

### **Artdeshine Pro Coatings**

## Five (5) Years Limited Warranty

The Artdeshine Pro Coatings Five Years Limited Warranty is a voluntary manufacturer's warranty. It provides rights separate to rights provided by consumer law, including but not limited to those relating to non-conforming goods. As such, the Artdeshine Pro Coatings Five Years Limited Warranty benefits are in addition to, and not instead of, rights provided by consumer law and it does not exclude, limit or suspend a buyer's rights arising from consumer law. Users of this product have the right to choose whether to claim service under the Artdeshine Pro Coatings Five Years Limited Warranty or under their consumer law rights. Important: The Artdeshine Pro Coatings Five Years Limited Warranty terms and conditions shall not apply to consumer law claims. For a full understanding about consumer law and your rights, you should consult the laws of your country or state.

# ALL CLAIMS MADE UNDER ARTDESHINE PRO COATINGS FIVE YEARS LIMITED WARRANTY WILL BE GOVERNED BY THIS WARRANTY DOCUMENT.

#### WHAT IS COVERED BY THIS WARRANTY?

Your Artdeshine Nano Graphene Coating (NGC V3) or Artdeshine Metal Oxide Coating (CMO V2) product, referring only to the liquid coating contained in the original packaging and bottle ("Product") is warranted against

- (i) damage (gelation, drying, hardening, swelling)
- (ii) not performing stated capabilities not more than two (2) weeks after full curing
- (iii) application issues (e.g. unable to spread evenly, cannot be wiped off clearly, etc.)
- (iv) manufacturing issues (e.g. poor workmanship, manufacturer discovery of incorrect formulation, improper mixing, etc.)
- (v) sedimentation not able to disperse evenly after shaking product
  - (all above termed "Defects")
- (vi) product bonding failure (adherence to surface)

for a period of FIVE (5) YEARS from the date of installation and/or for a period of TWO (2) YEARS for Defects from the date of purchase ("Warranty Period") and when used, stored, maintained, after-cared or applied in accordance with guidelines in included installer's guide (may also be named Technical Guide or User Guide). Artdeshine's guidelines include but are not limited to information contained in technical specifications, user manuals and service communications. You will not be able to direct your claims to Artdeshine if your Artdeshine product is purchased through a third-party not authorised or appointed by Artdeshine Pte Ltd.

If a defect arises during the Warranty Period, Artdeshine will at its option (1) replace the Product at no charge using only a new un-opened bottle of product and a new warranty card, (2) exchange the Product at no charge using only a new un-opened bottle of product and a new warranty card, or (3) refund the original purchase price.



#### WHAT IS NOT COVERED BY THIS WARRANTY?

This warranty does not apply:

- (a) to damages or defects of consumable parts such as packaging, decals, instruction manuals, application guides, installer guides, applicator pads that may or may not be included in the Artdeshine Nano Graphene Coating product you purchased.
- (b) to damage or issues caused by use with a third party component or product that does not meet the Artdeshine Product's specifications or recommendations (e.g. maintenance products, other brands of detailing products)
- (c) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause
- (d) to damage caused by operating the Product outside Artdeshine's published guidelines
- (e) to Product that has been modified to alter functionality or capability without the written permission of Artdeshine
- (f) to defects caused by normal wear and tear or otherwise due to the normal aging of the Product
- (g) if any serial number has been removed or defaced from the warranty card in packaging
- (h) If Product is being used for testing, sampling, reviewing, marketing, experimentation, advertising or any activity that is deemed not authorised.
- (i) If Product is being used by an unauthorised installer
- (j) If Product is being used on anything other than stated suitable automotive surfaces

In no event shall Artdeshine be liable for (a) loss or damage, which as of the product's purchase cannot be regarded as being caused by Artdeshine's breach of these warranty terms; or (b) losses caused by the user's fault, loss of customers or loss of profits or benefits.

#### WHAT ARE YOUR RESPONSIBILITIES?

Before installation or use of Product, read and understand the published guidelines in Installer's Guide pertaining to technical specifications, application, after-care and storage instructions.

After installation of Product, utilise provided sticker decals in packaging to record information of vehicle, date of installation, warranty number and installer's name. These information will be requested by Artdeshine or appointed agents upon warranty claim.

The warranty cards provided in fully packaged product can be passed on to customers or kept safely by installers. Each warranty card comes with a unique number that is recorded by Artdeshine Pte Ltd to keep track of the formula and batch details.

Before receiving warranty service, Artdeshine or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Artdeshine's procedures for obtaining warranty service.

## WARRANTY SERVICE OPTIONS

Artdeshine will provide warranty service through one or more of the following options:

- (i) Carry-in service. You may return your Product to an Artdeshine distributor or re-seller location.
- (ii) Mail-in service. If Artdeshine or appointed distributors and re-sellers determines that your Product is eligible for mail-in service, arrangments will be made to send you prepaid waybills and applicable packaging material, so that you may ship your Product to Artdeshine or appointed distributors and resellers. Artdeshine will pay for shipping to and from your location if instructions regarding the method of packaging and shipping the Product are followed.
- (iii) Pick-up service. Artdeshine or appointed distributors and re-sellers may arrange a pick-up service to conduct a replacement or exchange service.





Service where Artdeshine does not require return of the replaced Product. Artdeshine will ship you free of charge a replacement Product.

## LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARTDESHINE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

No Artdeshine distributor, reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Artdeshine Product manufacturing took place. Artdeshine Pte Ltd or its successor in title is the warrantor under this Warranty. Artdeshine is not obliged to be liable or accountable for any third party warranty given by Artdeshine's distributors or resellers to you and from you to your customers or receivers of service utilising this Product.