

TOYOGUARD® LIMITED WARRANTY CERTIFICATE

SOUTHEAST TOYOTA DISTRIBUTORS, LLC (“We,” “our,” and “us”) provides the following Toyoguard® Limited Warranty to you, the owner of the motor vehicle that we have treated with TOYOGUARD® EXTERIOR PAINT SEALANT and TOYOGUARD® INTERIOR PROTECTOR. This limited warranty is between us and you, the warranty holder. This limited warranty is not provided by and does not bind or provide benefit to the vehicle dealer, manufacturer, or Toyota Motor Sales, U.S.A., Inc.

I. SCOPE OF LIMITED WARRANTY.

A. TOYOGUARD® EXTERIOR PAINT SEALANT.

1. ITEMS COVERED. We warrant that, for a period of 36 months or 36,000 miles, whichever shall occur first, from the date of delivery to the original retail purchaser or odometer reading zero of the new vehicle treated with TOYOGUARD® EXTERIOR PAINT SEALANT, we will restore the paint in the affected area, if the original paint on your vehicle cracks, peels, flakes or loses its gloss.

2. LIMITATIONS OF WARRANTY. This limited warranty does not apply to, and we will not repair or pay for:

- a.** any claim unless you wash your vehicle at least monthly;
- b.** damage to your vehicle from any cause, including without limitation, damage from any paint defects, foreign object damage, collisions, scratches, abrasions, dents, or nicks, whatever their cause, or damage caused by acid rain, corrosion, rust, industrial fallout, chemical spills, solvents or chemicals coming in contact with your vehicle, cleaning fluids and agents, insects, bird droppings, trees, or environmental pollutants;
- c.** damage to any part of your vehicle that is not treated by us with Toyoguard Exterior Paint Sealant, including, without limitation, metal-plated trim, plastic, chrome, decals, roof and deck racks, vinyl tops, stripes, clear paint protection, and if your Vehicle is a truck, its bed, tonneau cover, and tailgate;
- d.** any failure or damage caused by any misuse, abuse, negligence or lack of maintenance of your vehicle or deterioration caused by normal wear and tear, or fading of paint;
- e.** damage, if you fail to file a claim under this limited warranty following the procedures described in this Limited Warranty within thirty (30) days after the paint condition covered by this limited warranty appears on the body of your Vehicle;
- f.** damage that is covered by any manufacturer’s warranty or if, for any other reason, the manufacturer, importer, or distributor of the Vehicle will repair or pay for the repair of the paint; or
- g.** except to the extent required by the state whose law governs this limited warranty, any consequential, or secondary damages that you may suffer as a result of the need to repair the paint, such as, but not limited to, any loss of use, inconvenience, loss of wages, additional expense incurred, loss of transportation, rental car expense, or towing expense.

3. EXCLUSIVE REMEDIES. If you have a valid claim under this limited warranty for paint repair, we will restore the affected area. We are under no obligation to re-paint the non-affected area of the Vehicle. We have no obligation to you under this limited warranty except to restore the paint in the affected area covered by this limited warranty. We have no other obligations under this limited warranty.

B. TOYOGUARD® INTERIOR PROTECTOR.

1. ITEMS COVERED. We warrant that, for a period of 36 months or 36,000 miles, whichever shall occur first, from the date of delivery to the original retail purchaser or odometer reading zero of the new vehicle treated with TOYOGUARD INTERIOR PROTECTOR, we will clean and retreat the affected area if the fabric seats or carpet of your vehicle is stained by food, water, or beverages. **IMPORTANT: LEATHER AND VINYL SURFACES ARE NOT TREATED WITH TOYOGUARD INTERIOR PROTECTOR AND WARRANTY DOES NOT APPLY TO LEATHER, VINYL, OR ANY SURFACE OTHER THAN FABRIC SEATS OR CARPET.**

