

THE SHERWIN-WILLIAMS COMPANY
WOODSCAPES SEMI-TRANSPARENT EXTERIOR HOUSE STAIN (Paint")
FIVE YEAR LIMITED WARRANTY

This Limited Warranty is issued by The Sherwin-Williams Company ("SW") to _____ ("Owner") for the following project of Owner _____ ("Project").

1. **LIMITED WARRANTY.** In the event that a contiguous area of one percent (1%) or more per year of the Paint applied at the Project is determined to be Defective during the Warranty Period, SW shall reimburse Owner pursuant Paragraph 2 of this Limited Warranty.

2. **SCOPE OF WARRANTY.**

(a) SW's Paint Used On The Project. This Limited Warranty is issued by SW to Owner only for Paint purchased by Owner directly from SW and applied to a Suitable Substrate at the Project.

(b) Reimbursement For Defective Paint During Warranty Period. If the Paint is determined to be Defective during the Warranty Period, and the area of such Defective Paint exceeds the percentage specified in Paragraph 1 of this Limited Warranty on a cumulative basis, SW shall supply the replacement Paint necessary to repair such Defective Paint; provided, however, SW shall not be responsible for any defects occurring in any other non-contiguous sections of the Project which do not meet the requirements of Paragraph 1 of this Limited Warranty. Furthermore, Defective Paint in an amount less than the percentage specified in Paragraph 1 per year, cumulatively, shall be considered to be normal maintenance and shall be the sole responsibility of Owner to correct.

3. **CONDITIONS OF WARRANTY.** SW's obligation to furnish replacement materials pursuant to this Limited Warranty is contingent upon the following conditions being satisfied. The failure of Owner to comply with any of the conditions specified in this Paragraph 3 shall relieve SW of any liability under this Limited Warranty.

(a) Owner and/or Owner's contractor/applicator shall obtain written specifications and instructions from SW prior to the application of the Paint and the contractor/applicator shall apply the Paint in accordance with such specifications and instructions.

(b) The specifications and instructions shall be followed in all respects with regard to storage, product handling, surface preparation, application and other requirements.

(c) Owner has complete responsibility for ensuring that the contractor/applicator complies fully with such specifications and instructions, notwithstanding periodic visits to the Project by any representative of SW and notwithstanding any representations made by any representative of SW to the contrary.

(d) It shall be Owner's responsibility to perform repairs on any Paint at the Project if a defect is discovered which is not the responsibility of SW pursuant to this Limited Warranty. Such repairs shall be made by Owner, at Owner's expense. All repairs shall be made by Owner utilizing only those products satisfactory

to SW and in accordance with repair specifications supplied by SW.

(e) SW shall not be responsible for any defects occurring in any other non-contiguous sections of the Project which do not meet the requirements of Paragraph 1 of this Limited Warranty.

(f) Owner shall submit all claims pursuant to this Limited Warranty in accordance with Paragraph 4 of this Limited Warranty.

4. **CLAIMS.** To assert any claim under this Limited Warranty, Owner shall notify SW in writing within thirty (30) days after Owner has actual or constructive notice of Paint which is allegedly Defective. Such claim shall be sent to: The Sherwin-Williams Company, 11410 Alameda Dr., Strongsville, OH 44136, ATTENTION: Vice President - Marketing. All claims shall include proof of purchase and shall provide details explaining the nature of the claim and the date of detection. Owner waives any claims not made in this manner during the Warranty Period. SW shall have a full and complete opportunity to inspect any alleged defect and review any records concerning the alleged defect.

5. **WARRANTY PERIOD APPLICABLE TO A REPAIR.** The Warranty Period shall not be extended by the repair of any Defective Paint pursuant to this Limited Warranty. Any replacement materials furnished by SW pursuant to this Limited Warranty shall be covered by the terms of this Limited Warranty for the remaining term of the original Warranty Period provided that such replacement materials are applied in accordance with SW's specifications and instructions.

6. **EXCLUSIVE REMEDY.**

(a) **THE LIMITED WARRANTY PROVIDED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY AND/OR THE PERFORMANCE OF THE PAINT. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SW MAKES NO WARRANTIES OF ANY KIND RELATING TO THE PAINT AND/OR THE PERFORMANCE THEREOF AND SW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY CONTAINED ON THE PAINT CONTAINER LABEL AND/OR OTHER LITERATURE OF SW. THIS LIMITED WARRANTY IS NOT A WARRANTY BY SW TO OWNER CONCERNING THE APPLICATION OF THE PAINT AND OWNER**

ACKNOWLEDGES AND AGREES THAT IF OWNER HAS ANY CLAIM FOR IMPROPER APPLICATION OF THE PAINT OWNER SHALL RESOLVE SUCH CLAIM DIRECTLY WITH THE PARTY WHO APPLIED THE PAINT.

(b) SW'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS LIMITED WARRANTY SHALL BE LIMITED EXCLUSIVELY TO PROVIDING REPLACEMENT COATINGS FOR THE PAINT FOUND TO BE DEFECTIVE TO THE EXTENT PROVIDED IN THIS LIMITED WARRANTY. SW SHALL IN NO EVENT BE LIABLE TO OWNER, OR TO ANY PERSON CLAIMING THROUGH OWNER, WHETHER IN CONTRACT, TORT, OR STRICT PRODUCT LIABILITY, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, DEMURRAGE, OR PENALTIES, ARISING FROM ANY CAUSE WHATSOEVER.

7. **ASSIGNMENT.** This Limited Warranty may not be transferred or assigned by Owner. In the event that the Paint used on the Project is purchased from SW by Owner's contractor/applicator rather than by Owner directly, SW and Owner acknowledge and agree that this Limited Warranty shall be for the benefit of Owner.

8. **DEFINITIONS.** The following terms when used in this Limited Warranty shall have the meanings set forth below.

(a) "Suitable Substrate" shall mean above-grade vertical surfaces composed of wood siding.

(b) "Defective" shall mean:

- (i) will not crack;
- (ii) will not peel;
- (iii) will not blister;
- (iv) will not check; and

but does not include any other defect or damage including, but not limited to, any defect or damage resulting from:

- (1) the failure of Owner and/or the coatings contractor/applicator to follow and adhere to all of the specifications and instructions provided by SW;

- (2) improper surface preparation;
- (3) improper application of the Paint;
- (4) ordinary wear and tear, abnormal usage, misuse, failure to properly maintain the coated substrate in accordance with reasonable and customary maintenance procedures;
- (5) structural defects and/or structural settling or movement;
- (6) improper repair;
- (7) causes unrelated to the performance of the Paint under normal operating conditions;
- (8) abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases;
- (9) improper substrate installation; and
- (10) causes beyond the reasonable control of SW including, not limited to, damage or defects caused in whole or in part by reason of fire, explosion, flood, war, radiation, act of God, unusual weather conditions, matters normally covered by force majeure, misuse, alteration, abuse, vandalism, negligence, or any other similar or dissimilar circumstance or event beyond the reasonable control of SW.

(c) "Warranty Period" shall mean the five (5) year period commencing on the date that Owner and/or Owner's contractor/applicator purchased the Paint for the Project from SW.

9. **APPLICABLE LAW; JURISDICTION.** This Limited Warranty shall be governed by and construed in accordance with the internal laws of the State of Ohio.

10. **ENTIRE AGREEMENT.** This Limited Warranty constitutes the entire agreement between SW and Owner concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or warranties between the parties concerning the subject matter hereof. This Limited Warranty shall not be binding upon SW unless it is signed by Owner, the contractor/applicator, and SW's Vice President of Marketing.