

- I. **SCOPE OF THIS LIMITED WARRANTY:** Cal-Tex Protective Coatings, Incorporated ("CalTex") warrants that, where the ResistAll Marine product (the "Product") is properly and professionally applied to Your Vessel (the "Treated Surfaces"), should the Product fail to perform as specified herein, CalTex will pay to remedy the damaged portion of the Treated Surfaces of Your Vessel as provided in this Limited Warranty (the "Warranty").
- A) **ONE-YEAR BASIC PACKAGE:**
- a) **PAINT AND GELCOAT PROTECTION:** The factory-painted and factory-gelcoated Treated Surfaces of the Vessel that are above the water line are warranted during the Term set forth on the Registration Form associated with this Warranty against damage caused by weather-induced fading or loss of gloss.
  - b) **FABRIC, CARPET, VINYL, AND LEATHER PROTECTION:** The fabric, carpet, vinyl, and leather Treated Surfaces of the Vessel are warranted during the Term set forth on the Registration Form associated with this Warranty against damage caused by stains resulting from spilled food or beverages.
- B) **RESISTALL MARINE PACKAGE:**
- a) **PAINT AND GELCOAT PROTECTION:** The factory-painted and factory-gelcoated Treated Surfaces of the Vessel that are above the water line are warranted during the Term set forth on the Registration Form associated with this Warranty against damage caused by the following: weather-induced fading or loss of gloss, Oxidation, Hard-Water Etching, Industrial Fallout, bird droppings, insects (including love bugs), tree sap, ocean spray, acid rain, and accidental paint overspray.
  - b) **FABRIC, CARPET, VINYL, AND LEATHER PROTECTION:** The fabric, carpet, vinyl, and leather Treated Surfaces of the Vessel are warranted during the Term set forth on the Registration Form associated with this Warranty against damage caused by the following: spilled food or beverages, oil-based stains, dyes, inks, fading or discoloration resulting from the sun's ultraviolet rays, mold, mildew, chewing gum, crayons, makeup, lipstick, and blood and bodily fluids (including blood and bodily fluids from pets). The Product is also warranted to prevent rips or tears in vinyl or leather surfaces up to six inches (6") in length, or punctures in vinyl or leather surfaces up to one half inch (1/2") in diameter and one inch (1") in length.
- II. **REMEDY FOR FAILURE OF THE PRODUCT:**
- A) **NEW VESSELS:** CalTex will, in its sole discretion and to the extent reasonably possible, clean, dye, polish, detail, restore, repair, replace (replacement applies to the fabric, carpet, vinyl, and leather Treated Surfaces of the Vessel only and does not apply to the painted or gelcoated Treated Surfaces of the Vessel) or repaint the damaged portion of the Treated Surfaces, and only the damaged portion of the Treated Surfaces, at no charge to You.
- B) **USED VESSELS:** CalTex will, in its sole discretion and to the extent reasonably possible, clean, dye, polish, detail, restore, or repair the damaged portion of the Treated Surfaces, and only the damaged portion of the Treated Surfaces, at no charge to You.
- C) **ALL VESSELS:**
- a) The remedy for stains on the fabric, carpet, vinyl, or leather surfaces of the Vessel caused by dyes, or inks is limited to professional dyeing of such fabric, carpet, vinyl, or leather surfaces.
  - b) The remedy for mold and mildew damage is limited to cleaning and repairing the damaged portion of the Treated Surfaces of Your Vessel.
  - c) In the event of a valid claim under this Warranty, CalTex will, in its sole discretion, determine the appropriate method for remedying the damaged portion of the Treated Surfaces of Your Vessel.
  - d) **For all authorized replacements of Treated Surfaces, CalTex has the option to use new, refurbished, reconditioned, non-original manufacturer, or aftermarket components and materials.**
  - e) **In no event will the warranty claim payment for remedying the damaged portion of the Treated Surfaces of Your Vessel exceed the current value of Your Vessel, as determined by the National Automobile Dealers Association (N.A.D.A.) Boat Guide average trade-in value, at the time that the Warranty claim payment is made under this Warranty.**
  - f) When repairing or replacing the fabric, carpet, vinyl, or leather Treated Surfaces of the Vessel, or when repairing the painted or gelcoated Treated Surfaces of the Vessel, it may not always be reasonably possible to exactly match the color and/or texture of the undamaged Treated Surfaces. These color/texture discrepancies are not covered under this Warranty, and CalTex is not responsible for such color/texture discrepancies.
  - g) In the event of a claim under this Warranty, CalTex reserves the right to inspect the damaged portion of the Treated Surfaces of Your Vessel prior to validating the claim and authorizing a remedy.
  - h) In no event will CalTex be responsible for repairing or replacing Treated Surfaces of the Vessel that have been previously repaired or replaced by CalTex under this Warranty.
