

WARRANTY

1. J & E AUTO BODY, INC. ("J & E") warrants that the labor used in performing the repairs of the customer's vehicle, as itemized on the Repair Order, is free from defects in workmanship for the entire period that the customer owns the vehicle.

2. FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY THE CUSTOMER IS LIMITED TO THE FOLLOWING DAMAGES: Under no circumstances will J & E be liable to the customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

3. This warranty extends to the customer only and is not transferable to or enforceable by any other person.

4. This warranty covers the labor used in completing the repairs itemized on the Repair Order except for defects resulting from or in connection with the following, which are specifically EXCLUDED:

- A. Misuse, improper maintenance, modifications, or accident.
- B. Wear from normal use.
- C. Rust or rust repairs.
- D. Adverse environmental conditions such as industrial fall out.
- E. Labor required to repair any defect resulting from the use of non-original manufacturers' parts or any used parts.
- F. Fuel leaks or any other fluid leaks not resulting from the repairs performed.
- G. Front end alignments, electrical wiring and fuel systems when due to contamination.

5. All parts and paint products used are sold "as is". The only warranties applying to parts and paint products are those which may be offered by the manufacturers.

6. In the event of a defect, malfunction, or other failure of the repairs not caused by any misuse or damage while in the possession of the customer, J & E will remedy the failure or defect, without charge to the customer, within sixty (60) days. The remedy will consist of the repair of the defect or a refund of the original repair price at J & E's option. However, J & E will not elect to refund the original repair price unless it is not commercially practical to repair the defect and the repair cannot be made within the time for performance. If the labor performed remains defective, after a reasonable number of attempts by J & E to remedy the defect, the customer is entitled to a refund.

7. The term of this warranty begins on the date the repairs are completed and the vehicle is delivered to the customer ("delivery date") and continues for the entire period during which the customer owns the vehicle.

8. To obtain performance of any obligation under this warranty, the customer must (a) notify J & E at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however,

must be given to J & E before the end of the duration period of this Full Warranty, as specified

above; (b) deliver the vehicle to J & E at the address shown on the front of the Repair Order within five (5) days of notice of such defect in labor; (c) authorize J & E to make the repairs required; and (d) pay the charges for any additional parts required, together with applicable sales tax upon completion of such repair.