

Material and Labor Warranty

The following warranty is given to: _____ (herein referred to as "**Customer**")
 For the following project: _____ (herein referred to as "**Registered Project**")
 Located at: _____ (herein referred to as "**Project Address**")
 Completed on: _____ (herein referred to as "**Completion Date**")
 Work performed by: _____ (herein referred to as "**Contractor**")
 Certified Project Foreman: _____ (herein referred to as "**Certified Project Foreman**")

SAMPLE

Using Chem-Bake 1 Step 2K Polyurethane, herein referred to as "**System 1201**" which consists of a number of "**Products**", as applied following the guidelines and specifications for Door-Guard System 1201:

1. Endura-Clad Coatings and All From1 Supply, Inc., herein referred to as "Manufacturer" and "Distributor" respectively, warrants that the Chem-Bake 1 Step 2K Polyurethane, when applied per Door-Guard System 1201 application guidelines to a properly prepared substrate, and is properly cured and exposed, and under normal atmospheric conditions, will not, for a period of 10 years following the date of substantial completion (the "Warranty Period"):

- a) Suffer any loss of adhesion as evidenced by chipping, cracking or peeling. This warranty does not cover any loss of adhesion of coatings applied over caulk, sealants, surface conditioners and/or treatments including but not limited to gloss restoring agents; any loss of adhesion of existing coatings that are overcoated with this Product; loss of adhesion caused by engineering defects; or any loss of adhesion due to corrosion. Coating shall be cleaned and maintained yearly, or warranty is voided.
- b) Fade or change in color in excess of 20 Hunter Delta E units, using ASTM D2244-85 measured on the exposed painted surfaces which have been cleaned of external chalk. It is also understood that fading or color changes may not be uniform if the surface is not equally exposed to the sun and elements.
- c) Chalk in excess of a numerical rating 2, as measured using the procedures of ASTM D-4214-89 (Method D-659).

2. Manufacturer's sole and exclusive liability in the event that there is a "Defective Area" (as defined below) that is caused by a failure of the Product to comply with any of the provisions of Section 1 during the Warranty Period shall be as follows:

(a) **Customer** will be provided with sufficient replacement product and reimbursed for the reasonable labor costs associated with the necessary preparation and application of the replacement product to repair the Defective Areas only (as defined below), in each case, calculated per the following pro-rated schedule (provided that the repairs are actually performed):

- (i) Years 1-2 100% of cost of product, preparation and application.
- (ii) Years 3-4 60% of cost of product, preparation and application.
- (iii) Years 5-6 40% of cost of product, preparation and application.
- (iv) Years 7-8 20% of cost of product, preparation and application.
- (v) Years 9-10 10% of cost of product, preparation and application.

(b) For purposes of this Warranty, the term "Defective Area" shall mean an area or areas experiencing at least one of the defects described in Section (1) that, in the aggregate, exceed 5% percent of the total surface area of the which the Products were applied.

3. THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

- A. The warranties described above will only apply to the Project that the material was originally sold for.
- B. The Warranty will not be applicable to damage or failure which is caused by acts of God, falling objects, explosions, fire, prior paint systems or construction failures or defects, structural defects, physical or mechanical damage to the Product caused by other persons, vandalism, Applicator negligence or error (including but not limited to inadequate surface preparation or improper application), inadequate or improper maintenance or cleaning, standing water or moisture in the substrate, pollution, aggressive atmospheres such as those contaminated with chemical fumes, abnormal weather conditions or changes in the exposure environment, or any other occurrences beyond manufacturers control. Aesthetics of the finish, other than those specifically outlined in section 1, do not substantiate a warrantable issue.

These are the only warranties the **Manufacturer** makes and all other express or implied warranties under statute or arising otherwise in law from a course of dealing or usage of trade are disclaimed by **Manufacturer's** exclusive liability under this Warranty, or otherwise, and **Customer's** sole remedy is limited to the remedy described in Section 2(a) above. Except for the reasonable labor costs described in Section 2(a) above, labor or costs of labor for the application of replacement Product specifically are excluded. The warranty on any replaced Product supplied hereunder shall be for the remainder of the Warranty Period applicable to the substrate originally coated. In no event will the **Manufacturer** be liable under any theory of recovery (whether based on negligence of any kind, strict liability or tort) for any direct, indirect, special, incidental or consequential damages arising from (i) any breach of this warranty, (ii) any use of the products, or (iii) services provided by the **Manufacturer** which are related to the products. In no event will the total warranty amount exceed the original cost of the job under warranty, pro-rated per the schedule in sec 2a.

C. Claims under the Warranty shall be waived unless made to the **Manufacturer or distributor** in writing within 60 days after discovery of the defective coating, and the **Manufacturer or distributor** must be given a reasonable opportunity to inspect the coated substrate claimed to be defective.

D. The Warranty is extended solely to **Customer**, is non-transferable and non-assignable, and the **Customer** shall not permit its agents or representatives, to claim, represent or imply that this Warranty extends to or is available to any other than the **Customer**.

E. The Product must be applied in accordance with all **Manufacturer's** technical literature and application requirements, unless otherwise approved in writing by the **Manufacturer**.

I. No terms or conditions other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on the **Manufacturer** unless made in writing and signed by its authorized representatives.

EXCEPT AS SET FORTH HEREIN, THE **MANUFACTURER** MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT