

PIP MEMBER #

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CUSTOMER REGISTRATION NO.

**JXR**

CUSTOMER REGISTRATION FORM

|                     |                |                |           |               |     |      |
|---------------------|----------------|----------------|-----------|---------------|-----|------|
| DEALER'S NAME       |                |                |           | Month         | Day | Year |
| DEALER'S ADDRESS    |                |                |           | Dealer Code   |     |      |
| CUSTOMER'S NAME     | Last Name      | First Name     | Initial   |               |     |      |
| CUSTOMER'S ADDRESS  | Street Address | City           | State     | Zip Code      |     |      |
| CUSTOMER'S PHONE    | Area Code      | Day/Work Phone | Area Code | Cell Phone    |     |      |
| VEHICLE INFORMATION | Make           | Year           | Model     | Serial Number |     |      |
| CUSTOMER'S E-MAIL   |                |                |           | PRODUCT COST  |     |      |

The Dealer who provides You with this Registration Form will complete this form. The Dealer will then return the original of this Registration Form to Cal-Tex Protective Coatings, Incorporated ("CalTex") at the address shown below. CalTex reserves the right to reject this Registration Form without obligation to any party if the proper fees are not submitted to CalTex by the Dealer within sixty (60) days of the date of the application of the Product to Your Vehicle. Please call CalTex at the toll-free number listed below if You have any questions regarding this Registration Form or the Limited Product Warranty. **THE PURCHASE OF THIS PRODUCT IS NOT REQUIRED AS A CONDITION TO OBTAIN FINANCING ON YOUR VEHICLE OR TO PURCHASE OR LEASE YOUR VEHICLE.**

**SELECT YOUR JANUS XTREME PROTECTION PACKAGE**

*SEE LIMITED PRODUCT WARRANTY FOR DETAILS*

**ONE-YEAR BASIC PACKAGE**

PAINT PROTECTION against damage to treated exterior painted surfaces caused by weather-induced fading or loss of gloss  
 FABRIC, VINYL, AND LEATHER PROTECTION against permanent staining to treated interior surfaces caused by spilled food or drink  
 WINDSHIELD PROTECTION (REPAIR ONLY) against chips or cracks up to six inches in length

Janus Xtreme Upgrade  2 Years  3 Years  4 Years  5 Years  6 Years  7 Years

**Janus Xtreme Package Includes:**

- ResistAll® NG Paint Protection**
- ResistAll® NG Fabric Protection**
- ResistAll® NG Leather / Vinyl Protection**
- ResistAll® Windshield Protection (REPAIR ONLY)**

The above selections indicate the term and plan of the Limited Product Warranty for which I am applying. I have read this Registration Form and the Limited Product Warranty, and I understand and agree to the terms and conditions contained in this Registration Form and in the Limited Product Warranty.

\_\_\_\_\_  
 CUSTOMER'S SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 AUTHORIZED DEALER'S SIGNATURE

\_\_\_\_\_  
 DATE

**I. DEFINITIONS:**

Dealer refers to the provider of the Product as specified on the Registration Form. The Dealer must be a CalTex-authorized provider of the Product.

**Hard Water Etching** refers to mineral and water deposits that have collected on the exterior Treated Surfaces of the Vehicle and that You are unable to remove.

**Industrial Fallout** refers to tiny airborne metallic particles that settle on the exterior Treated Surfaces of the Vehicle and embed themselves into the Vehicle's paint (also known as "rail dust").

**New Vehicle** refers to a Vehicle that, at the time of purchase of the Product, is no more than four (4) model years old.

**Rental Car Reimbursement** refers to rental car expense that You must directly pay out of pocket.

**Sand Abrasion** refers to dulling or fading due to windblown sand particles forced against and moving along the Vehicle's exterior Treated Surfaces.

**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 purchased the Product from the Dealer.

**Used Vehicle** refers to a Vehicle that, at the time of purchase of the Product, is more than four (4) model years old.

**Vehicle** refers to the automobile, truck, or van listed on the Registration Form associated with this Warranty (recreational vehicles and mobile homes are excluded).

**You and Your** refers to the retail customer who signs and is listed on the Registration Form associated with this Warranty.

**II. SCOPE OF THIS LIMITED PRODUCT WARRANTY:** Cal-Tex Protective Coatings, Incorporated ("CalTex") warrants that, where the Janus Xtreme product ("Product") is properly and professionally applied to Your Vehicle (the "Treated Surfaces"), should the Product fail to perform as specified herein, CalTex will remedy the damaged portion of the Treated Surfaces of Your Vehicle as provided in this Limited Product Warranty ("Warranty").

**BASIC PACKAGE:**

**PAINT:** The exterior Treated Surfaces are warranted during the Term selected on the Registration Form associated with this Warranty against weather-induced fading or loss of gloss.

