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3/30/12

## **WARRANTY AND POLICIES**

### **LIMITED WARRANTY**

NEW STATIONARY AUTO GLASS INSTALLATIONS ARE WARRANTIED AGAINST DEFECTS IN WORKMANSHIP FOR AS LONG AS YOU OWN THE VEHICLE IN WHICH GLASS WAS INSTALLED. NEW MOVEABLE AUTO GLASS INSTALLATIONS ARE WARRANTIED AGAINST DEFECTS IN WORKMANSHIP FOR 90 DAYS FROM DATE OF INSTALLATION AS SHOWN ON INVOICE. DEFECTS IN MATERIALS ARE WARRANTIED FOR 10 DAYS FROM INSTALLATION DATE AS SHOWN ON INVOICE, ALL DEFECTS MUST BE BROUGHT TO THE ATTENTION OF MAGIC AUTO GLASS WITHIN 10 DAY PERIOD. SUCCESSFUL WINDSHIELD REPAIRS ARE WARRANTIED FOR AS LONG AS YOU OWN THE VEHICLE IN WHICH THE REPAIR WAS PERFORMED ON. IF A SUCCESSFUL WINDSHIELD REPAIR SHOULD FAIL, MAGIC AUTO GLASS WILL APPLY THE COST YOU PAID FOR THE WINDSHIELD REPAIR TOWARDS THE COST OF A NEW WINDSHIELD PURCHASED FROM MAGIC AUTO GLASS, LESS THE SALES TAXES. IF YOUR INSURANCE COMPANY PAID FOR THE WINDSHIELD REPAIR THEY WILL RECEIVE THE CREDIT. ADVANCED DRIVER ASSISTANCE SYSTEM (ADAS) CALIBRATION PERFORMED BY MAGIC AUTO GLASS ARE WARRANTIED FOR 30 DAYS FROM DATE PERFORMED.

### **EXCLUSIONS**

WARRANTY IS ONLY FOR THE WINDOW REPLACED AND THE CUSTOMER WHO IS PAYING FOR SAID REPAIRS. THE WARRANTY DOES NOT COVER LEAKS OR DAMAGES RELATED TO RUST AND DAMAGE IN AND AROUND THE INSTALLATION AREA. IN THESE CASES, MAGIC AUTO GLASS IS NOT RESPONSIBLE FOR ANY OF THE ASSOCIATED DAMAGE. IN ADDITION, DAMAGE NOT INVOLVING WORKMANSHIP AND MATERIALS IS EXPRESSLY EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. FAILURE TO FOLLOW THE INSTRUCTIONS ON THE INVOICE, THIS DOCUMENT, AND FROM THE TECHNICIAN WILL VOID THE WARRANTY. USED PARTS, CUSTOMER SUPPLIED PARTS, IMPROPER BODY REPAIRS, CLASSIC RESTORATIONS, CUSTOM BUILT VEHICLES, RESEALS, OFF ROAD USE VEHICLES, AND ALL OTHER WORK NOT LISTED IN WARRANTY SECTION HAVE NO WARRANTY. YOU MUST HAVE PROOF OF PURCHASE FOR WARRANTY TO BE VALID. ALL WARRANTY WORK MUST BE PERFORMED BY MAGIC AUTO GLASS ONLY, UNLESS THE WARRANTY WORK WAS AGREED UPON IN WRITING BEFOREHAND. THE ONLY VEHICLE COVERED BY THIS WARRANTY IS THE ONE LISTED ON THE INVOICE IN WHICH THE WORK WAS PERFORMED ON. THE WARRANTY DOES NOT COVER NEGLIGENCE, ABUSE, MISUSE, OR VEHICLE ACCIDENTS. ADAS PARTS (ADVANCED DRIVER ASSISTANCE SYSTEMS) FALL UNDER MATERIAL DEFECT PORTION OF WARRANTY, 10 DAYS FROM INSTALLATION DATE ON INVOICE. ADAS WARRANTY IS VOID DUE TO ACCIDENTS, REMOVAL OF CAMERA, AND ANY WORK PERFORMED ON VEHICLE BY OWNER, MECHANICS, BODY SHOPS, DEALER, OR ANY OTHER PERSONS NOT LISTED. MANY REPAIRS TO THE VEHICLE REQUIRE RE-CALIBRATION OF THE ADAS SYSTEM, WHICH SHOULD BE PERFORMED BY THE PERSON DOING SAID REPAIRS, IT IS NOT MAGIC AUTO GLASS' RESPONSIBILITY TO CALIBRATE OTHER PARTIES REPAIRS. MAGIC AUTO GLASS DOES NOT WARRANTY CALIBRATIONS PERFORMED BY OTHER PARTIES. IF CUSTOMER WAIVES RECALIBRATION, THE WARRANTY IS VOID. INSURANCE COMPANIES DO NOT PROVIDE THE WARRANTY, MAGIC AUTO GLASS DOES. WARRANTY IS NON-TRANSFERABLE.

