

Permitex® Limited Warranty

TM Pratt & Company, Inc.(TM Pratt), a Delaware Corporation, will warrant to XYZ Corp (Owner) for five years, ending XX/XX/20XX, that its Permitex® coating installed in the following locations between (beginning and ending installation dates), by Installer's name and address, will not lose its bond to the interior room walls, peel, or flake. The color (see exception for deep tints below) of the coatings will resist fading and water as long as the surface integrity is maintained and cleansers containing bleach are not used to clean the surface. The Permitex® coating will not crack under normal weather conditions and when applied to substrates that do not subsequently fail or crack. The Permitex® coating material will not contribute to the growth of mildew as long as the surface integrity is maintained and reasonable (for an occupied commercial property) environmental, climate, and cleanliness conditions exist in the area in which the Permitex® coating is applied. This limited warranty is provided contingent on the installer installing the Permitex® components as per the installation instructions found at www.tmpratt.com/perminst.asp.

Deep tint colors whether in paint or Permitex® materials tend to burnish much more readily than light tint colors and accordingly TM Pratt & Company cannot warrant against surface discoloration due to abrasion or scuffing when deep tint colors are selected.

This warranty does not cover failure of the Permitex® coating which occurs as a result of *i*) workmanship of the installer, *ii*) surface failure, *iii*) water penetration due to leaks, floods, or other means, *iv*) structural or design defects, or *v*) abuse, vandalism, acts of war, acts of god, fire, flood, fumes, lightning, earthquake, chemical fumes or foreign substances in the atmosphere.

This warranty is subject to the owner giving TM Pratt written notice of any defects within 30 days of the discovery thereof.

TM Pratt's obligations hereunder shall be limited to the replacement of the coating (materials only) only in those areas where the coating is found to be defective, as a result of its manufacturing process, as determined by TM Pratt and independent experts agreeable to TM Pratt and Owner. TM Pratt will not be liable for damage to other components of the building in which the Permitex® coating is installed. In no event will TM Pratt be liable for any indirect or consequential damages of the owner or any third party. This warranty will not cover damage resulting from the subsequent application, repairs, or other works upon a Permitex® coated surface, without written permission and instructions from TM Pratt as to the technique and materials to be used and the party who will apply those materials.

During the term of this warranty, TM Pratt, its agents, or employees will have free access to inspect the coatings during normal business hours.

Any claim of defect in the material must be made in writing by certified mail to TM Pratt within the warranty period. This warranty is not effective unless all bills from TM Pratt have been paid in full.

Except as stated TM Pratt makes no Warranties express or Implied of merchantability or fitness for any particular purpose or otherwise.

TM Pratt & Company, Inc. PO Box 200 Miami FL 33243-0200

By: _____ **Title:** _____

Date: _____