**FABRIC OR VINYL/LEATHER:** The interior Treated Surfaces are warranted during the Term selected on the Registration Form associated with this Warranty against permanent staining of the interior that results from spilled food or drinks.

**WINDSHIELD:** The front windshield Treated Surface is warranted during the Term selected on the Registration Form associated with this Warranty against any chip or crack up to six inches (6") in length.

**JANUS XTREME PACKAGE:**

**PAINT:** The exterior Treated Surfaces, including spoilers, bumpers, trim areas, hinges, and side-view mirrors, are warranted during the Term selected on the Registration Form associated with this Warranty against the following: weather-induced fading or loss of gloss, oxidation, Hard Water Etching, water spotting on chrome, Industrial Fallout, bird droppings, insects (including love bugs), tree sap, road salt, de-icing agents such as liquid or dry magnesium and/or calcium chloride, Sand Abrasion, acid rain, brake dust staining on chrome or aluminum alloy wheels, headlight lens dulling or clouding, and combined paint overspray. (Note: The following exterior Treated Surfaces are limited to the remedy of cleaning the affected exterior Treated Surfaces to the extent reasonably possible, and the combined cleaning costs for all such exterior Treated Surfaces shall not exceed an aggregate of \$250.00 during the Term: (1) water spotting on chrome, (2) headlight lens dulling or clouding, and (3) brake dust staining on chrome or aluminum alloy wheels). CalTex will also pay to You a Rental Car Reimbursement of up to **Fifty dollars (\$50) per day** for a maximum of **seven (7) days** for exterior repainting.

**FABRIC OR VINYL/LEATHER:** The interior Treated Surfaces, including original factory floor mats and original factory-installed trunk and/or cargo area carpet, are warranted during the Term selected on the Registration Form associated with this Warranty against the following: permanent staining of the interior (including pigmented plastic door trim and consoles); odor caused by mold or mildew that results from spilled food or drink; and ultraviolet or weather-induced damage resulting in (1) fading or cracking of the vinyl/leather surfaces, (2) loose seam stitching, or (3) weakening of the vinyl/leather surfaces that result in either punctures that are less than ¼ inch in diameter or rips or tears that are less than one inch in length. The remedy for odor is limited to cleaning the damaged portion of the interior Treated Surfaces of the Vehicle. CalTex will also pay to You a Rental Car Reimbursement of up to **Fifty dollars (\$50) per day** for a maximum of **five (5) days** for interior treatment or replacement.

**WINDSHIELD:** The front windshield Treated Surface is warranted during the Term selected on the Registration Form associated with this Warranty against any chip or crack up to six inches (6") in length.

**III. REMEDY FOR FAILURE OF THE PRODUCT:**

**PAINT, FABRIC, OR VINYL/LEATHER:**

**NEW VEHICLES:** CalTex will, in its sole discretion and to the extent reasonably possible, clean, dye, polish, detail, restore, replace (replacement applies to Treated Surfaces on the interior of the Vehicle only), repair (including exterior surface preparation and repair of small dents, where reasonably feasible, that may affect the performance of the Product if the damaged portion of the exterior Treated Surface is not repaired prior to reapplication of the Product), or repaint the damaged portion of the Treated Surfaces, and only the damaged portion of the exterior Treated Surfaces, and then reapply the Product to the damaged portion of the exterior Treated Surfaces, at no charge to You.

**USED VEHICLES:** CalTex will, in its sole discretion and to the extent reasonably possible, clean, dye, polish, detail, or repair (including exterior surface preparation and repair of small dents, where reasonably feasible, that may affect the performance of the Product if the damaged portion of the Treated Surface is not repaired prior to reapplication of the Product) the damaged portion of the Treated Surfaces, and only the damaged portion of the Treated Surfaces, and then reapply the Product to the damaged portion of the exterior Treated Surfaces, at no charge to You.

**ALL VEHICLES:** When repairing or replacing the interior Treated Surfaces or when repairing or repainting the exterior Treated Surfaces, 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.

**WINDSHIELD:** CalTex will, in its sole discretion and to the extent reasonably possible, repair any chip or crack on the front windshield Treated Surface of the Vehicle which is less than six inches (6") in length.

**ALL CLAIMS:** 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. In the event of a claim under this Warranty, CalTex reserves the right to inspect the damaged portion of the Treated Surfaces prior to validating the claim and authorizing a remedy.

