



# columbia paint & coatings

## MATERIAL WARRANTY STATEMENT

Columbia Paint & Coatings hereby issues the following warranty to:

OWNER: \_\_\_\_\_ SPECIFIER: Columbia Paint & Coatings APPLICATOR: \_\_\_\_\_

- A. Columbia warrants that for a period of \_\_\_\_\_ years from date of completion, Columbia product (\_\_\_\_\_), when applied to a firm, sound, approved surface will perform as explained in Section B, Performance Warranty.
- B. Performance Material Warranty for Columbia product:
  - 1. Columbia warrants that for a period of \_\_\_\_\_ years from the date of completion \_\_\_\_\_, the above named product(s) will not blister, crack, peel or flake when applied to any wall area of sound, above grade approved surface that has been properly prepared prior to application, will have excellent color retention as tested in accordance with ASTM D-2244 and will exhibit excellent clean up characteristics when subjected to washing with mild detergent and non-abrasive cleansing materials.
  - 2. This warranty is applicable only when the product has been applied in a good and workmanlike manner and in accordance with Columbia's published instructions, specifications and directions on containers. If, during the respective periods as stated above, any such failure occurs resulting from ordinary weather conditions in any area to which the product has been properly applied, Columbia will, at its expense, provide materials to repair such affected areas so that they conform to this warranty. Columbia will not pay for labor to repair affected areas.
  - 3. Columbia's liability for any defect, failure, or deficiency which is protected by Warranty shall be expressly conditioned upon the owner's obligation to advise Columbia in writing within 30 (thirty) days of the date that such defect is discovered, or could have been discovered in the exercise of reasonable diligence. Columbia will then have the right to immediately inspect the defect and if not given this right, this Warranty shall be terminated.
- C. This Warranty is expressly conditioned upon:
  - 1. The requirements that a pre-inspection, interim coating application inspections and a completed project inspection be conducted, as per Columbia Paint & Coatings' Warranty Program Procedures attached hereto.
  - 2. The Owner in person, or by authorized representative, shall upon completion of the application, thoroughly inspect and accept the same by signing Warranty Statement and forwarding Warranty Statement to Columbia Paint & Coatings. Columbia will provide a copy of the signed Warranty Statement to the owner or authorized representative.
  - 3. Columbia Paint & Coatings shall not be responsible for repairs made by others who are not authorized to make such repairs.
- D. This Warranty does not cover failure of the coating due to:
  - 1. Failure of the applicator to apply the coating according to the specifications of Columbia Paint & Coatings for: surface preparation, application, application conditions and methods.
  - 2. Damage to the coating, property, building or contents caused by sprinkler systems, fire, settlement, faulty construction, movement, misuse of structure, or other failure of the structure.
  - 3. This warranty does not cover horizontal surfaces where ponded water can stand for long periods of time including handrails.
  - 4. Damage to the coating due to natural causes, including but not limited to floods, lightning, hail, windstorms, cyclones, hurricanes, tornadoes, earthquakes, or other extraordinary or unusual events.
  - 5. Damage to the coating resulting from cracks or openings in the substrate.
  - 6. Deficiencies in the substrate or in its application, or improper preparation of the substrate.
  - 7. Vandalism, penetration or damage, caused by third parties or foreign objects or agents, including plant or animal life.
  - 8. Damage caused by repairs or alterations to, encroachment upon, or erection of structure on the surface or any use of the surface other than for its intended purpose at the time the Warranty was issued.
  - 9. Color changes in the coating as the result of normal weathering or atmospheric conditions.
  - 10. Change of primary building use that could appreciably affect product performance.
  - 11. Columbia Paint & Coatings will not be responsible for mildew.
  - 12. This warranty will cover material only.
- E. If Coatings Applicator or Owner fails to make full payment to Columbia Paint & Coatings within standard or stated credit terms, this Warranty shall be void.
- F. Except as provided herein, Columbia makes no other warranty, expressed or implied, including warranties of fitness or merchantability, and Columbia shall have no other liability with respect thereto, including without limitation, any liability for indirect consequential or resultant damages, or damage to building and contents, whether due to breach of warranty or negligence. This Warranty is not effective unless executed by an officer of Columbia Paint Company.

**Accepted by:**

**OWNER/SPECIFIER**

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**Accepted by:**

**COLUMBIA PAINT & COATINGS**

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_