

**1. AXALTA'S UNDERTAKING**

- 1.1 This warranty agreement is between Axalta Coating Systems, LLC ('Axalta') and the person whose details are set out in the warranty certificate overleaf, being the owner or lessee or lawful possessor under any other right ('the customer') of the vehicle ('the vehicle') at the time that Nason<sup>®</sup>XL Car Refinishes ('the paint products') were applied to the vehicle.
- 1.2 At any time during the lifetime of the customer or the person to whom this warranty has been transferred in terms of paragraph 4, as the case may be, the paint products, to any greater extent than the original paint finish on the vehicle, craze, crack, peel or lift, or lose gloss or change color ('the defects'), Axalta undertakes, subject to the terms and conditions set out in this warranty agreement, to ensure that any such defect is rectified free of any charge to the customer, at a time and place and by a party reasonably determined by Axalta after consultation with the customer.

**2. HOW TO CLAIM UNDER THIS LIFETIME WARRANTY**

- 2.1 If the customer becomes aware of any alleged defect in the paint products, ('the alleged defect'), the customer must report it immediately to the person/party that applied the product ('the refinisher'), and must make the vehicle available for inspection at a reasonable time during normal working hours, as determined by Axalta, at the refinisher's premises or any other place reasonably determined by Axalta.
- 2.2 Axalta or its agent will, at the expense of Axalta, and together with the refinisher, if Axalta deems this necessary, examine and inspect the vehicle and conduct any other investigations which Axalta deems necessary in order to determine whether the alleged defect is a defect and whether this falls within the ambit of this agreement. In particular, Axalta or its agent or the refinisher may carry out any tests on the paint work of the vehicle as Axalta may deem necessary, even if these tests may damage the paint work and the customer irrevocably authorizes Axalta, its agent and the refinisher to carry out such tests.
- 2.3 If for any reason the customer is not reasonably able to report the alleged defect to the refinisher who applied the paint products, then the alleged defect must immediately be reported by the customer to Axalta in writing to Axalta Coating Systems, LLC., 50 Applied Bank Boulevard, Glen Mills, PA 19342. Axalta will then nominate an alternative refinisher and paragraphs 2.1 and 2.2 will apply in respect of such refinisher.

**3. WHEN THIS WARRANTY WILL NOT BE VALID**

- 3.1 This warranty will be of no force and effect and Axalta will accordingly not be under any obligation to ensure the rectification of any alleged defect in the paint products and the customer will not have any claim of any nature whatsoever against Axalta if:
  - 3.1.1 there is no defect, as defined, in the paint products as applied by a Axalta certified refinisher; or
  - 3.1.2 the repaired areas on the vehicle have not been repainted entirely with paint products from the Nason<sup>®</sup>XL range of automotive paint; or
  - 3.1.3 the refinisher has not complied in all respects with:
    - 3.1.3.1 the methods and procedures for the application of the paint products as set down by Axalta from time to time; or
    - 3.1.3.2 the terms and conditions set out in the agreement entered into between the refinisher and Axalta in terms of which the refinisher is authorized to issue this warranty; or
  - 3.1.4 the paint finish has not been maintained in accordance with the maintenance recommendations set out in paragraph 5 below; or
  - 3.1.5 the customer has not:
    - 3.1.5.1 promptly reported any alleged defect to the refinisher, or to Axalta, as the case may be, and complied in all respects with the terms and conditions of this warranty agreement; or
    - 3.1.5.2 completed and signed the Warranty Certificate overleaf at the time of collection of the vehicle from the refinisher; or
  - 3.1.6 the customer is unable to produce a copy of the Warranty Certificate at the time that the customer reports any alleged defect to the refinisher or Axalta, as the case may be; or

- 3.1.7 the alleged defect has arisen as a direct or indirect result of:
    - 3.1.7.1 external cause, whether deliberate or accidental, such as impact or the addition of chemicals; or
    - 3.1.7.2 the spread of rust from areas of the vehicle not painted with the paint products; or
    - 3.1.7.3 the deterioration of paint work on areas of the vehicle other than those to which the paint products have been applied; or
  - 3.1.8 the vehicle is no longer in roadworthy condition.
- 4. NON-TRANSFERABILITY**
- 4.1 This warranty is not transferable to any other person whomsoever, save for the owner or lawful possessor of the vehicle at the time that the paint products were applied, and will cease to be of any force and effect if and when ownership or possession of the vehicle is transferred to any person other than the person who was the owner or lawful possessor of the vehicle at the time that the paint products were applied.
- 5. HOW TO PROTECT NEW PAINTWORK?**
- 5.1 Avoid parking in areas that are prone to Industrial fall out.
  - 5.2 Caution must be exercised when parking under trees that emit sap and gum.
  - 5.3 The motor vehicle should be kept clean and washed regularly using a suitable recognized branded product.
  - 5.4 The use of strong and abrasive detergents and chemicals must be avoided at all times.

