is not transferable to a new vehicle owner if the vehicle is sold or transferred.
- MIRACLE COAT is designed and manufactured for reliability and durability, which are our top priorities. This limited warranty begins from the date the MIRACLE COAT product was installed and lasts for (i) 10 years for MIRACLE COAT, MIRACLE M, MIRACLE PHANTOM, MIRACLE X, MIRACLE COLORSHIELD and (ii) 3 years for MIRACLE VISION (each period, the applicable "Warranty Period"). This limited warranty is not extended if we replace the product or if the product was removed and reinstalled by you or a third party after the initial installation.
- If you notice the film peeling off immediately after the product installation, visit the original authorized installer within such installer's inspection warranty date.

#### **Limited Warranty Information (For installers)**

• This limited warranty begins on the date of the shipments of the MIRACLE COAT products: MIRACLE COAT, MIRACLE M, MIRACLE PHANTOM, MIRACLE X, MIRACLE COLORSHIELD and MIRACLE VISION (each, a "MIRACLE COAT product", collectively, the "MIRACLE COAT family product"). Delivery shall be made FOB 214, Sejung Techno Valley, 134, Gongdanro, Heungdeokgu, Chungbuk, 28576, South Korea. If you notice a defect, follow the steps described in the Warranty Procedure section below within 60 days of receiving the product.

## What Does This Warranty Cover?

This limited warranty covers material defects in the MIRACLE COAT family products during the Warranty

Period.

Defects are limited only to:

- The failure of adhesion when applied to an automobile;
- Bubbling of the MIRACLE COAT family products;
- Delamination of the MIRACLE COAT family products; and
- Other manufacturing defects at the discretion of the manufacturer.

#### **Circumstances Not Covered by Warranty**

This limited warranty does not cover the following:

- User-Related Issues: This includes but is limited to the loss of product function due to improper application, unauthorized installation or repair, failure to follow product instructions, including application, maintenance and care instructions, or external attachments on the vehicle.
- Environmental Damage: Damage resulting from natural events such as hail, sun exposure, sandstorms, tornadoes, hurricanes, or any other weather-related conditions is not covered.
- External Impact: Any damage caused by improper use, transportation or storage of the product, accidents, road debris, abuse, modifications, or other actions or events beyond our reasonable control is excluded from the warranty.
- Chemical Damage: Issues arising from exposure to chemicals or other substances that can degrade or damage the coating are not covered.
- Ordinary Wear: Any damage resulting from normal wear and tears, including but not limited to minor scratches, scuffs, and general degradation of the film over time.
- Warranty does not cover paint damage during and arising from MIRACLE COAT product removal process.
- Please note this warranty will not apply if the product is damaged due to improper care. MIRACLE COAT family products must be used in accordance with any and all of the relevant and applicable laws, regulations and ordinances, or the warranty will be voided.

### Caring for your PPF & GPF

Paint Protection Film ("PPF") is an excellent way to safeguard your vehicle's paint from scratches, rock

chips, and other damage. Glass Protection Film ("GPF") is an excellent way to safeguard your vehicle's windscreen or other glass compartments from scratches, rock chips, and other damage. Proper care and maintenance are crucial to ensure longevity and effectiveness.

- We recommend avoiding washing your vehicle for 10 days following either of the PPF or GPF application, as applicable. Afterwards, we suggest hand washing your vehicle. When drying your vehicle, avoid rubbing the film vigorously with a rough, dry towel. Instead, use a soft microfiber towel.
- For those vehicles with existing paint issues (for example, repainted, poorly painted, damaged paint), the paint may peel off when the film is removed.

#### **Warranty Procedure (For consumers)**

In the rare event a defect occurs after the installation of a MIRACLE COAT product, contact the authorized

installer where you received the service first.

If the installer is unable to resolve the issue, please submit your claim by email to sales@miraclecoatusa.com with the following information within 30 days of you discovering the defect:

(i)

a detailed description of the defect, (ii) supporting pictures, and (iii) either the original receipt of sale or certificate of installation issued by the authorized installer with the installation date.

If any of the above conditions are not met, you will not be eligible for this warranty.

If we determine the problem is due to a defect in the product, we will replace the amount of the length of the defective part that has been installed on the vehicle free of charge.

#### **Warranty Procedure (For installers)**

In the rare event a defect occurs before the installation of a MIRACLE COAT product, a warranty claim must be filed by you within 60 days of you receiving the product. The claim must include a detailed description of the defect, supporting pictures, and receipt or acceptable proof of purchase by submitting an

email to sales@miraclecoatusa.com. Upon request, we may ask for additional information, provide you with additional instructions, or that you return defective product to us at our expense for further review of the claim. If the above procedures and instructions are not met, you will not be eligible for warranty. We will not be liable for a breach of the warranty if: (i) you make any further use of the product after giving such notice; (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (iii) you alter or repair such product without our prior written consent.

If we determine the problem is a defect with the product, we will replace the product free of charge.

#### LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. OUR LIABILITY SHALL

UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT, NOR SHALL WE NOR THE INSTALLER OF MIRACLE COAT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM THE MIRACLE COAT PRODUCT, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## What Can You Do In Case of A Dispute With Us?

Any dispute regarding this limited warranty shall be exclusively resolved through alternative dispute resolution and will not be litigated. The following dispute resolution procedure is available to you if you believe that we have not performed our obligations under this limited warranty:

- a. Within 30 days after written notice of any dispute arising under this limited warranty, the parties shall meet to attempt to negotiate a good faith resolution.
- b. If a negotiated agreement cannot be reached under subpart (a), the parties agree to mediate their dispute within 60 days thereafter. Any mediation shall be before a mediator mutually agreed upon by the parties.
- c. If a resolution is not reached following good faith negotiations and mediation, then the dispute shall be finally determined by binding arbitration before a single, mutually agreeable arbitrator. Said arbitration proceeding shall be commenced no later than 120 days following mediation, unless otherwise agreed by all parties. Deadlines associated with the arbitration proceedings shall be by agreement of all parties or, failing agreement, shall be established by the arbitrator. Arbitration shall be administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, unless otherwise agreed by all parties. The arbitration shall be held in Austin, Texas. The parties shall be responsible for their own fees and expenses in connection with the arbitration. In addition, any fees or expenses imposed by the International Center for Dispute Resolution shall be assessed 80% against the party initiating arbitration and 20% by the other parties.