### **DISCLAIMERS AND POLICIES**

- + **WINDSHIELD REPAIRS** ARE AN ATTEMPT TO FIX ALREADY BROKEN GLASS, NOT ALL REPAIRS ARE SUCCESSFUL. WINDSHIELD REPAIRS ARE A STRUCTURAL FIX NOT A COSMETIC FIX. AFTER COMPLETION, THE REPAIR MAY STILL BE VISIBLE OR APPEAR LARGER. IF AN ATTEMPT TO REPAIR IS UNSUCCESSFUL, MAGIC AUTO GLASS IS NOT RESPONSIBLE FOR ANY OF THE REPLACEMENT COSTS.
- + **TEMPERED GLASS** IS DESIGNED TO SHATTER INTO THOUSANDS OF SMALL PIECES. WE VACUUM THE AREA OF BREAK TO REMOVE PIECES OF GLASS FROM THE INSTALLATION AREA, AND AS A COURTESY WE WILL VACUUM SOME OF THE SURROUNDING AREA, THE CUSTOMER IS RESPONSIBLE FOR THE CLEAN UP THEIR VEHICLE AND SURROUNDING AREA.
- + **KIT CHARGES** ARE ADHESIVES AND PRIMERS USED FOR THE INSTALLATION OF THE WINDOW. MAGIC AUTO GLASS USES ADHESIVES THAT WORK ON ALL VEHICLES, EVEN ONES THAT REQUIRE HIGH MODULUS AND NON CONDUCTIVE ADHESIVES. THE ADHESIVE IS CRASH TEST SAFE IN 30 MINUTES DOWN TO 0 DEGREES.
- + **ADAS PARTS** (ADVANCED DRIVER ASSISTANCE SYSTEMS): MAGIC AUTO GLASS IS NOT RESPONSIBLE FOR SOFTWARE UPDATES OR STATIC CALIBRATIONS. THERE ARE TWO TYPES OF ADAS CALIBRATIONS, STATIC AND DYNAMIC. SOME VEHICLES REQUIRE ONE OR THE OTHER, AND SOME REQUIRE BOTH. THE REQUIREMENTS ARE SET BY THE MANUFACTURER, NOT THE GLASS SHOP. WHENEVER THE CAMERA IS MOVED IT MUST BE CALIBRATED. CUSTOMER WILL BE NOTIFIED BEFOREHAND IF VEHICLE WILL NEED A STATIC CALIBRATION. IF THE CUSTOMER STILL CHOOSES TO USE MAGIC AUTO GLASS FOR THE INSTALLATION, CUSTOMER ASSUMES THE RESPONSIBILITY OF TAKING THE VEHICLE IMMEDIATELY TO HAVE THE STATIC CALIBRATION DONE ELSEWHERE. MAGIC AUTO GLASS ONLY PERFORMS DYNAMIC CALIBRATIONS (WHICH IS MOSTLY DOMESTIC VEHICLES), CUSTOMER IS RESPONSIBLE FOR TAKING VEHICLE THAT REQUIRES STATIC CALIBRATION OR BOTH STATIC AND DYNAMIC CALIBRATIONS TO THE DEALER OR A FACILITY THAT PERFORMS STATIC CALIBRATIONS IMMEDIATELY BEFORE USING THE ADAS FEATURE. VEHICLES THAT REQUIRE BOTH HAVE TO BE DONE BY THE SAME FACILITY. CALIBRATIONS REQUIRE PROPER TIRE PRESSURE AND A FULL TANK OF GAS, CUSTOMER WILL HAVE A FULL TANK AND TIRES FILLED PROPERLY BEFORE THE TECHNICIANS ARRIVAL. CALIBRATIONS CANNOT BE PERFORM DURING INCLEMENT WEATHER. IF ANY MAJOR WARNING CODES ARE PRESENT, THE CALIBRATION CANNOT BE PERFORMED. THE OBDII PORT MUST BE IN PROPER WORKING ORDER OR CALIBRATION CANNOT BE PERFORMED. PRE AND POST SCAN REPORTS WILL BE PROVIDED UPON REQUEST.
- + **ALL PRICING** GIVEN BEFOREHAND FROM MAGIC AUTO GLASS ARE ESTIMATES, NOT QUOTES. SOMETIMES NECESSARY ADDITIONAL PARTS, MATERIALS, AND LABOR MAY BE NEEDED TO COMPLETE THE INSTALLATION. IF NECESSARY ADDITIONAL PARTS, MATERIALS, AND LABOR ARE NEEDED, CUSTOMER WILL BE NOTIFIED FIRST. IF THE CUSTOMER DENIES THE NECESSARY ITEMS, MAGIC AUTO GLASS WILL NOT BE ABLE TO COMPLETE THE INSTALLATION. MAGIC AUTO GLASS WILL NOT BE LIABLE FOR ANY UNFINISHED INSTALLATIONS DUE TO CUSTOMER DENYING NECESSARY ADDITIONAL ITEMS, AND CUSTOMER WILL BE RESPONSIBLE FOR COSTS INCURRED UP TO THAT POINT.
