

Rainguard® International Products Company

Limited 10 Year Material and Labor Warranty

Rainguard® *VANDLGUARD*™ Permanent Anti-Graffiti Coating

Rainguard Products Company warrants Rainguard® *VANDLGUARD* Permanent Anti-Graffiti Coatings against graffiti staining on underlying treated surfaces under conditions of normal wear and graffiti cleaning or removal on all properly prepared and installed surfaces on commercial, residential, multi-unit dwellings or condominiums for a period of TEN (10) years from substantial date of completion subject to the exclusions listed below when installed in accordance with current *VANDLGUARD* specifications.

Any claim under this Limited Warranty shall be presented in writing to Rainguard Products Company at the address below during the Limited Warranty period and within Forty Five (45) days after any Covered Condition has occurred by sending written notice to Rainguard Products Company. Failure to provide written notice within the specified time period shall discharge Rainguard Products Company from any and all obligations under this warranty.

The duration of the Limited Warranty period shall not be extended by the supplying of any replacement material but the remaining Limited Warranty period shall be in effect and is applicable to the restored areas under the conditions of this Limited Warranty.

If, upon inspection, Rainguard Products Company determines that this claim is covered under warranty, Rainguard Products Company shall at its own expense, supply sufficient Rainguard *VANDLGUARD* material and labor to restore all non-conforming areas where necessary as the result of any defect in this product. The foregoing shall be the only remedy of the Owner or Licensed Contractor or Applicator under this Limited Warranty. If after notifying Rainguard Products Company of a claim under the Limited Warranty, Rainguard Products Company determines that the claim is not covered under this Limited Warranty, then neither the Owner or Licensed Contractor or Applicator shall have any recourse against Rainguard Products Company.

Rainguard Products Company hereby disclaims all liability for the improper use or misuse of its products and defective or negligent workmanship of the Licensed Contractor and or Applicator. In the event of false or inaccurate information in the application for warranty and if such information was relied upon to issue the Limited Warranty, then the Limited Warranty void.

This warranty does not cover, and Rainguard Products Company shall have no liability for any damage or failure of *VANDLGUARD treated* surfaces caused by or due to any of the following:

- Structural defects or failures such as cracks or openings caused by settlement, movement, warping, displacement, or any mechanical or physical failure of the structure, systems, sealers, caulk, existing coatings or patching materials or any attachment.
- Acts of God or nature such as earthquakes, wind storms, hail, tornadoes or hurricanes, etc.
- New construction on, through or adjacent to the *VANDLGUARD treated* surfaces.
- Application to any surface or material that has not sufficiently cured.
- Improper cleaning or maintenance of treated surfaces.
- Efflorescence or lime-run.
- Water or moisture penetration behind the installed *VANDLGUARD treated* surfaces.
- Use of sub standard building materials, faulty construction, poor workmanship or poor or inadequate building design.
- Contractor or applicator negligence or product misuse during the preparation or application of *VANDLGUARD*.
- Impact by foreign objects.

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE. RAINGUARD PRODUCTS COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOSS OF USE) ARISING OUT OF THE USE OR MISUSE OF THIS PRODUCT AND RAINGUARD PRODUCTS DISCLAIMS ANY LIABILITY FOR NEGLIGENCE. RAINGUARD PRODUCTS COMPANY LIABILITY UNDER THIS AGREEMENT, IS FOR THE NO CHARGE REPLACEMENT OF DEFECTIVE MATERIALS TO RESTORE NON-CONFORMING SURFACES ONLY.

THE REMEDIES SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND IN NO EVENT SHALL RAINGUARD PRODUCTS COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MISUSE OF THIS PRODUCT. RAINGUARD PRODUCTS COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY OTHER PERSONAL OR REAL PROPERTY.

Warranty Registration No Sample
Square Footage: Sample

Effective Date: Sample
Surfaces Protected: Sample

SAMPLE

Authorized Signature
Rainguard® International 21622 Surveyor Circle, Huntington Beach, CA 92646
© 1969 - 2018 Weatherman Products, Inc. dba Rainguard® International

Date: SAMPLE
(949) 675-2811