2. LIMITATIONS ON WARRANTY. This Limited Warranty does not apply to, and will not repair or pay for:

- a. damage to the exterior of your vehicle or any part of the interior of the vehicle, that is not treated by us with TOYOGUARD® INTERIOR PROTECTOR, including without limitation its headliner, floor mats, leather seats, vinyl, chrome, wood, plastic, and sun visors;
- b. damage caused by any sources other than food, water, and beverages, including without limitation ink, dyes, paint, makeup, cleaning fluids and agents, acid, corrosives, grease, oil, bleach, burns, normal wear-and-tear, or dirt stains;
- c. any damage to the fabric seats or carpet of the vehicle other than stains caused by food, water, or beverages;
- d. damage caused by deterioration or fading of the fabric seats or carpet of your vehicle;
- e. damage, if you fail to file a claim following the procedures described in this Limited Warranty within thirty (30) days after a stain appears;
- f. damage that is covered by any manufacturer's warranty or if, for any other reason, the manufacturer, importer, or distributor of the vehicle will repair or pay for the repair of the stain;
- g. damage caused by any misuse or abuse of your vehicle, or any solvents or chemicals coming in contact with your vehicle;
- h. except to the extent required by the state whose law governs this Limited Warranty, any consequential or secondary damages that you may suffer as a result of the need to repair the stain, such as, but not limited to any loss of use, inconvenience, loss of wages, additional expense incurred, loss of transportation, rental car expense, or towing expense.

3. EXCLUSIVE REMEDIES. If you have a valid claim under this limited warranty for any stains, we will clean the stained portion of the fabric seats or carpet of your Vehicle and retreat that portion with TOYOGUARD® INTERIOR PROTECTOR. We will have no obligation to you under this limited warranty if any stains occur except to clean and retreat the stained portion of your Vehicle's fabric seats or carpet. We have no obligation to you under this limited warranty to replace any stained item. We have no other obligations under this limited warranty.

II. GENERAL LIMITATION OF WARRANTIES

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES OR LIABILITIES. IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE INFORMATION OR EXCLUSION MAY NOT APPLY. NO EXPRESS WARRANTY OF FITNESS OR MERCHANTABILITY IS GRANTED BY THIS LIMITED WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH MAY BE APPLICABLE BY OPERATION OF LAW SHALL BE LIMITED TO THE PERIOD OF THIS WRITTEN LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND THERE MAY BE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ANY ACTION FOR BREACH OF ANY WARRANTY HEREUNDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, MUST BE BROUGHT WITH IN A PERIOD NOT EXCEEDING 12 MONTHS AFTER EXPIRATION OF THIS LIMITED WARRANTY. THE REMEDIES SPECIFIED HEREIN AND THOSE SPECIFIED BY APPLICABLE LAW ARE THE ONLY REMEDIES AVAILABLE. WE ASSUME NO OTHER OBLIGATION OR RESPONSIBILITY WITH REGARD TO THE VEHICLE. WE NEITHER ASSUME, NOR AUTHORIZE ANYONE TO ASSUME FOR US, ANY ADDITIONAL LIABILITY IN CONNECTION HERewith. THE AGGREGATE TOTAL BENEFITS DURING THE TERM OF THESE WARRANTIES IS LIMITED TO U.S. \$3,000. ANY OBLIGATION UNDER THIS LIMITED WARRANTY ENDS AT THE TIME THE TOTAL BENEFITS PAID EXCEED U.S. \$3,000. THE REMEDIES SPECIFIED HEREIN ARE THE ONLY REMEDIES AVAILABLE TO YOU UNDER THIS LIMITED WARRANTY. WE ASSUME NO OTHER OBLIGATION OR RESPONSIBILITY WITH REGARD TO THE VEHICLE.

