

Ultimate Auto Glass (“UAG”) Limited Warranty Terms and Conditions

LIMITED WARRANTY.

The Glass is guaranteed against water leaks, air leaks, defects in Glass, defects in materials, and workmanship. This limited warranty is valid as long as you own your vehicle and non-transferable. If rust is present at time of the Installation, UAG cannot guarantee the installation. Subject to the specified exclusions and exceptions, UAG provides a limited warranty for all labor and materials, included in the Installation. Subject to such exclusions and exceptions, if you are unsatisfied with the appearance of the windshield repair performed by UAG or the break continues beyond the repair area, UAG will credit the cost of the repair towards a replacement window. This credit will only be valid towards replacement of glass performed and supplied by UAG. This limited warranty is limited to original and warranty repairs being performed by an authorized Auto Glass Technician. This limited warranty specifically excludes normal wear and tear; damage caused by improper maintenance; neglect; or abuse. This limited warranty is subject to any manufacturer’s warranty covering parts and materials. This limited warranty is non-transferable and valid for as long as Customer owns or leases the Vehicle. During the limited warranty period, UAG will repair or replace any defects, subject to the terms and conditions of this Installation Contract. All warranty repairs must be performed by UAG or its agents; any repairs or alterations to the Glass or the Vehicle that impact the Glass performed at a non-UAG facility or by a non-UAG employee or agent, in any manner whatsoever, shall automatically void this limited warranty. The limited warranty shall not apply to repairs necessitated by any cause beyond the reasonable control of UAG, including any defects, damage, or malfunctions caused by or resulting from unauthorized service or parts, improper or inadequate Vehicle maintenance, alterations, accidents, modification or repairs, subsequent repairs performed by a party other than UAG, abuse, misuse, neglect, acts of God, or environmental damage.

NO ADDITIONAL WARRANTIES. THE WARRANTIES AS SET FORTH IN THIS INSTALLATION CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UAG MAKES NO OTHER WARRANTIES.

NO CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY. UAG SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY NATURE, SUCH AS LOSS OF BUSINESS OPERATIONS OR PROFITS. UAG’S TOTAL LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED TO THE FULL AMOUNT THAT UAG ACTUALLY WAS PAID FOR THE INSTALLATION ON THE VEHICLE.

EXCLUSIVE REMEDY: MANDATORY ARBITRATION. Any dispute, controversy, or claim arising out of or related to this installation of auto glass arrangement or the Limited Warranty Terms and Conditions shall be submitted to and decided exclusively by binding arbitration in Atlanta, GA. Arbitration shall be governed exclusively by the laws of the State of Georgia and administered by JAMS in accordance with its Comprehensive Arbitration Rules & Procedures in effect at the time arbitration is commenced and before a single arbitrator selected by JAMS. Any arbitral award determination shall be final and binding upon the parties. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. The arbitrator shall have no authority to compel any class, collective claim, or to consolidate different arbitration proceedings, or to join any other party to an arbitration between UAG and Customer. If any provision of this agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the unenforceable provision shall be severed and not affect the validity of the remainder of this agreement to arbitrate. The prevailing party as determined by the arbitrator shall be entitled to their actual costs, damages, and attorney’s fees. THE PARTIES WAIVE THE RIGHT TO ASSERT ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION OR COLLECTIVE ACTION OR TO BE JOINED AS A PARTY. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL.

By initialing, Customer acknowledges reading this section and specifically consents to this provision.

(Customer Initials)

ENTIRE AGREEMENT. The terms contained in this agreement shall constitute the entire agreement between UAG and Customer. This agreement shall supersede all prior oral and written agreements with respect to the glass installation. No modification, amendment, supplement to or waiver of this agreement or its terms and conditions shall be binding upon either party unless made in writing and signed by both Customer and an authorized manager of UAG. UAG reserves all of its rights under Georgia Law.

AGREED TO BY: _____ (Customer) Date: _____