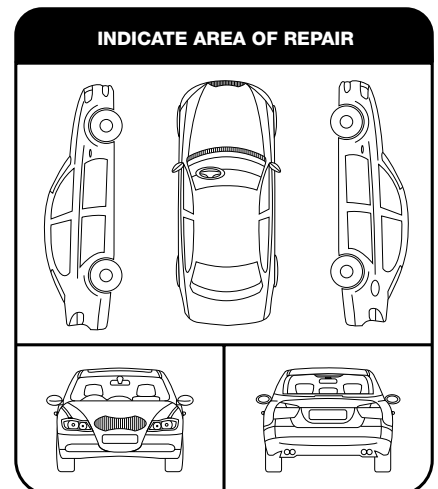
# nason<sup>®</sup>XL

## Paint Warranty

3-NA519

Date: \_\_\_\_\_

Signature of owner/lessee: \_\_\_\_\_





## Owners Warranty Agreement

### 6. DISCLAIMERS/LIMITATIONS

**6.1** EXCEPT AS EXPRESSLY SET FORTH HEREIN, AXALTA MAKES NO OTHER REPRESENTATION OR WARRANTY TO CUSTOMER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING ANY WARRANTIES RELATED TO USE, COMPATIBILITY, PERFORMANCE, OR ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND AXALTA DISCLAIMS ALL OTHER WARRANTIES.

**6.2** IN EVENT SHALL AXALTA BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, INDIRECT, EXEMPLARY, INCIDENTAL OR OTHER SPECIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT.

Date: \_\_\_\_\_ Between \_\_\_\_\_

(Name) of: (address: owner/lessee) \_\_\_\_\_

And (refinisher's name & address) \_\_\_\_\_

Model: \_\_\_\_\_ Reg no: \_\_\_\_\_

Color: \_\_\_\_\_ Quote: \_\_\_\_\_

Order/job no: \_\_\_\_\_ Invoice no. \_\_\_\_\_

Signature of refinisher: \_\_\_\_\_

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## Refinisher's File Copy Nason<sup>®</sup>XL Paint Warranty

Date: \_\_\_\_\_ Between \_\_\_\_\_

(Name) of: (address: owner/lessee) \_\_\_\_\_

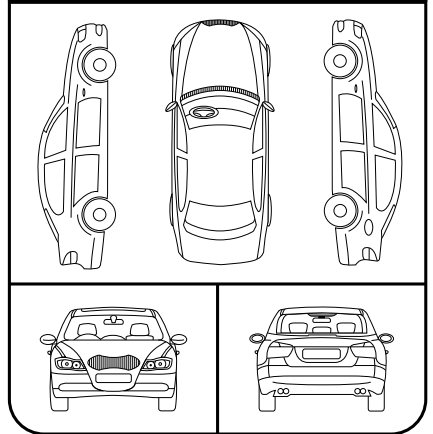
And (refinisher's name & address) \_\_\_\_\_

Model: \_\_\_\_\_ Reg no: \_\_\_\_\_

Color: \_\_\_\_\_ Quote: \_\_\_\_\_

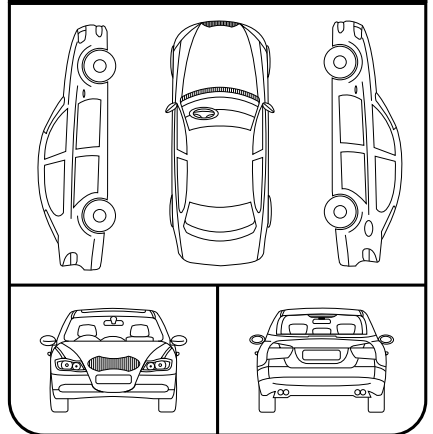
Order/job no: \_\_\_\_\_ Invoice no. \_\_\_\_\_

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