

LIMITED LIFETIME WARRANTY
ENCORE FOR WOOD COMPOSITE
COATING.
(Applies to Purchases After 01/01/2013)



Encore Coatings, LLC warrants your complete satisfaction with the product for as long as you (the original purchaser) own your home. For commercial applications, including applications that are part of HOA or POA type projects, this product is warranted for a period of ten years. FAILURE CAUSED BY IMPROPER SUBSTRATE PREPARATION, IMPROPER APPLICATION, FAILURE TO MAINTAIN, OR ANY ACT OF ABUSE VOIDS THIS WARRANTY.

Remedies: If not satisfied, follow the instructions below. Manufacturer will, at its option and sole discretion, supply replacement material, but not the cost of paint, labor, freight, taxes, or other expenses associated with removal or reinstallation, or refund the original purchase price. Buyer has a duty to mitigate damages and must notify Manufacturer within 30 days after the appearance of the defect.

How to file a Warranty Claim: Please email a written explanation of the defect, at least four (4) pictures of the defect(s), and dated proof of purchase to:

customersupport@encorecoatings.com

At its discretion, Manufacturer reserves the right to request additional information and visit the location of the claim.

What is not covered by this Warranty: Manufacturer does not warrant the design, the engineering, nor the suitability of the structure to which this product is applied. Manufacturer does not, in any way, warrant the texture or the actual color imparted by the application of this product. Each purchaser is solely responsible for determining the effectiveness, suitability, compliance with applicable codes and standards, and safety for the use of Encore. Modification of Encore beyond the recommended paint requirement or applying less than two coats on a surface will deem this warranty null and void. This Limited Warranty does not cover product failure, product malfunction or any damages resulting from abnormal use, abuse, accidents, acts of God, fire, flood, hurricane, intentional acts, normal wear and tear, tornado, unreasonable use, acid rain, acts causing surface abrasion, scratches, holes, exposure to harmful chemicals, impact from foreign objects, improper or insufficient application methods(s), or improper or insufficient maintenance.

LIMITATION OF REMEDIES AND EXCLUSIONS OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY **INCIDENTAL, CONSEQUENTIAL, INDIRECT SPECIAL PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER** (INCLUDING, BUT NOT LIMITED TO; LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATOR APPLICATION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE MANUFACTURER INCURRED IN ANY SUCH WARRANTY CLAIM, ACTION OR PRECEDING MADE WITH RESPECT TO NONCONFORMING OR DEFECTIVE PRODUCTS EXCEED MANUFACTURER'S COST FOR SUCH PRODUCTS. Some States do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

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