

X-Tenda Coat Material Warranty

Date of Issue:

Contractor Name
Contractor Address
City, State

Project Name
Project Address
City, State

Approval #

Subject to the following terms and conditions, Versico, LLC ("*Versico*") warrants to the Buyer that the Acrylic Coating ("AC") sold to the Buyer will be free from manufacturing defects at the time of its delivery to the job site.

If upon inspection by Versico, the AC evidences manufacturing defects, Versico's liability and Buyer's remedies are limited, at Versico's option, to the repair or replacement of the defective AC at the F.O.B. point in the original contract of sale.

Versico further warrants that the AC material will not prematurely deteriorate to the point of failure because of weathering for a period of five (5) years from the date of sale if properly installed, maintained and used for the purpose for which Versico intended. The acrylic coating will require annual maintenance to provide a reflective surface as well as to remove contamination from the environment.

If upon inspection by Versico, the AC shows premature deterioration because of weathering within the five (5) year period stated herein, Versico's liability and Buyer's remedies are limited at Versico's option to the providing of repair material for the original AC.

Buyer shall give Versico written notice of a claim under this warranty within five (5) days of discovering of a manufacturing defect or premature deterioration of the AC.

This warranty refers to the AC material only. Accessories contained in an AC system are not covered by this warranty.

Versico shall not be responsible for the cleanliness, fading, or discoloration of the AC material caused by ordinary weathering or environmental conditions including, but not limited to, dirt, pollutants or biological agents.

NO REPRESENTATIVE OF VERSICO HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. VERSICO SHALL NOT BE LIABLE FOR ANY DIRECT INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

