

## StrucSureCoat<sup>TM</sup> Wall System

Manufacturer's Limited Product Warranty

The Manufacturer and SureCoat Systems (distributor) warrants to the Homeowner that *StrucSureCoat* is free of manufacturing defects for 10 years from the date of application. Should the product prove to be defective in its manufacture, the Manufacturer will provide sufficient *StrucSureCoat* to repair the affected area (never to exceed the original quantity purchased).

*StrucSureCoat* is warranted not to peel, chip or flake from the underlying surface to which it is applied under normal environmental conditions. *StrucSureCoat* is also warranted against hairline cracks up to 1/16" and most environmental pollutants. *StrucSureCoat* must be applied at a rate of 24-26 mils thick or 2.5 gallons per 100 square feet on a textured wall surface or a minimum of 20 mils thick or 2 gallons per 100 square feet on a smooth wall surface. Wood fascia, batten boards, window and door trim must be 15 to 20 mils thick or 1.5 to 2.0 gallons per 100 square feet. Wood siding must be 20 to 25 mils or 2.0 to 2.5 gallons per 100 square feet. Finished surface must be pinhole-free. Not recommended for use on gates, rolling garage doors, wood sash windows or other components that are designed to be moved frequently.

This warranty shall cover material replacement only (labor excluded). This warranty shall be in effect only when the product has been applied by a SureCoat Systems' Approved Contractor, pursuant to manufacturer's specifications and the highest industry standards. This warranty is extended to the original purchaser of this product but is transferable one (1) time within three (3) years from the Date of Application with prior written approval from SureCoat Systems. Transfer fee will apply. The manufacturer and/or SureCoat Systems shall have no obligation to contribute or participate in the labor costs necessary to effect repairs. The *StrucSureCoat* warranty applies only to the surface to which it is applied. This warranty does not cover damages resulting from fire, cracks over 1/16", substrate shrinkage, unsound substrates, lap joints, butt joints, expansion and contraction movement at lap joints and butt joints, settling, major building movement, faulty construction or design, misuse of structure, roof leaks, leaks from other mechanical protrusions, leaks from inside the wall, efflorescence, wicking from the foundation, landscape or building maintenance personnel and/or their equipment, acts of terrorism and acts of God (i.e. windstorms, lightning, hail, flood, hurricane, tornado, termites or earthquakes, etc.).

This warranty is issued in lieu of all other guarantees or warranties, express or implied. The terms of this warranty are limited to the express warranties contained herein and are not subject to modifications. The sales representative and or contractor is not an agent or employee of the manufacturer or SureCoat Systems and any additional promises or guarantees made by the sales representative and/or contractor SHALL NOT become part of this limited warranty. Under no circumstances shall the manufacturer or SureCoat Systems be liable for any special incidental or consequential damages to the building or its contents, including but not limited to, personal injury, property damage, loss of equipment, loss of profit or revenue and any other additional expenses.

**Arbitration & Attorneys' Fees**: All claims and disputes arising under or relating to this Warranty are to be settled by binding arbitration in the State of California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees to the prevailing party. Any such arbitration shall be conducted by an arbitrator experienced in fluid applied wall systems and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

(Initials)



<b>Project &amp; Approved Contractor Information</b>						
Project		Approved Contractor				
Building Owner		Name				
Address		Address				
Total Surface Square Feet		Supervisor				
Total Gallons Applied		Telephone & Fax No.				
Texture:	<ol> <li>Smooth</li> <li>Light (sand)</li> <li>Medium (trowel)</li> <li>Heavy (dash)</li> <li>Perlite</li> </ol>	SS Inv. #:				

## SureCoat Systems (Distributor)

By:

Carolyn D. Martinson, President

I confirm that the StrucSureC	oat Wal	l System has	been applied	pursuant to the	e manufacturer's
specifications.					

Approved Contractor:	
Ву:	
Name:	Title:

Warranty (StrucSureCoat).Residential (6-2-16) 060216