

# Warranty Terms



## Coverage

Element 119 warrants that with the proper application of System X™ Paint Protection by an Element 119 approved installer; your vehicle's paint finish will remain protected against:

- Oxidation
- Loss of gloss
- UV Damage
- Acid rain
- Paint chalking

If any treated paint is shown to be adversely affected from exposure to these conditions or through normal use, as evidenced by a visible loss of paint gloss and providing that all of the terms of this warranty have been met, then such conditions will be remedied free of charge by Element 119, regional distributor and / or its authorized installers, who reserve the right to attempt repairs through professional surface reconditioning / polishing before repainting the damaged area.

## Applicable Vehicles and Period of Coverage

Coverage terms up to Lifetime, when annual service requirements are met. (See: Annual Inspection). Failure to undertake an annual service will irreversibly terminate the warranty.

Model	Warranty
Diamond	LIFETIME WARRANTY

Model	Warranty
Pro	6 Year Warranty

## General Conditions

1. Warranty coverage is only valid if the Approved Applicator has issued a Warranty Card and which has been registered within 30 days of application.
2. The vehicle must remain registered, for the entire duration of the warranty, for legal non-commercial road use.
3. Only vehicles registered as passenger vehicles will be warrantied. Commercial vehicles of any kind will not be covered.
4. Vehicles over 3 months old are required to have a machine polishing carried out by an approved applicator prior to application. Newer vehicles may also require a machine polish if advised by the approved applicator.
5. In the event of damage / repair to the surface (i.e. accident repair) the vehicle must be taken to an approved applicator for retreatment to the repaired area, at the owner's expense, within 30 days.
6. Warranty is registered in the name of the vehicle owner and cannot be transferred.
7. Should a product reapplication be required (e.g. vehicle accident) you or your insurer are liable for a reapplication fee, determined by the approved applicator.
8. The vehicle exterior paintwork must be maintained and washed regularly, to Element 119's recommendations, to prevent contamination build up (bi-weekly). After washing insure that no water is left to dry on the coated surface, particularly within the first two (2) weeks after installation. In the event that your vehicle is exposed to high mineral-content water ("hard" or "soft" water) like that from some automated car washes, sprinkler systems or tap water in some areas, then all coated areas need to be dried as soon as possible with a microfiber cloth. Any water that is left to dry may form visible ringlets, which should be wiped off with vinegar until the mineral deposit is removed, as soon as possible.
9. Successful registration must have been completed with true and accurate data, and confirmation number must be saved.



## Exclusions

1. Where the owner has deemed to have been careless, negligent or failed to maintain the exterior painted surface in the correct manner.
2. Pre-existing damage to the painted surface or any other treated part of substandard specification, materials or workmanship by vehicle manufacturer, their dealership, third-party supplier or modifier, or professional detailers not authorized by Element 119.
3. Damage to the coated surface by incorrect manual wash techniques, automatic car washes, brushes or contaminated wash tools that may cause abrasion, or damage caused by a third party not authorized by Element 119.
4. Swirl marks, marring, scratches, scuffs, scrapes, chips to the painted surface.
5. Water spots – Water spots are caused by hard water (mineral deposits), which when left to dry on the paint may leave a stain, water spotting is not covered.
6. Failed Clear Coat – Peeling, Hazing and Fading or any claim for matters which are covered by vehicle manufacturers' warranty.
7. Damage caused by collision, accidental damage, vandalism, malicious damage, fire, hail, flood, stones, collision, surface rust, rail dust, physical damage, paint overspray, water etch or vehicle manufacturer' defects, or defects which may be covered under a manufacturers or dealerships protection plan.
8. Areas that have not been retreated after a paint repair.
9. Any loss of time or use of the vehicle while it undergoes inspections or treatments.

Touch-less car washes only. Never use a car wash with brushes.

## **Annual Inspections**

1. Annual Inspections must be carried out by an approved applicator, within 30 days before or after the anniversary date of the last service to maintain the warranty.
2. Failure to undertake an annual inspection within the required period will void the warranty.
3. A fee determined by the approved applicator will be charged for the Annual Inspection, which includes – Exterior Wash, Decontamination, Crystal and Inspection.
4. Annual inspections must be recorded with in 30 days on SystemX.com

## **Limit of Liability (Claims)**

1. Damage that may be covered under this warranty must be made aware to an approved applicator within 30 days, failure to comply will result in the warranty being terminated.
2. Claim determination is at the sole discretion of Element 119, either approving the repair / retreatment by an approved applicator or refunding the application cost to the vehicle owner at a maximum of \$1000 and terminating the warranty, whichever is less.
3. Any dispute arising under these terms and conditions shall be governed by the law of Litchfield County, Connecticut, USA. The involved parties agree to submit to the jurisdiction of that State.
4. Email reminders for annual inspections are a courtesy and not receiving one is not an acceptable reason for missing your inspection.

## **Definitions**

Approved Applicator – An independently owned and operated business / company that has been approved by Element 119 or authorized distributor to apply Element 119 products.

To make a claim contact your installer or submit a request on SystemX.com

## Geographical Limitations

Element 119 only provides warranty coverage in the USA and Canada. If you reside in a country outside these areas, please check with your local distributor about warranties offered through them.

Warranty Type	Length	Product	Inspection
Automotive	Lifetime 6 Years	Diamond & Max Pro	Annually w/ Topcoat Annually w/ Topcoat
Marine	5 Years	Xtreme & Max	Annually w/ Xtreme or Max
Aircraft	2 Years	Diamond & Max	Annually w/ Diamond or Max
Motorcycle	Lifetime	Max	Every 3 Years
Powersports <small>(new Powersports only)</small>	3 Years	Max	Not Required
RV/Fifth wheel <small>(new vehicles only)</small>	3 Years	Max	Not Required
Commercial/Fleet <small>(new vehicles only)</small>	3 Years	Max	Not Required