

LIMITED PRODUCT WARRANTY

Date: _____ **Warranty #:** _____ **Effective Date:** _____
Project Name: _____ **Owner:** _____
Product Name: _____ **General Contractor:** _____
Project Address: _____

Nawkaw warrants to the Owner, that for a period of twenty-five (25) years from the Effective Date, the Nawkaw product indicated above will conform to Nawkaw's published specifications in effect as of the date of purchase, and, when applied according to printed instructions, will be free from defects in materials which result in fading, flaking or peeling. For Nawkaw products that include water repellents, the warranty for the water repellency shall be for a period of five (5) years from the Effective Date.

General Requirements

In order to obtain this warranty, the Building Owner is responsible to ensure: (i) that the Nawkaw product is applied in strict compliance with Nawkaw's published application procedures and in accordance with any project-specific recommendations from Nawkaw; and (ii) that the Nawkaw product is used with compatible materials and substrates.

Limitations

This warranty specifically excludes failure of the product due to:

- a. Natural causes including, but not limited to, lightning, earthquake, hurricane, flooding, tornado, and fire;
- b. Poor condition of the application surface, including but not limited to peeling, rotting, spalling, shrinkage, or efflorescence;
- c. Disintegration, deterioration or failure of the application surface;
- d. Mechanical damage including, but not limited to, that which is caused by surface abrasion, individuals, tools, vandalism, de-icing products or other outside agents;
- e. Previously painted areas, where paint was stripped and stain was applied;
- f. Defects in the design or construction of the building where the product was applied; and
- g. Application to horizontal areas.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, NAWKAW MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS PRODUCTS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY SHALL BE BUILDING OWNER'S SOLE AND EXCLUSIVE REMEDY AND NAWKAW, INC.'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

THIS WARRANTY WILL BE NULL AND VOID IF NAWKAW HAS NOT RECEIVED PAYMENT IN FULL FOR THE PRODUCT USED, OR IF NAWKAW MUST COLLECT ANY AMOUNT OWED THROUGH A THIRD PARTY, OR IF ANY OTHER COATING IS APPLIED ON TOP OF NAWKAW'S STAIN PRODUCT, OR IF IT IS FOUND THAT THE APPLICATION SURFACE HAD PREVIOUSLY BEEN TREATED WITH A WATER REPELLANT AND THIS INFORMATION WAS NOT DISCLOSED TO NAWKAW PRIOR TO THE APPLICATION OF NAWKAW'S PRODUCT.

Remedies

In the event of a Warranty claim, Owner must notify Nawkaw and provide Nawkaw with the opportunity to inspect the Product within thirty (30) days of the date when the Owner discovered the defect (or should have discovered the defect in the exercise of ordinary diligence). If Nawkaw verifies the defect, Nawkaw shall, in its sole discretion, replace the Product or credit or refund the price of the Product at the pro rata contract rate. This Warranty and any claim made or arising under this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, with any disputes arising or related to the Warranty to be adjudicated only in Oconee County, Georgia, regardless of any other choice of law or forum selection provision stated in the Construction Agreement or any other state's choice of law rules.

NAWKAW, INC.

By: _____
Name: Kasia Purzycka
Title: President