

SPS GRAPHENE COATING SERVICE CONTRACT

DEFINITIONS

Words used in this Service Contract that have an initial capital letter have the defined meaning or value as set out below.

Applicant means the purchaser of this Protection Guarantee Service Contract who is 18 years of age or over and a Canadian resident whose name appears on the Application Page. The Applicant may also be referred to as "You" and "Your".

Application Page means the document attached to the Terms and Conditions, containing information regarding the Applicant, the Vehicle, and this Protection Guarantee.

Authorized Vendor means an SPS approved third party vendor authorized to sell and/or service this product.

Effective Date means the date this Service Contract begins, as shown on the Application Page.

Expiry Date means the date this Service Contract ends, as shown on the Application Page.

Interior Shield means the protective coating that has been applied to the interior of Your Vehicle.

Lienholder means any financial institution that has advanced the money for the purchase of SPS Graphene Coating for Your Vehicle.

Original Selling Dealer means the dealership where You purchased Your Vehicle, as set out on the Application Page.

SPS Graphene Coating means the protective coating that has been applied to the exterior of Your Vehicle.

Primary Insurance Carrier means an insurance company duly licensed to conduct business in Canada, which is the insurer of Your Vehicle as evidenced by the issuance of a Primary Insurance Policy.

Primary Insurance Policy shall mean a valid Insurance Policy that You purchase from a Vehicle Insurer covering loss, damage and liability on Your Vehicle.

Protection Guarantee means the coverage provided for the Term specified on the Application Page of this Service Contract and as described below.

Service Contract means, collectively, the Terms and Conditions in this document and the completed Application Page.

Term means the period commencing on the Effective Date and ending on the Expiry Date as specified on the Application Page.

Total Loss means an incident of accidental damage, theft or fire that results in the Vehicle Insurer classifying the Vehicle as beyond economic repair and for which the Vehicle Insurer pays You a Total Loss settlement under the Vehicle Insurance Policy.

Vehicle means the Vehicle identified on the Application Page.

We|Us|Our means Surface Protective Solutions, #100-7207 Fairmount Dr SE Calgary, AB T2H 0X6, the Administrator of this Protection Guarantee of of SPS Graphene Coating under this Service Contract.

You|Your means the Applicant(s) listed on the Application Page of this Service Contract.

The sections and paragraph headings used in this Service Contract are used for convenience only and do not in any way affect the interpretation of this Protection Guarantee.

GENERAL TERMS AND CONDITIONS

The Service Contract is limited to the Terms and Conditions set forth herein. In no event shall We be liable for any injury to, or death of, a person or for any loss of, or damage to, any property except to the extent provided under the terms of this Service Contract. In no event shall We be liable for any special, indirect or consequential damages.

- The age of the Vehicle must be less than 7 model years.
- The Protection Guarantee is only available in Canada and the Continental United States.
- The maximum aggregate reimbursement of claims that may be made by You under this Service Contract is limited to \$10,000.
- For Claims, there may be instances where an Authorized Vendor is not available in Your area to perform the reapplication and it would not be commercially practicable to reapply the SPS Graphene Coating. In such an instance, We reserve the right to make cash settlements for the claim reimbursement. Such settlements will be based on labour market rates for similar product applications in Your general geographic area.
- All dollar amounts referred to in this Service Contract are stated in Canadian Dollars.

Term And Termination

This Service Contract is limited to 10 years beginning on the Effective Date.

This Service Contract shall automatically terminate upon the earliest of the following dates:

- The date of repossession of the Vehicle by the Lienholder;
- The date that the Vehicle is deemed a Total Loss by the Primary Insurance Carrier;
- The date that the Vehicle is traded-in, sold, or ownership is transferred; or
- The Expiry Date.

SPS GRAPHENE COATING TERMS AND CONDITIONS

Protection Guarantee

When Your Vehicle is treated with SPS Graphene Coating, We guarantee that all SPS Graphene coated surfaces will maintain a new look finish and protect against bird droppings, tree sap, fading, oxidation, hard water spots or mineral deposits, acid rain and other environmental contaminants.

If the above mentioned cannot be cleaned according to the Care Instructions below, contact Your Original Selling Dealer or an Authorized Vendor to initiate a Claim (see Claims Procedure Below). The effected area will be cleaned, prepared and the SPS Graphene Coating will be professionally reapplied by Your Original Selling Dealer or an Authorized Vendor at no charge to You.

Care Instructions for SPS Graphene Coating

SPS Graphene Coating can take up to seven (7) days to fully cure.

