

1. LIMITED WARRANTY POLICY: (a) The coating applied by our company in a full refinishing of a fixture is warranted against peeling or blistering for a period of five years from the date of application. (b) The coating applied by our company in spot and chip repairs, including fiberglass repairs, that are located above water level are warranted against peeling, blistering, or warping for a period of one year. Repairs below water level are warranted for a period of 90 days, however a *full floor rebuild* is warranted for 2 years. (c) Should a condition of peeling or blistering occur during the warranty period the fixture will be repaired and/or refinished by our company at our expense after inspection and verification of warranty coverage has been made. We will not assume the expense or responsibility to provide another refinishing company to repair any of our work. We accept only the responsibility of re-doing our own refinishing services. (d) In no event shall our company be liable for any indirect, incidental, or consequential damage from the use of the fixtures that have been refinished by the company. This disclaimer applies both during and after the term of this warranty. (e) **CONDITIONS / EXCLUSIONS:** (i). Excluded from warranty are kitchen sinks, laundry sinks, and stove tops. These items are NOT warranted due to the extreme wear and tear in the nature of their use. (ii) The coating applied is for cosmetic remodeling purposes only. Underlying structure is NOT warranted and the coating applied to it is not guaranteed to be waterproof. (iii) This warranty does not cover damage to any fixture caused by acids, wear and tear, stains, negligence, accidents, abuse, misuse, alterations or improper maintenance. (iv) **PROPER MAINTENANCE:** a) Absolutely nothing should be put on the fixture for 48 hours, including water. This will allow the new finish to cure. b) No *abrasive* cleaners such as Comet or Ajax cleaners should ever be used because they will "sand" through the finish over time. Surfaces should be cleaned only with a cloth or sponge moistened with soap and water, or gentle bubble cleaners. c) USING A KNIFE TO CUT ON AN UNPROTECTED SURFACE IS A MISUSE OF THE FINISH. d) DO NOT USE RUBBER SUCTION MATS. (f) **WARRANTY CLAIMS** (i) A customer's dated and paid invoice is proof of warranted work under these guidelines. (ii) To make a claim under this warranty, *Customer must inform Company at the time of scheduling* that the work is under warranty. Company inspection of prior work & verification of warranty coverage must be made *in advance* of performance of warranty repair work. Work performed without prior notice is not covered. (iv) **INSPECTION** (a) Due to the wear and tear common in kitchen and bathroom surfaces, an inspection fee of \$35 must be received in advance of onsite inspection. The fee applies whether or not the work is found to be covered by warranty. **There is NO inspection fee for the first year of warranty coverage** (b) The cause of peeling or blistering is determined by phone or at time of inspection and the applicability of warranty exclusions are at the discretion of Company Quality Control representative.

2. GENERAL WARRANTY PROVISIONS: All material and replacement components installed are warranted to be as specified in accordance with the manufacturer's specifications and shall include manufacturer's warranty. All work in the service and maintenance of the system shall be completed in a workmanlike manner according to standard practices. Customer shall assume all risk for loss or damage to premises or its content and except as expressly set forth herein, Company makes no express or implied warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular use. Customer acknowledges that there are no representations or warranties, express or implied, which extend beyond those in this agreement hereof.

3. COMPANY'S LIABILITY: LIQUIDATED DAMAGES: Company does not guarantee or insure the effect of the service, or that the service will in all cases provide the protection for which it is intended. Customer acknowledges and agrees that Company is not an insurer; that Customer assumes all risk of loss of damages to Customer's premises or the contents there of Customer further acknowledges that insurance, if any, shall be obtained by Customer; that payments provided herein are based solely on the value of the service and are unrelated to the value of Customer's property or the property of others located on Customer's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the system or service supplied will avert or prevent occurrence's or the consequences there from, from which the system or service is designed to protect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein or the failure of the system to properly operate with a resulting loss to Customer because of, among other things: a) The uncertain amount or value of Customer's property or the of others kept on the premises which may be lost, destroyed, damaged, or otherwise affected by occurrences which the system is designed to detect or avert. b) The inability to ascertain what portion, if any, of any loss would proximately be caused by Company's failure to perform or the equipment to operate. c) The nature of the service to be performed by Company. Customer understands and agrees that if Company should be found liable for loss or damage due to a failure of service or equipment in any respect whatsoever, Company's liability shall be limited to

a sum equal to the price of one semi-annual service inspection, or Fifty Dollars (\$50.00), whichever is lesser as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin results directly or indirectly to persons or property from performance or nonperformance of the obligations imposed by this contract, or from negligence, active or otherwise of Company, its agents, assigns or employees.

4. SUBROGATION: Customer hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard coverage by insurance in or on the premises of Customer whether said claim is made by Customer, his agents, or insurance company or any other parties claiming under or through Customer. Customer agrees to indemnify Company against, defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

5. INDEMNIFICATION: In the event any person not a party to this Agreement, such as a tenant or neighbor and including Customer's insurance company, shall make any claim or file any lawsuit against Company for any reason whatsoever, including but not limited to the installation, service, maintenance, operation or non-operation of the refinishing, Customer agrees to indemnify, defend and hold Company harmless from any and all claims, conduct, active or passive negligence, or strict or product liability, of or on the part of Company, its agents, servants or employees. If Company is forced to defend itself in such a case, Customer may be held liable for all legal costs and damages incurred in it's defense.

6. CUSTOMER'S DUTIES: (a) Customer will extend to Company all cooperation necessary to permit Company to perform the services provided herein and to ensure job site is ready and accessible and remains accessible until job is completed. In the event the job site becomes unavailable before work is fully completed to customers full satisfaction, customer agrees to pay for services performed, and in such an event, Company agrees to return to complete work started when the job site is once again accessible and the warranty period as covered in paragraph 1 begins from original date of invoice. (b) **IMPORTANT:** Customer agrees to inform and/or move persons at or near the job site if it is necessary for any reason and assumes all responsibility for any notifications required under Proposition 65. Although normal *short term* exposure to fumes from our materials in fact pose no significant risk, it is recommended as a precaution and courtesy that written notification is made such as a posted notice warning of the presence of strong paint fumes, and that elderly or sensitive individuals located in the direct vicinity of reglazing work be contacted in person to take care of any special needs they may have if noises or fumes may be an irritation or special risk to them.

7. DELINQUENCY; INTEREST: In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect from Customer a delinquency charge of 1 1/2% per month (18% annual) of the amount due, plus any costs of collection. If Customer fails to pay any amount herein provided within ten (10) days after Company shall have requested in writing performance thereof or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Customer or his property, or if Customer makes any assignment for the benefit of creditors, Company shall have the right but shall not be obligated to exercise any one or more of the following remedies: a. Recover the existing amounts due from Customer and continue the service of the refinishing; or b. Recover from Customer all sums Company may be entitled to under the law.

8. ATTORNEY'S FEES AND COSTS: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of any charges as set forth herein, then and in such proceeding, the unsuccessful party shall pay to the successful party reasonable attorney's fees & costs where permitted by law.

9. INVALID PROVISIONS: If any of the terms or provisions of this agreement shall be determined to be by invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

10. ENTIRE INTEGRATED AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a writing signed by the parties or their duly authorized agent. The general terms of this agreement are understood to be standard terms of service that extend to all services rendered by Company to Customer and in effect for all work performed for Customer until superceded. Customer agrees to pay for work performed in accordance with Company's standard price list, when a question arises as to price not otherwise specified by a written agreement between Company and Customer. No waiver of a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