- III. **EXCEPTIONS TO THIS WARRANTY: THIS WARRANTY DOES NOT COVER:** (1) Exterior surfaces of the Vessel that are below the water line; (2) Damage that occurred or existed prior to the application of the Product to Your Vessel; (3) Damage from natural causes, normal wear and tear, or age; (4) Damage caused by pets (other than damage resulting from blood or bodily fluids from pets); (5) Damage caused by acts of abuse, vandalism, theft, fire, burns (including cigarette burns), flood, wind, lightning, hail, alterations, stone or sand abrasion, misuse, negligence, intentional acts, spilled paint, acids, harsh or corrosive chemicals, the exhaust system, or acts which would cause abnormal discoloration or deterioration; (6) Rust, surface corrosion, or corrosion perforation; (7) Cracking, bubbling, chipping, peeling, crazing, flaking, spotting, or separating of the Vessel's painted or gel-coated Treated Surfaces; (8) Damage to the Vessel's mechanical or moving parts, bimini tops, awnings, swim platforms, decals, graphic designs, vehicle wraps, exhaust system, trim areas, hinges, steering wheels, seat belts, floor mats, suede surfaces, or nubuck or aniline leather surfaces; (9) Damage to aftermarket parts, components, or equipment, including but not limited to aftermarket floor mats, aftermarket carpet, and exterior/interior accessories; (10) Damage resulting from Vessel manufacturing defects or damage covered under the Vessel manufacturer's warranty; (11) Damage caused by impact, collision, scratches, dings, or dents; (12) Cracking of the fabric, carpet, vinyl, and leather Treated Surfaces; (13) Damage to areas, parts, or components of the Vessel that have been previously altered, modified, repaired, or replaced or damage to areas, parts, or components of the Vessel where paint or gelcoat has been reapplied; (14) Damage arising out of catastrophic events (e.g., accidents, injuries, or death) that produce large volumes of blood or bodily fluids; (15) Loose seam stitching; (16) Damage to any surfaces of the Vessel that are not the Treated Surfaces of the Vessel; (17) Boats that are over forty-five feet (45') in length; (18) Reapplication of paint or gelcoat to the Treated Surfaces of the Vessel; (19) Rips and tears in vinyl/leather greater than six (6) inches in length; (20) Punctures in vinyl/leather greater than half an inch (1/2") in diameter or one inch (1") in length; or (21) Peeling of bonded vinyl and bonded leather.
- IV. **LIMITATIONS ON CALTEX'S LIABILITY: CALTEX'S MAXIMUM LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE SPECIFIC REMEDIES SET FORTH IN THIS WARRANTY, SUBJECT TO THE LIMITATIONS AND EXCEPTIONS CONTAINED HEREIN. CALTEX SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ANY IMPLIED WARRANTIES ACCOMPANYING THE SALE OF THE PRODUCT TO YOU ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**
- V. **YOUR RESPONSIBILITIES:**
- A) You must maintain Your Vessel as recommended by the Vessel's manufacturer, and You must regularly inspect Your Vessel for damage to the Treated Surfaces.
  - B) Upon noticing any damage to the Treated Surfaces of Your Vessel, You must contact CalTex and file a claim under this Warranty immediately, but in no event later than sixty (60) days after Your discovery of such damage. Failure to timely file a claim under this Warranty will result in the denial of coverage.
- VI. **CLAIMS PROCEDURE:** Contact CalTex via telephone at 1.800.707.9292 (option 2), via email at [claims@caltex.com](mailto:claims@caltex.com), or via the internet at <http://claims.ctpc.com> to file a claim under this Warranty or if You have any questions regarding Your claim. You may be asked to provide information, photographs, and evidence regarding the damage, a copy of Your Warranty, the Registration Form, proof of purchase of the Product, and/or Your identification. **For a claim under this Warranty to be considered, the claim must be filed during the Term set forth on the Registration Form associated with this Warranty.**
- VII. **DISPUTE RESOLUTION:** Any controversy or claim arising out of or relating to this Warranty or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of the prevailing party's Costs and Fees. "Costs and Fees" mean all reasonable pre-award expenses associated with the arbitration, including the arbitrator(s)' fees, administrative fees, travel expenses, out-of-pocket expenses (e.g., copying expenses, telephone expenses, etc.), court costs, witness fees, and attorneys' fees. The award of the arbitrator(s) shall be accompanied by a reasoned opinion. Both You and CalTex agree that this dispute resolution clause shall be a complete defense in any lawsuit, cause of action, class action, class arbitration, or other legal proceeding instituted in any federal, state, or local court with respect to any controversy or dispute arising out of this Warranty.
- VIII. **DEFINITIONS:**
- A) **Dealer** refers to the CalTex-authorized provider of the Product that is listed on the Registration Form.
  - B) **Hard-Water Etching** refers to mineral and water deposits that have collected on the factory-painted and factory-gelcoated Treated Surfaces of the Vessel and that You are unable to remove.
  - C) **Industrial Fallout** refers to tiny airborne metallic particles that settle on the factory-painted and factory-gelcoated Treated Surfaces of the Vessel and embed themselves into such painted or gelcoated Treated Surfaces.
  - D) **New Vessel** refers to a previously untitled Vessel that has fewer than 500 hours on the Vessel's motor as of the date that You purchase the Product from the Dealer.
  - E) **Oxidation** refers to ultraviolet-induced dulling, chalking, or fading of the factory-painted and factory-gelcoated Treated Surfaces of the Vessel that result from exposure to the sun and air.
  - F) **Term** refers to the period of time, as indicated on the Registration Form, that this Warranty is in effect. The Term commences on the date that You purchase the Product from the Dealer. There is no coverage under this Warranty after the Term expires unless You renew the Warranty pursuant to Section IX(E) (RENEWABILITY) below.
  - G) **Used Vessel** refers to either (i) a previously untitled Vessel that has more than 500 hours on the Vessel's motor as of the date that You purchase the Product from the Dealer, or (ii) a previously

