

# TERMS AND CONDITIONS OF WARRANTY

1. DISPUTE SETTLEMENT AND ARBITRATION. CUSTOMER AND G&D ACKNOWLEDGE AND AGREE THAT IN THE EVENT A DISPUTE OR CONTROVERSY ARISES CONCERNING THIS AGREEMENT OR THE REPAIRS TO THE VEHICLE, CUSTOMER and G&D SHALL FIRST ATTEMPT IN GOOD FAITH TO SETTLE THE DISPUTE.

2. Limited Warranty. Subject to the obligations and exclusions below, G&D warrants the repairs against defects in materials and workmanship for the applicable period of time set forth in Section 2(A) During such time, G&D will repair or replace any parts which prove to be defective by reason of improper workmanship or materials without charge for parts or labor relating thereto, subject to the terms and conditions herein, including, but not limited to Section 2(C) below. All warranty repairs must be performed at G&D Auto Collision.

A. Warranty Period. Non-Transferability and Non-Assignability. Except as otherwise provided herein, G&D Auto Collision warrants the repairs and paint only to Customer and for only as long as Customer owns the vehicle. Customer may not expressly or implicitly transfer or assign any rights granted under this limited warranty.

B. Defects in Manufacturer's Parts, Material or Accessories. In certain instances G&D may use parts, materials or accessories in its repairs that have been procured from third-party manufacturers and/or suppliers. In such instances, G&D warrants such parts, materials or accessories only to the extent that the third-party manufacturer or supplier's warranties apply to G&D Auto Collision.

C. Limitations and Exclusions. This limited warranty does not apply to repairs necessitated by any cause beyond the reasonable control of G&D, including any defects, damage or malfunctions caused by or resulting from unauthorized service or parts, improper or inadequate vehicle maintenance, use for which any parts or accessories were not designed or approved, alterations, accidents, modification of repairs, subsequent repairs performed by a party other than G&D, abuse, misuse, neglect, or acts of God. No warranty will be provided for any partial repairs where customer chose to not

repair vehicle in the optimal manner. No warranty will be provided for repairs to rusted panels.

D. Environmental Damage. This limited warranty does not apply to damage caused by chemicals, tree sap, road salt, sand, rocks, pebbles, hail, windstorms, sun, pollution or other environmental factors or road hazards that may damage cloth, leather, plastic, wood, vinyl, paint, chrome, upholstery and/or convertible tops.

3. DISCLAIMERS. THE FOREGOING PARAGRAPH 2 IS THE COMPLETE LIMITED WARRANTY FOR G&D REPAIRS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER EXPRESS WARRANTIES ARE MADE WITH RESPECT TO G&D REPAIRS IN NO EVENT WILL G&D BE LIABLE TO THE CUSTOMER OF THE VEHICLE DESCRIBED IN THIS AGREEMENT, FOR ANY COMMERCIAL DAMAGES, EXPENSES, LOST REVENUES, LOST SAVINGS OR ANY OTHER SPECIAL, INDIRECT INCIDENTAL OR CONSEQUENTIAL LOSSES OF A COMMERCIAL NATURE WHATSOEVER, EVEN IF G&D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT ANY PART OF THIS LIMITED WARRANTY IS IN CONFLICT WITH APPLICABLE LAW, G&D WILL FOLLOW APPLICABLE LAW.

4. Entire Agreement, Headings, Validity. Customer acknowledges that he/she has not been induced to authorize repairs by any representation or warranty not set forth in this agreement. This is the entire agreement between G&D Auto Collision and Customer, and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. This agreement may only be modified in writing, signed by G&D Auto Collision and Customer, either through manual or digital signatures.