



NATIONWIDE CHEMICAL COATING MFRS., INC. GENERAL LIMITED MATERIAL WARRANTY TERMS & CONDITIONS

(SOME PRODUCTS HAVE LIMITATIONS SUPERCEEDING THOSE STATED HERE)

**MANUFACTURER'S
LIMITED MATERIAL
WARRANTY PERIOD
VARIES BY
PRODUCT**

NAME: _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ PHONE: _____
CONTRACTOR: _____ APPLICATION DATE: _____ PROCESSED BY: _____
WARRANTY NUMBER: _____ EXPIRATION DATE: _____ AUTHORIZATION: _____
TYPE OF SURFACE: _____ SQUARE FEET OF COATED SURFACE: _____ Square Feet

THE NATIONWIDE ADVANTAGE

Nationwide Chemical Coating Manufacturers, Inc., referred to as NCCMI, a corporation in the state of Florida, with offices at 7106 24th Court East, Sarasota, Florida 34243, warrants that the above mentioned product when properly applied will not CRACK, CHIP or PEEL from the surface upon which it is applied and will be free of manufacturing defects, on a pro-rated basis for the above mentioned warranty period of time. Any questions on application, warranty, product, etc. can be directed to our Technical Department at (941) 753-7500.

MAXIMUM REPLACEMENT COVERAGE

NCCMI's maximum liability under the terms of this Warranty shall be limited to the reasonable replacement cost of product that has been fully paid for and shall be limited to defective product in the affected area. Full replacement cost will be recoverable for product installed for a period of twelve (12) months or less. Replacement costs for products installed for over twelve (12) months shall be calculated by reducing the reasonable replacement cost by a percentage based upon the number of months elapsed in the warranty period divided by the number of months in the original warranty period.

WARRANTY REQUIREMENTS

- (1) Upon discovery of a manufacturing defect, you must immediately contact your contractor and/or dealer so that arrangements to inspect such alleged defects can be made.
- (2) Warranty holder shall be required to complete the necessary reports, along with such photos and samples which may be reasonably requested by NCCMI to properly assess NCCMI's responsibility under this warranty.
- (3) In the event that the original dealer and/or contractor is unavailable, a new contractor must be located by property owner named above, for analysis and determination of alleged defect.
- (4) NCCMI's liability is to provide a sufficient amount of product to correct the defective area only. (F.O.B. Sarasota, Florida)
- (5) This warranty is applicable only when products are applied in strict conformance with the manufacturer's specifications pursuant to an application procedures manual that is available upon request, and applied by an authorized NCCMI (contractor) applicator and/or dealer. NCCMI shall have no responsibility for any incidental or consequential damages or defects caused by faulty or improper application or application that was applied over unsound, damaged, decayed or rotten areas that were not properly repaired or prepared; and is not responsible in any respect for the contractor and/or it's laborers and their performance.
- (6) Warranty Holder is Responsible for Routine & Periodic Cleaning of the paint or coating surface.

LIMITATIONS ON COVERAGE

This Warranty Does Not Apply and Nationwide Chemical Coating Manufacturers, Inc. Will Not Be Liable For The Following:

- (1) Damage to any of our products caused by a failure of any product that was not manufactured or distributed through NCCMI.
- (2) Acts of God, natural disasters, including but not limited to: floods, lightning, fire, hail, earthquakes, wind and storm damage.
- (3) Failure from the settling and/or movements of any materials undetected, or unforeseen at the time of application such as insect infestation, foliage decomposition, rotting wood, base flashings, structural movements, settlements, etc.
- (4) Failure due to moving parts.
- (5) Failure due to damages caused by additions to premises, alterations, placement of and replacement of equipment.
- (6) Failure due to improper ventilation and penetration of moistures or condensations around walls, parapets, built in structures, and other surrounding areas.
- (7) Failure due to the settling of any amount of water.
- (8) Failure due to building design and construction which cause structural movements, settlements, defects, etc.
- (9) Failure due to the neglect and/or lack of routine cleaning and care by owner upon discovery of environmental chemical attack including but not limited to: acid rain, airplane exhaust, pesticides and pollution.
- (10) Failure due to the old coating; Recognize that any surface preparation short of total removal of the old coating may compromise the service length of this paint/coating system.
- (11) Water penetration resulting from structural cracks or defects, or faulty construction, design or materials, misuse of the structure, settlement or expansion of the structure, accident, fire or other casualty or other physical damage, disintegration of the substrate, or mechanical damage caused by individuals, tools or outside agents.

WEATHERING CONSIDERATIONS

NCCMI's products are not warranted to permanently retain color since exposure to environmental and climatic conditions could cause gradual fading, especially in the choice of dark colors.

LEAKS

Leaks resulting from acts of providence, owner or their agents, are not the responsibility of NCCMI and under no circumstances shall NCCMI be liable in any respects to the building, it's occupants, it's contents or for any consequential or incidental damages. Leaks are required to be repaired prior to the application of any coating and therefore ANY past, present or future leaks are not covered under this warranty.

LIMITATIONS

Any implied warranty, including warranty of fitness for a particular use or purpose, and warranty of merchantability, is limited in duration to the express warranty provided herein unless a shorter period is permitted by law. NCCMI shall not be liable for incidental or consequential damages or for damage to the building, it's contents, or it's occupants. This warranty contains all of the provisions of your remedies from NCCMI. NCCMI's liability is limited to the provisions of this warranty whether any claim against it is based upon strict liability, negligence, breach of warranty or any other theory or cause of action. Venue in reference to this warranty shall be Manatee County, Florida, U.S.A. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions may not apply to you.

NOTIFICATION OF CLAIMS

Claims pursuant to this warranty must be submitted in writing with a photocopy of this warranty to Nationwide Chemical Coating Manufacturers, Inc., 7106 24th Court East, Sarasota, Florida 34243, within thirty days after discovery of alleged defect of our product(s).