- + **BEFORE INSTALLATION**, VEHICLE WILL BE INSPECTED BY THE TECHNICIAN. PHOTOS AND DOCUMENTATION WILL BE MADE OF THE VEHICLE AND ANY PRE-EXISTING DAMAGES. DURING INSTALLATION, PHOTOS AND DOCUMENTATION WILL BE MADE OF ANY UNDERLYING RUST OR DAMAGES, AND WILL BE MADE KNOWN TO THE CUSTOMER. SAID PHOTOS AND DOCUMENTATION WILL BE KEPT ON FILE.
- + **CUSTOMER GIVES MAGIC AUTO GLASS PERMISSION** TO PERFORM ALL REPAIRS ON INVOICE USING PARTS, MATERIALS, AND LABOR LISTED ON INVOICE. AS STATED ABOVE ADDITIONAL PARTS, MATERIALS, AND LABOR MAY BE REQUIRED.
- + **WINDOWS WITH KIT CHARGES** CANNOT BE INSTALLED DURING INCLEMENT WEATHER.
- + **DURING INSTALLATIONS**, SOME VEHICLE PARTS MUST BE REMOVED IN ORDER TO INSTALL THE GLASS. PARTS CAN BE OLD AND WORN, MAGIC AUTO GLASS IS NOT RESPONSIBLE FOR ANY OF THE REPLACEMENT COSTS OF SAID PARTS. SOME PARTS MAY REQUIRE REPLACEMENT BEFORE INSTALLATION CAN BE COMPLETED.
- + **MAGIC AUTO GLASS IS NOT RESPONSIBLE** FOR ANY PRE-EXISTING DAMAGES AND PRE-EXISTING UNDERLYING DAMAGES.
- + **MAGIC AUTO GLASS IS NOT RESPONSIBLE** FOR ITEMS LEFT IN AND AROUND THE VEHICLE AND NON-FACTORY INSTALLED ITEMS.
- + **VEHICLE MAY NEED TO BE DRIVEN OR MOVED**, CUSTOMER GIVES PERMISSION TO MAGIC AUTO GLASS TO DRIVE OR MOVE VEHICLE TO PERFORM SAID REPAIRS.
- + **THERE IS A \$30.00 FUEL SURCHARGE** FOR JOBS OUTSIDE OUR SERVICE AREA (20 MILES FROM AARON'S MAILING ADDRESS), AND A \$50.00 SERVICE CALL CHARGE FOR BEFORE AND AFTER BUSINESS HOURS JOBS.
- + **THERE IS A 1.5% MONTHLY LATE FEE** ON EACH PAST DUE INVOICE.
- + **THERE IS A 3% SURCHARGE FEE** ON CREDIT CARD PAYMENTS, EXCEPT ON DEDUCTIBLE PAYMENTS.
- + **THERE IS A \$40.00 FEE** ON EACH RETURNED CHECK.
- + **FAILURE TO PAY** WILL RESULT MECHANICS LIEN BEING PLACED ON VEHICLE ALONG WITH ANY INTEREST ACCRUED.
- + **ALL PRICE ESTIMATES** ARE BEFORE SALES TAX. SALES TAX DEPENDS ON THE COUNTY THE WORK IS PERFORMED IN.
- + **INSTALLATIONS WITH A KIT CHARGE: SAFE DRIVE AWAY TIME** IS 30 MINUTES AFTER COMPLETION, UNLESS OTHERWISE STATED ON INVOICE. NO HIGH PRESSURE CAR WASHES FOR 24 HOURS.
- + **IF USED, REMOVE TAPE** AFTER 24 HOURS. AN AUTO BODY GRADE MASKING TAPE IS USED TO SECURE WINDOWS IN PLACE AS THE ADHESIVES CURE, IF THE VEHICLES PAINT HAS UNDERLYING DEFECTS WHICH CAUSE THE PAINT TO COME OFF WITH THE TAPE, MAGIC AUTO GLASS IS NOT RESPONSIBLE FOR THE DAMAGE THAT IS INCURRED.
- + **NEW WIPER BLADES** ARE RECOMMENDED AFTER INSTALLATION, MAGIC AUTO GLASS DOES NOT SELL WIPER BLADES.
- + **NO RETURNS OR REFUNDS.** ALL SALES ARE FINAL.

BUSINESS HOURS: MONDAY - FRIDAY 8:00AM - 5:00PM

CREDIT CARDS, CASHAPP, ZELLE, CASH, AND CHECKS ACCEPTED