- Seven (7) days following the application of the coating:
 - Do not use soaps or detergents on Your Vehicle;
 - Do not park underneath trees that may be dripping sap; and
 - Do not leave bird droppings on the painted surface for an extended period of time; rinse them off with water as soon as possible.
- After the curing process:
 - Clean and wash bird droppings, tree sap, hard water spots or mineral deposits, acid rain and other environmental contaminants with a quality automotive soap and soft wash mitt.
- Throughout ownership:
 - It is recommend not to use brush contact car washes to in order to prolong longevity of your SPS Graphene Coating.

Limitations and Exclusions

PLEASE NOTE: If harmful chemicals such as bug, tar, or tree sap remover are used on Your Vehicle, SPS Graphene Coating must be professionally reapplied to the affected surfaces at Your expense. Failure to do so may result in Your claim being denied.

The following are not covered under this Service Contract:

- Damage caused by the failure to regularly wash (at minimum monthly) Your Vehicle;
- Damage caused by the failure to timely remove harmful substances (e.g. bird droppings), according to the Care Instructions listed above;
- Etching or staining, or damage caused by etching or staining on matte finish clear coat paint;
- Damage caused by harmful chemicals (e.g. bug, tar, tree sap removal products);
- Damage to surfaces where wax or sealants have been applied over the SPS Graphene Coating;
- Damage caused by pre-existing conditions;
- Damage that is not reported within sixty (60) days;
- Damage to an area where SPS Graphene Coating was not applied by Your Original Selling Dealer or an Authorized Vendor;
- Damage to areas on which SPS Graphene Coating has not been professionally reapplied by an Authorized Vendor after a paint or body repair; and
- Damage caused by collisions or vandalism or Acts of God.

CLAIM PROCEDURES

To make a claim under the SPS Graphene Coating Protection Guarantee, please contact Your Original Selling Dealer, an Authorized Vendor or Us at 1-877-650-3168. You can also email Us at claims@surfaceprotectivesolutions.com. We will arrange for the affected area(s) to be inspected by Your Original Selling Dealer or an Authorized Vendor to determine whether Your claim is covered or excluded as per the Terms and Conditions of this Service Contract. Once the claim has been approved, Your Vehicle will be cleaned, prepared, and the SPS Graphene Coating will be reapplied.

ALL CLAIMS WILL BE DENIED IF OUR PRIOR AUTHORIZATION HAS NOT BEEN OBTAINED OR THERE IS EVIDENCE OF ANY FRAUDULENT MISREPRESENTATION

This Protection Guarantee is subject to the General Exclusions set out below.

SPS GRAPHENE COATING EXCLUSIONS

This Protection Guarantee does not extend to:

- Commercial vehicles, taxis, driving school vehicles, courier vehicles, rental vehicles or any vehicle used for competitions/rallies;
- Any damage that occurs outside of Canada and the United States (please note that all claims will be paid in Canadian Dollars based on the exchange rate at the date of the claim);
- Any damage which is covered by any warranties issued by the manufacturer;
- Any loss or damage resulting from a Vehicle accident or collision;
- Any damage that is the result of a manufacturer's defect;
- Any consequential loss or damage whatsoever, including loss, damage or injury to persons or property resulting from the failure of any of the parts of the Vehicle described herein or the repair or replacement completed in connection with this Service Contract; and
- Any claim where:
 - You or any person on Your behalf falsely swears or commits any fraudulent act with respect to this Service Contract or claims made under it;
 - a claim is not reported to Us within sixty (60) days from the date the damage occurs;
 - the damage results from off-road use, racing, misuse, abuse, lack of proper maintenance, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, any loss covered by primary physical damage insurance or a collision; or
 - the damage is related to inclement weather, accidents, vandalism, acts of God, acts of war or terrorism.

TRANSFER

This Service Contract is between You and Us. It is non-transferable.

CANCELLATION

This Service Contract is non-cancellable.

PERSONAL INFORMATION PROTECTION

We recognize and respect the importance of privacy. When You purchase SPS Graphene Coating, We establish a confidential file to collect, use and disclose Your personal information only as necessary to process Your purchase, administer claims on Your behalf and for the purpose of maintaining records concerning Our relationship with this Service Contract. This file is kept in the offices of Surface Protective Solutions. You may exercise certain rights of access and rectification with respect to the information in Your file by sending a request in writing to:

Surface Protective Solutions
#100-7207 Fairmount Dr SE
Calgary AB, T2H 0X6
claims@surfaceprotectivesolutions.com