**IV. EXCEPTIONS TO THIS WARRANTY:**

**BASIC PACKAGE AND JANUS XTREME PACKAGE:** THE FOLLOWING ARE EXCLUDED: (1) Damage caused by acts of abuse, vandalism, fire, flood, wind, lightning, hail, nuclear radiation or radioactive contamination, war, invasions, civil war, insurrection, rebellion, revolution, acts of terrorism, alterations, stone abrasion, misuse, negligence, intentional acts, acids, harsh or corrosive chemicals and acts which would cause abnormal discoloration or deterioration; (2) Damage caused by pets (other than blood, vomit, and urine); (3) Odors caused by anything other than mold or mildew that results from spilled food or drink, including and without limitation, odors related to the operation of the Vehicle or any gasses emitted from the interior components of the Vehicle (4) Pre-existing conditions, damage from natural causes or normal wear and tear; (5) Paint cracking, chipping, peeling, crazing, spotting or separating; (6) Damage to truck beds, inside panels, railings, inside tailgates, headliners, steering wheels, seat belts, aftermarket floor mats, aftermarket trunk/cargo area carpet, exterior accessories or suede surfaces; (7) Damage that results from manufacturing defects or which is covered by the Vehicle manufacturer's warranty; (8) Damage caused by scratches, dents that are larger than 4 inches, dents located on non-metal surfaces or dents that the technician determines, in his or her own discretion, cannot reasonably be repaired using standard paintless dent repair methods; (9) Damage to any surfaces of the Vehicle that are not the Treated Surfaces of the Vehicle; (10) Cleaning, polishing, detailing, restoring, repairing, repainting, or otherwise preparing the damaged portion of the exterior Treated Surfaces of Your Vehicle beyond what is necessary to reapply the Product to the damaged portion of the Treated Surfaces so the Product may perform effectively; (11) Chips or cracks on the front windshield Treated Surface of the Vehicle that are greater than six inches (6") in length or in total size; (12) Ineligible vehicles including exotics and antique vehicles.

**BASIC PACKAGE:** ADDITIONALLY, THE FOLLOWING ARE EXCLUDED FROM THE BASIC PACKAGE: (1) Damage to chrome-plated areas, cargo areas, spoilers, bumpers, trim areas, hinges, side-view mirrors, floor mats, or saddle or split-grain leather; (2) Damage to Treated Surfaces that were not originally installed by the manufacturer of the Vehicle; and (3) Damage to Treated Surfaces that were previously repaired by CalTex.

**LIMITATIONS ON CALTEX'S LIABILITY:**

**A) CALTEX'S 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. IF CALTEX DOES NOT TIMELY RECEIVE FROM THE DEALER THE CORRECT REGISTRATION FEES FOR THIS WARRANTY TO BECOME EFFECTIVE, CALTEX SHALL HAVE NO LIABILITY TO YOU OR TO THE DEALER. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. 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. CALTEX EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

**B) AT NO TIME SHALL THE WARRANTY CLAIM PAYMENT FOR REMEDYING THE DAMAGED PORTION OF THE TREATED SURFACES EXCEED THE CURRENT VALUE OF THE VEHICLE, AS DETERMINED BY THE NATIONAL AUTOMOBILE DEALERS ASSOCIATION OFFICIAL USED CAR GUIDE AVERAGE TRADE-IN VALUE, AT THE TIME THAT THE WARRANTY CLAIM PAYMENT IS MADE UNDER THIS WARRANTY.**

**V. REQUIREMENT FOR THIS WARRANTY TO BECOME EFFECTIVE:** CalTex's receipt from the Dealer of the correct registration fees within sixty (60) days following the date that You purchased the Product from the Dealer.

**VI. YOUR RESPONSIBILITIES:**

A) You must regularly inspect Your Vehicle for damage to the Treated Surfaces and maintain Your Vehicle as recommended by the manufacturer.

B) Upon noticing any damage to the Treated Surfaces of Your Vehicle, You must contact CalTex and file a claim under this Warranty immediately, but in no event later than **thirty (30) days** after Your discovery of such damage. Failure to timely file a Warranty claim will result in the denial of coverage under this Warranty.

**VII. CLAIMS PROCEDURE:** Contact CalTex via telephone at (800) 707-9292 Option 2# or via email at [claims@ctpc.com](mailto:claims@ctpc.com) to file a claim under this Warranty or if You have any questions regarding Your Warranty claim. You may be asked to provide information or evidence regarding the damage, a copy of Your Warranty, the Registration Form, proof of purchase of the Product, and/or Your identification. **For a Warranty claim to be considered, the claim must be filed during the Term selected on the Registration Form associated with this Warranty.**

**VIII. DISPUTE RESOLUTION CLAUSE:** 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 arbitrators, all of their costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone expenses, court costs, witness fees, and attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion. Both CalTex and You agree that this dispute resolution clause shall be a complete defense in any suit, action, class action, class arbitration, or proceeding instituted in any federal, state, or local court with respect to any controversy or dispute arising out of this Warranty.

**IX. OTHER PROVISIONS:**

**CANCELLATION:** This Warranty is non-cancelable.

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

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

**NOTICE TO CONSUMER:** This Warranty is insured by Virginia Surety Company, Inc. under a contractual liability insurance policy. The Warranty is a product warranty and is not insurance.

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