

IdeaPaint Dry Erase Paint

TEN (10) YEAR LIMITED WARRANTY, NON-PRORATED

WHAT THE WARRANTY COVERS

Limited Warranty. Subject to the terms of this Limited Warranty, during the Warranty Period (set forth below), ICP Construction, Inc. (“ICP”) warrants that the IdeaPaint Dry Erase Paint product (the “Product”) manufactured by ICP will be free from manufacturing defects in material and workmanship based on ICP’s specifications for the Product and, when the Product is properly applied over sound and properly prepared interior surfaces following the label directions, that the paint film will be free from peeling, blistering, cracking or other deterioration caused by manufacturing defects in Product. This Limited Warranty is subject to the Exclusions from Limited Warranty (set forth below) and applies only when a Certificate of Warranty is issued by ICP as set forth below. This Limited Warranty may be transferred to subsequent owners of the building to which the Product has been properly applied.

WHAT THE LIMITED WARRANTY DOES NOT COVER

Exclusions From Limited Warranty. This Limited Warranty does not apply (a) with respect to use of the Product on interior surfaces; (b) when the Product is not installed within ICP’s published shelf life for the Product, (c) when the Product is not properly applied over sound and properly prepared interior surfaces following the label instructions for paint and the Product, (d) when the environmental and service recommendations for the surfaces, materials, coatings and paint are not followed, (e) if the Product is not handled, stored, mixed, applied and maintained in accordance with ICP’s recommendations, (f) if the Product is abused, misused, altered or modified, and (g) with respect to issues arising other than due to Product defect or nonconformance not resulting from ICP manufacturing. ICP does not warrant or guarantee the workmanship of any person or entity installing ICP products or systems. This Limited Warranty does not extend to any peeling, mildew, blistering, cracking or other deterioration of the paint film caused by (1) failure or defects in the structure, substrate or a previous coatings, (2) Acts of God, (3) abuse or negligence, or (4) causes other than defects in Product.

Disclaimers. TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE ARE EXPRESSLY DISCLAIMED AND ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY DISCLAIMED. In the event an implied warranty exists as determined by a court, the duration of the implied warranty shall expire upon the expiration of the Warranty Period.

WARRANTY PERIOD

This Limited Warranty applies for a period of ten (10) years from Warranty Effective Date specified on a Certificate of Limited Warranty signed by the ICP Sales Representative, deaPaint Dry Erase Paint Distributor, and the Installing Contractor. The Certificate of Limited Warranty only signifies the commencement of the Limited Warranty but does not waive any conditions, limitations or exclusions applicable to the Limited Warranty, even if the work was or could have been inspected by ICP or its representatives. Compliance with the Product application requirements remains the obligation of the user of the Product.

PROCEDURE TO QUALIFY FOR LIMITED WARRANTY COVERAGE

The five-year Limited Warranty will apply only on condition that the following procedures have been followed and a Certificate of Limited Warranty signed by the ICP Sales Representative, IdeaPaint Distributor, and the Installing Contractor has been issued. **NO WARRANTY APPLIES UNLESS A CERTIFICATE OF LIMITED WARRANTY IS ISSUED.**

- A. The surface(s) to be painted must be reviewed by an ICP Sales Representative who will prepare a written specification for the necessary surface preparation steps and the coating system to be applied to each surface involved. Such specification must be strictly followed.
- B. The ICP Representative at their discretion may make inspections or request visual evidence for each of the following steps, and when approved, shall certify in writing their acceptance:
 - a. The surface(s) to be coated has been properly prepared according to specifications and is in satisfactory condition for application of the specified coatings.
 - b. Surface cleaning by washing, sanding, removal of prior coatings or any other specified methods has been completed.
 - c. If patching or caulking compounds are required, the specified product must be used following label directions.
 - d. If a primer is necessary, the surface(s) has been primed following the label directions with the specified IdeaPaint Dry Erase Paint or agreed upon primer and is ready for the finish coat.
 - e. The surface(s) has been finish coated with the specified IdeaPaint Dry Erase products following the label directions thereon.