titled Vessel that is less than eleven (11) model years old as of the date that You purchase the Product from the Dealer.

H) **Vessel** refers to the personal watercraft or boat (provided that such boat is forty-five feet (45') in length or less) listed on the Registration Form associated with this Warranty. Boats that are over forty-five feet (45') in length are not covered under this Warranty.

I) **You** and **Your** refer to the customer who signs and is listed on the Registration Form associated with this Warranty.

IX. **OTHER PROVISIONS:**

A) **PURCHASE PRICE:** Payment of the Purchase Price set forth on the Registration Form associated with this Warranty is due to the Dealer at the time of purchase of the Product.

B) **CANCELLATION:** This Warranty is non-cancellable.

C) **DEDUCTIBLE:** There are no deductibles under this Warranty.

D) **RENEWABILITY:** Subject to CalTex's written approval, this Warranty is **RENEWABLE FOR LIFE** in three (3) year increments (each a "Renewal Period") following the expiration of the Term or any subsequent Renewal Period for as long as You own the Vessel, provided that, at least thirty (30) days prior to the expiration of the Term or any subsequent Renewal Period, You pay a CalTex-authorized dealer to reapply the Product to Your Vessel at the then-prevailing reapplication price. To renew this Warranty, contact CalTex at the address or phone number set forth below.

E) **TRANSFERABILITY:** Subject to CalTex's written approval, this Warranty may be transferred during the Term by You to a second owner of the Vessel, provided that the second owner notifies CalTex of the transfer within thirty (30) days following the date that You sell/transfer the Vessel to the second owner. Contact CalTex for transfer fees and procedures. **There are no transfer fees if You are an active or retired member of the U.S. Military.**

F) **COMPUTATION OF TIME:** All time periods stated in this Warranty shall be computed by beginning the count on the date of the specified event.

G) **NOTICE TO CONSUMER: THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE.**

H) **ENTIRE AGREEMENT:** THIS WARRANTY REPRESENTS THE ENTIRE AGREEMENT BETWEEN CALTEX AND YOU AND CANNOT BE MODIFIED OR AMENDED IN ANY WAY OTHER THAN BY A WRITTEN AMENDMENT THAT IS SIGNED BY AN AUTHORIZED OFFICER OF CALTEX. THE ONLY INDIVIDUALS AUTHORIZED TO LEGALLY OR CONTRACTUALLY BIND CALTEX OR SPEAK ON BEHALF OF CALTEX ARE LOCATED AT THE ADDRESS SET FORTH BELOW. THE DEALER IS NOT AUTHORIZED TO EXTEND OR IN ANY WAY MODIFY THE TERMS OR CONDITIONS OF THIS WARRANTY, AND THE DEALER IS NOT AUTHORIZED TO RECEIVE DOCUMENTS, CORRESPONDENCE, OR NOTICES ON BEHALF OF CALTEX.