

## **Residential Applications & Coatings Warranty**

Davinci's Museum Painting, LLC. guarantees to the Property Owner for the Property address specified within the Original Contract and Proposal, that all of the materials, preparation services, and application services have been performed in accordance with the Professional Industry Standards set forth by the PDCA. This warranty provides assurance to the Property Owner that the materials and services specified within the Original Proposal are in accordance with those specifications, and exclude known material failure and workmanship defects. This Warranty is non-transferable to successive Owners of the Property.

### **This Warranty is subject to the following duration:**

- 1.) Interior Applications w/ Latex Materials: Application to drywall, plaster, and wood trim surfaces shall be warranted for a period of 5 years following the completion of the project.
- 2.) Interior Applications w/ Alkyd Materials: Application to drywall, plaster, and wood trim surfaces shall be warranted for a period of 2 years following the completion of the project.
- 3.) Interior Applications w/ Lead Substrate: Application to drywall, plaster, and wood trim surfaces shall be warranted for a period of 2 years following the completion of the project.
- 4.) Interior Applications w/ Polomix Materials: Spray Application to drywall, plaster, canvas, composite panels, ceramic tile, and wood trim surfaces shall be warranted for a period of 4 years following the completion of the project.
- 5.) Exterior Applications w/ Latex Materials: Application to wood siding, stucco siding, wood trim surfaces, concrete foundations, block foundations, aluminum siding, and fiber cement surfaces shall be warranted for a period of 4 years following the completion of the project.
- 6.) Exterior Applications w/ Metal Substrate: Application to iron rails, cast iron grates, aluminum or metal windows, aluminum or metal storm windows, and aluminum or metal features shall be warranted for a period of 2 years following the completion of the project.
- 7.) Exterior Deck and Fence Applications: Stains, varnishes, and clear polyurethane sealant to wood trim surfaces shall be warranted for a period of 2 years following the completion of the project.

### **This Warranty is contingent upon the following provisions:**

Upon discovery of a presumed defect in the materials or workmanship that were performed in accordance with the project specifications, the Property Owner should notify the Company by email within a reasonable time period and within specified project type warranty period. Davinci's Museum Painting, LLC. will inspect the issue within 30 days upon receipt of the notification from the Property Owner. If the inspection determines that the defect is a covered item within the scope of the terms of the Warranty, the Company will remedy the defect within a period of 30 days, at a time that is convenient for the Property Owner. The duration of the warranty cannot be extended as a result of the actual remedy that was utilized; however, the remaining warranty period will continue to be in effect. The terms set forth within this Warranty constitute the absolute remedy with Davinci's Museum Painting, LLC. with respect to material or workmanship defects connected to the project. Therefore, Davinci's Museum Painting, LLC. shall not be liable for any incidental or consequential damages related to the warranty service.

### **This Warranty is subject to the following exclusions:**

- 1.) Application Services provided by Davinci's Museum Painting, LLC. whereby paint materials were not supplied by the Company.
- 2.) Application failure such as peeling, or paint bubbling that materialized as a result of previously painted substrate that was not primed or prepared correctly. The load of a new application could cause stress to that previously painted substrate.

- 3.) Excluded horizontal exterior features: wood window sills, aluminum painted gutters, and brick or concrete foundations. The virtue of the design of these items facilitates the accumulation of water.
- 4.) Walked-on surfaces such as deck planks, concrete garage floors, and wood porch floors.
- 5.) Application failure as a result of wood deterioration caused by improper installation, standing water, and inadequate drainage.
- 6.) Application failure as a result of wood deterioration, termites, carpenter bees, carpenter ants, or any other insects.
- 7.) Application failure as a result of structural alterations, remodeling, or new construction that could cause normal shifting and settling of the structure.
- 8.) Application failure as a result of fires or floods, that occurred in a different section of the property.

**PDCA Standard Quality of Work:**

Paint Application Services and Preparation Services will be completed at or above nationally recognized industry standards that were developed by the PDCA- Painting and Decorating Contractors of America. "The Contractor will produce a 'properly painted surfaces'. This is a surface that is uniform in appearance, color, and sheen. It should be free from foreign materials, lumps, runs, misses, or insufficient coverage.

**PDCA Level 2 Standard Preparations:**

"Level 2 surface preparation, provides good adhesion, protection, and the longevity of the actual painted surface. This preparation service includes basic sanding, caulking, and spot priming. Drywall indentations and holes that are less than 1/8" should be filled. The acceptability of the Level 2 Standard Fill should be determined without magnification, and at a distance of 39" or more, utilizing normal lighting conditions, and from a normal view position".