WHAT ICP WILL DO TO REMEDY APPROVED LIMITED WARRANTY CLAIMS

Limited Remedies. If the Product fails to conform to this Limited Warranty during the Warranty Period and the claim is timely submitted as set forth below, ICP's sole liability and the sole remedy will be, at ICP's option, for ICP to provide replacement Product in connection with the repair of the area of the building affected by the nonconforming Product or refund the portion of the purchase price attributable to the nonconforming Product. Quantities of replacement Product furnished by ICP are warranted only for the remainder of the original Warranty Period. **THE LIMITED WARRANTY AND REMEDIES SET FORTH HEREIN ARE THE EXCLUSIVE AND SOLE WARRANTY AND REMEDIES PROVIDED BY ICP. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ICP SHALL NOT HAVE ANY OTHER LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL DAMAGES OR OTHER DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY (INCLUDING ANY IMPLIED WARRANTIES) OR ANY OTHER CONTRACT, NEGLIGENCE, OTHER TORT, OR OTHERWISE.** ICP will not be responsible for any labor costs for repair or replacement of the Product, costs of other materials or affected goods, downtime, loss of revenue, or other issues arising from defective or nonconforming Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply. Any efforts by ICP beyond the obligations provided for in this Limited Warranty will not in any way enlarge, extend or otherwise change the Limited Warranty, remedies or limitations stated in this Limited Warranty. **IN NO EVENT WILL ICP'S LIABILITY TO ANY OTHER PERSON OR ENTITY EXCEED THE PRICE RECEIVED BY ICP FOR THE DEFECTIVE OR NONCONFORMING PRODUCT.** The parties agree that the limitation of remedies is an agreed upon allocation of risk and does not cause the remedy to fail of its essential purpose.

HOW TO SUBMIT A LIMITED WARRANTY CLAIM

In order to make a claim under this Limited Warranty, ICP must receive a written claim notice at the ICP address stated below within the Warranty Period and within five (5) business days after discovery of the basis for the limited warranty claim. The claim notice must specifically identify the Product defect or nonconformance. It is the claimant's responsibility to prove a valid claim exists under this Limited Warranty. If the claim is determined by ICP to be covered by this Limited Warranty, ICP, at ICP's option, will provide Product to replace the defective or nonconforming Product or will refund the price received by ICP for the defective or nonconforming Product. Such replacement or refund is the sole remedy and the sole obligation of ICP. If requested by ICP, ICP must be given the right to inspect the claimed defective or nonconforming Product in place or the claimed defective or nonconforming Product must be returned (freight prepaid) to ICP, or both. Product returns will not be accepted unless a Return Material Authorization has been issued by ICP. **UNAUTHORIZED RETURN SHIPMENT OR SHIPMENT CONTRARY TO ICP'S WRITTEN INSTRUCTIONS WILL VOID THIS LIMITED WARRANTY.** The terms of this Limited Warranty apply to all Product replaced under this Limited Warranty. The claimant must submit pictures and afford ICP a reasonable opportunity to inspect the building prior to repair or replacement. However, ICP has no duty to conduct any inspection.

If you have questions about this Limited Warranty or to make a warranty claim, contact ICP at:

ICP Construction, Inc.
150 Dascomb Road
Andover, MA 01810
Attn: Warranty Manager

This warranty gives you specific legal rights and you may have other rights which vary from state to state. This Limited Warranty shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

To the fullest extent permitted by applicable law, with respect to any action of any nature whatsoever against ICP relating in any manner to the Product, (a) it must be brought exclusively in the state and federal courts located in Boston, Massachusetts and the claimant consents to such jurisdiction and venue and waives any right to dismiss or transfer such action based on forum inconvenience, (b) ANY RIGHT TO A JURY TRIAL IS WAIVED, and (c) ANY RIGHT TO PARTICIPATE IN A CLASS ACTION RELATING TO THE PRODUCT IS WAIVED.

This Limited Warranty is the sole warranty given by ICP with respect to the Product and no employee, distributor, representative or agent of ICP has any authority to bind ICP to any affirmation, representation or warranty except as stated in this written Limited Warranty. This Limited Warranty constitutes the entire agreement concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or warranties, including all product and sales materials, concerning the Product.

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Certificate of Limited Warranty

IdeaPaint Dry Erase Paint Ten (10) YEAR LIMITED WARRANTY, NON-PRORATED

This Certificate of Limited Warranty is issued pursuant to the IdeaPaint Dry Erase Paint TEN (10) YEAR LIMITED WARRANTY, NON-PRORATED. The IdeaPaint Dry Erase Paint (10) YEAR LIMITED WARRANTY, NON-PRORATED, is hereby issued for the Project described below. The Limited Warranty is subject to the terms and conditions of such Limited Warranty.

Project/Address: _____

Signature: _____ **Date** _____
Building Owner

Print Name: _____

Signature: _____ **Date** _____
Painting Contractor - Authorized

Print Name: _____

Signature: _____ **Date** _____
Authorized IdeaPaint Distributor

Print Name: _____

(Warranty Effective Date)

Signature: _____ **Date** _____
Authorized ICP Representative or other Agent

Print Name / Title : _____