



# Coatings Application Warranty



**Williams Professional Painting**, located at 3919 Wheeler Avenue, Alexandria, Virginia 22304, 703-768-8143 warrants to the current owners of the property listed in this proposal that all coating application work performed by Williams Professional Painting was (is) completed according to professional industry standards, and is under warranty to remain failure free under the following terms and conditions:

**All interior coatings:** applied to plaster, drywall and wood surfaces shall be warranted for a period of **5** years. **All Exterior coatings:** applied to wood, stucco and masonry substrates shall be warranted for a period of **3** years from completion of work. Any previously unpainted **aluminum or vinyl** surfaces shall be warranted for a period of **10** years from date of completion of work. Exterior **metal and iron** substrate coating application shall be warranted for a period of **1** year from completion of work. **Exterior Clear finish** coatings shall be warranted for a period of **2** years from completion.

In the event of a claimed breach of this warranty, the purchaser shall deliver to Williams Professional Painting not more than 10 days after the discovery of the defect, written notice of the defect, and the date on which the defect was discovered. Williams Professional Painting will inspect the areas within **10** days of notification of potential defects. If inspection determines that the defect falls within the scope of this warranty, Williams Professional Painting shall provide replacement service and product to correct the defect. Williams Professional Painting agrees to correct the defective portions of the work caused by improper or inadequate preparation and / or painting, which owner agrees will be the owner's sole and exclusive remedy. This warranty constitutes the sole and exclusive warranty made by contractor and there are no other warranties, including, but not limited to the implied warranty of the merchantability and warranty of fitness for a particular purpose and all such warranties are expressly disclaimed and excluded by the parties. This warranty also constitutes owner's exclusive remedy against contractor including for alleged negligence of contractor and otherwise, and contractor shall not be liable for any incidental or consequential damage including liquidated, delay damages or other damages. *This warranty shall not be extended by any corrective service or additional material, but the remaining warranty period shall continue in effect and be applicable under the original terms and conditions. This warranty is not applicable under the following conditions:* A) Any damage to stucco or masonry that may occur due to ongoing concealed deterioration. This may manifest itself as efflorescence, a white chalky leaching of salts to the surface, accompanied by a crumbling of the stucco or masonry surface. B) Coating failure due to structural damage caused by standing water, inadequate drainage, improperly installed or inadequately maintained guttering, water sprinklers or window unit air conditioners causing continuous water saturation, leaking and/or pooling in/on or around the affected area (s). C) Coating failure due to wood rot, termites, carpenter bees, carpenter ants or any other insect caused damage. D) Coating failure due to structural alterations, additions, repairs or normal shifting and settling of building and substrate. E) Coating failure caused by unchecked mold or mildew growth. F) Coating failure caused by roof and/or plumbing leaks. G) Coating failure resulting from: caustic chemicals, fire, acts of God, natural disasters such as windstorms, floods, earthquakes, lightning, mud slides, tornadoes, or hurricanes. **HAZARDS:** Contractor shall not be responsible for the Identification, removal, disposal, or rendering harmless of any hazardous material on the job, including, but not limited to, lead base paint, mold, mildew, asbestos or polychlorinated biphenyl. **PREVIOUS COAT BREAKDOWN** – In view of the fact that an additional coat of paint when applied over a previous coat, can cause peeling or loss of adhesion from the substrate, Williams Professional Painting is not responsible for the failure of a paint film which was not applied by Williams Professional Painting and which had been previously applied to the same surface. Breakdown due to mildew is not guaranteed, as this is a moisture problem not a paint failure.

**QUALITY OF WORK:** PDCA STANDARD P1-92: 2.4 All preparation and painting will be done at or above nationally recognized industry standards as developed and adopted by the "Painting And Decorating Contractors Of America" as described in PDCA Standard P1-92: 2.4 "The painting contractor will produce a "Properly painted surface". A "Properly painted surface" is one that is uniform in appearance, color and sheen. It is one that is free of foreign material, lumps, skins, runs, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface, which is free of drips, spatters, spills, or overspray, which were caused by the contractor's workforce. Compliance to meeting the criteria of a "Properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date Of Completion \_\_\_\_\_ Authorized Signature \_\_\_\_\_