



**Gilmore Painting & Decorating, Inc.**

## **Limited Exterior Warranty**

Gilmore Painting and Decorating, Inc. (GP&D) stands behind all of the coatings we apply on exterior substrates.

Proper coating selection will assure long-term protection of exterior painted surfaces. A two coat, field applied finishing system is essential for good performance. Applying one coat of finish will not give adequate protection and can result in premature coating failure. Studies have shown that a two coat, field applied system consisting of one coat primer; one coat topcoat will generally outperform a two-coat system using only the finish coat.

Our warranty states:

The Contractor, GP&D and property owner/representative shall inspect the work performed by GP&D one time a year for three years beginning on the Completion Date at no charge. GP&D shall contact property owner/representative by telephone during the month of the project anniversary for three consecutive years and provide such property owner/representative with two dates and times for inspection of work during a thirty day period beginning on the date of telephone contact. Property owner/representative shall choose one of such dates and times for a meeting with GP&D representative. If property owner/representative cannot meet on either of such two dates, such representative shall provide GP&D with the name, telephone number of another representative, who will represent the homeowner, choose one of such dates, and contact GP&D for a meeting with the GP&D representative. If there is a coatings failure that was applied by GP&D; a list of corrections shall be written by GP&D representative, and then a date shall be agreed upon to perform such work within thirty days of such agreement which shall be set forth on the list of work to be completed.

**THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE BY CONTRACTOR AND THERE ARE NO OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY THE PARTIES, THIS WARRANTY ALSO CONSTITUTES HOMEOWNER'S EXCLUSIVE REMEDY AGAINST CONTRACTOR INCLUDING FOR ALLEGED NEGLIGENCE OF CONTRACTOR AND OTHERWISE, AND CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED, DELAY DAMAGES, OR ANY OTHER TYPE OR KIND OTHER DAMAGES, EXPRESS OR IMPLIED RELATING DIRECTLY OR INDIRECTLY TO THE WORK.**