# Bulldog® Lifetime Warranty Program

WM Barr and Company, Inc. ("BARR") provides the warranty described herein ("Bulldog Warranty") to any person purchasing and using Bulldog® Adhesion Promoter ("CUSTOMER"). This Bulldog Warranty applies only to use of Bulldog® Adhesion Promoter, Bulldog® Waterborne Adhesion Promoter, Bulldog® Abrasive Prep & Clean, or Bulldog® Adhesion Promoter Plus ("Bulldog® Products") with automotive paints when applied to automotive surfaces, subject to the terms herein.

## Terms

BARR warrants that Bulldog® Products will be free of defects in materials and manufacture, and will function as designed for the life of the coating it is used with. So long as Bulldog® Products are used as directed, and subject to the terms contained herein, BARR will repair or replace the damaged part, or reimburse costs incurred for any damaged part on which Bulldog® Products are used.

## Warranty Coverage

The Bulldog Warranty only applies where the original purchaser has used the entire Bulldog® System as directed. Such use must be in conjunction with an automotive coating that has been properly applied to an automotive surface and maintained according to the coating manufacturer's instructions, in order for the Bulldog Warranty to apply. The Bulldog Warranty does not cover damages caused by or involving the following:

- 1. Improper application of the coating or Bulldog® Products;
- Improper surface preparation prior to application of the coating or Bulldog® Products;
- 3. Failure to properly maintain the coating and coated surface;
- 4. Defects in the coating or other products used;
- 5. Applications in conjunction with non-automotive coatings or applications to non-automotive surfaces;
- 6. Pre-primed bumpers;
- 7. Accidents, ordinary wear and tear, acts of God, or abuse; and
- 8. rust or other defects in the automotive surface.

## Disclaimer of other Warranties

The warranty described in this document shall be in lieu of any other warranty, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Any and all representations, promises, warranties or statements, express or implied, by BARR's representatives or any other third party that differ in any way from this Bulldog Warranty shall be given no force or effect, and should not be relied upon. The entire agreement and understanding between BARR and CUSTOMER with respect to the Bulldog Warranty is contained in this document.

## Remedy for Claims

After notice of a claim, and upon BARR's determination that the claim is covered by the Bulldog Warranty, BARR shall, at its option and cost, repair the damaged automotive part, replace the damaged part, or reimburse the costs incurred by CUSTOMER.

## Limitation of Remedies

BARR's exclusive liability and CUSTOMER's exclusive remedy under the Bulldog Warranty or otherwise shall be limited to, at BARR's option, repair of the damaged automotive part, replacement of the damaged automotive part, or reimbursement of the costs incurred by CUSTOMER. No other remedy is provided by the Bulldog Warranty, including, but not limited to, special, ancillary, indirect, incidental or consequential damages. This warranty is not assignable by CUSTOMER to any other party.

#### Claims

All claims made under the Bulldog Warranty shall be waived unless made by CUSTOMER within thirty (30) days after CUSTOMER discovers or should have reasonably discovered the damage. BARR must be given a reasonable opportunity to inspect the claimed damage. Each claim shall provide all requested information and documentation (see Claims Procedure at www.wmbarr.com or www.kleanstripauto.com). Upon approval of the claim by BARR and at BARR's option: (1) BARR will reimburse the covered costs incurred by CUSTOMER; (2) BARR will repair the covered damage; or (3) BARR will replace the damaged part. All notices and claims given under or pursuant to the Bulldog Warranty shall be in writing.

## Non-Waiver

In any instance or series of instances, the determination of BARR not to exercise any right hereunder or not to require compliance with any term or condition hereof, shall not constitute a waiver of BARR's rights to exercise all rights and to require compliance with all terms and conditions herein on all occasions prior or subsequent to such instances, and no such determination or series of determinations by BARR shall constitute an alteration or waiver of the rights and liabilities of BARR and CUSTOMER as otherwise set forth herein.

### Choice of Law

This limited warranty shall be deemed a contract and shall be deemed entered into under and pursuant to the laws of Tennessee, without giving effect to the conflict of laws principles thereof, and shall be governed as to all matters, whether of validity, construction, interpretation, enforcement or otherwise, by and in accordance with such laws. Any legal actions involved with this warranty must be brought in a court in Memphis, Shelby County, Tennessee.

Only effective for Bulldog® Products purchased after October 1, 2012

All claims should be submitted to Consumer Care at 901-334-4264 or 800-238-2672 ext. 4264.