III. WARRANTY CLAIMS

If any damage covered by this limited warranty occurs, you must protect your vehicle from further damage and file a claim within thirty (30) days of discovery of the damage. In the event of a warranty claim, please contact the nearest Toyota dealer to arrange for repairs. The dealer will contact Southeast Toyota Distributors, LLC at 1-800-301-6859 for instructions on processing a warranty claim, if they are not already familiar with the process. If you have any questions or

concerns regarding repairs covered by this limited warranty, please contact our Customer Assistance Hotline at 1-800-301-6859. **THE DEALERSHIP OR THE VEHICLE OWNER MUST RECEIVE OUR PRIOR AUTHORIZATION BEFORE MAKING REPAIRS COVERED BY THIS LIMITED WARRANTY.**

IV. ASSIGNMENT OF CERTAIN WARRANTIES.

This limited warranty applies only to the original vehicle and is not transferable to any other vehicle. This limited warranty is automatically assigned to any individual that purchases the vehicle for personal, non-commercial use. Such automatic assignment of this limited warranty shall in no way alter, amend, extend, or otherwise modify the original terms, including but not limited to expiration. No other assignment of this limited warranty is authorized or permitted, and this limited warranty automatically terminates upon any transfer of the vehicle to an individual or entity for non-personal, commercial use, including but not limited to the acquisition of the vehicle by any entity engaged in the business of selling automobiles or the acquisition of the vehicle by any financial institution, through repossession or otherwise.

V. OUR DISPUTE RESOLUTION PROGRAM

Your satisfaction is our highest priority. In keeping with that focus, in the event that an issue arises related to this Limited Warranty, we invite you to call our Customer Assistance Hotline at 1-800-301-6859 to discuss it. In most cases, we expect that a satisfactory resolution of your issue can be reached through engagement with that Department. If our Customer Loyalty Department is unable to resolve your issue to your satisfaction, we offer a dispute resolution program administered by the National Center for Dispute Settlement (NCDS) ("the Program"). The purpose of the Program is to resolve disputes in an informal setting before an impartial arbitrator. The Program is free of charge to you (although you must bear the cost of any expert witness or attorney you elect to employ). You are required to complete the Program before exercising rights or seeking remedies under the federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. ("the Act"). If you choose to seek remedies that are not created by the Act, you are not required to use the Program before pursuing such remedies – although the Program is still available to you to resolve the dispute. When utilizing the Program, you will need to provide (a) the vehicle identification number of your vehicle, (b) the identity of your selling and servicing dealerships, (c) the mileage on your vehicle at relevant times, (d) the date and nature of any relevant repairs, (e) legible copies of repair orders and other relevant documents, (f) a summary of the unresolved issue and the requested action, and (g) your contact information. In most cases, the dispute resolution process under the Program will be completed within forty (40) days of your submission of your request and will consist of steps such as an initial eligibility determination, an opportunity for you and us to submit information in writing relating to your claim, an oral hearing, and a decision from the arbitrator. A decision will be binding on you only if you choose to accept it. You may submit a request to NCDS by telephone at their toll free number: (877)-276-8848 or in writing at P.O. Box 463196, Mt. Clemens, MI 48046. You may obtain additional information regarding the Program at www.ncdsusa.org. In the event that the NCDS does not exist or no longer handles disputes for us at the time that you seek to submit a request, you may contact our Customer Assistance Hotline at 1-800-301-6859 to obtain current information about our dispute resolution programs.

VI. GENERAL TERMS

This limited warranty describes the complete and exclusive rights that result from the purchase of **Toyoguard Exterior Paint Sealant and Toyoguard Interior Protector**. No oral representations or statements may be relied upon. This limited warranty may not be amended or modified, and additional rights may not be granted, unless in a written statement signed by one of our officers. If any portion of this limited warranty is deemed invalid or unenforceable, it shall not invalidate the other provisions of this limited warranty. This limited warranty shall be governed by the laws of the state where the vehicle is purchased, excluding laws concerning conflicts of law. We may delegate the performance of our duties and obligations and assign our rights and benefits hereunder. For inquiries regarding this limited warranty, we can be contacted directly at **Customer Assistance Hotline at 1-800-301-6859**, or by mail to: **Southeast Toyota Distributors, LLC, Attention: Customer Loyalty Department, 100 Jim Moran Boulevard, Deerfield Beach, Florida 33442.**