

THREE YEAR WORKMANSHIP WARRANTY



Home Owner/Client: _____

Address: _____

HDC Paint (Contractor) is proud to provide a Three Year Limited Workmanship Warranty, guaranteeing the quality of workmanship that we provide to our valued customers (Client)

For a period of thirty-six (36) months from the completion date of the work performed pursuant to the contract, HDC Paint warrants against the peeling, blistering, cracking, flaking, excessive chalking due to substandard product application under ordinary wear (referred herein as a Warranted Condition).

For this warranty to be valid, Client must (1) pay the full contracted price as outlined in Client's original Contract of Service; (2) retain an original copy of payment in full; and (4) make the property accessible to the Contractor's employees, etc. to perform the repairs.

In addition, a notice of claim under this Warranty must be promptly given to the office of the Contractor within fifteen (15) days after Warranted Condition has occurred. This notice must contain a copy of this warranty and a description of the claim. If, after inspection, the Contractor has determined a Warranted Condition has occurred, the Contractor will supply, free of charge, replacement product (not necessarily the Product originally used, but of equal or greater value) per specifications and the labor to remedy the claim. The remaining warranty will continue in effect and apply the re-coat products provided by the Contractor upon the terms of this warranty.

This warranty does not cover damages to or failure of the products caused by the following: structural defects, failure or settlement; improper drainage (standing water); fire, explosion, chemicals, fumes or vapors; condensation or moisture in, through or around walls, copings, structure or surrounding area; excessive heat or cold; failure of surface or substrate; contaminates; any work where Contractor did not supply the materials; any work that was not performed by the Contractor; varnished surfaces; surfaces made of or containing galvanized metal; bleeding caused by knots, rust or cedar; and cracks in drywall, plaster or wood.

This warranty does not cover peeling, blistering or chipping caused by the following: ordinary wear and tear; abnormal use or misuse; peeling of layers of paint existing prior to the work performed by the Contractor; abrasion, mechanical damage; abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases; and damage or defects caused in whole or in part by reason of acts of God, flood, extreme weather conditions, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred.

The Contractor limits the warranty on work performed on fences, decks, and doors and any moving or modular surfaces due to excessive wear.

This warranty is not transferable and may not be assigned or modified unless in writing, signed by an authorized representative of the Contractor. This warranty is applicable only to single family residencies.

Final payment and receipt of this warranty acknowledges that all work has been completed and the Contractor is not responsible for any additional work or touch ups.

CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY.

Job Completion Date: _____

Signed By:
(HDC Paint Representative) _____ Date: _____

(Home Owner/Client) _____ Date: _____