

## The Perkins Custom Coatings Residential Warranty vs. Our Competitor's "Lifetime" Warranty: Which is a Better Warranty?

Every residential floor coating installation completed by Perkins Custom Coatings includes an unsurpassed 2 part warranty. The first part of our warranty is a 'surface' warranty of fifteen (15) years that covers peeling, cracking, fading and yellowing. We also offer a 'moisture' warranty that can vary depending upon the conditions of your home but is typically five (5) to ten (10) years and covers failure of your floor due to moisture related issues.

We are the only company in Southern California to do this.

Some of our competitors are offering "Lifetime Warranties" on their installations and are claiming that their warranty is better than ours.

We believe our 15 year + Moisture Warranty is stronger than any other warranty in the market today and here's why....

1) In order for a warranty to have any value to a consumer, the company providing the "lifetime" warranty naturally must still be around at the time a warranty call is placed to be able to address the warranty claim. Perkins Custom Coatings is a division of the Wm. M. Perkins Company, a company that has been operating since 1984. We have a perfect record with the Better Business Bureau and the California State Contractor's License Board and have over 30 years experience in the southern California marketplace. None of our competitors have been doing business in California for more than just a few years and some previously declared bankruptcy to wipe out all the warranty claims against them, and then re-opened their doors with a new name and new contractor's license. Wouldn't you rather want to do business with the company that is most likely to answer the phone years down the road if there were a problem with your installation?

2) "Lifetime" warranties are often misleading with regards to what "lifetime" is being covered, the lifetime of the customer or the lifetime of the floor coating? For example, consider this actual lifetime warranty from a company that offers epoxy floor coatings (the actual name of the company has been deleted for legal reasons):

***"XXXXX Company shall warranty its coating against peeling for the lifetime of the floor for the original purchaser, proving its application is in accordance with XXXXX Company preparation and application procedures and the warranty registration certificate is completely filled out and mailed or e-mailed back within 10 days of purchase. This warranty applies to peeling coatings caused as a direct result of product failure. The sole and exclusive maximum liability of XXXXX Company under this warranty will be to replace the appropriate quantity necessary for re-coating warranted area.***

So what is this company really covering in their warranty? First of all, the term of the warranty is for the "lifetime of the floor". Who determines the lifetime of the floor? If the claim falls outside what they consider to be the "lifetime of the floor", they don't have to honor it. Second, the warranty protects the customer against *peeling* and only peeling from product failure – an unlikely event. What happens if the floor chips, cracks, yellows, delaminates, or fails because of other reasons including moisture related issues (which is the most common reason for floor coating failure)? Sorry, you are out of luck if you purchased your floor from this company.

Third, what if the warranty card was mailed but never received? Sorry, you are out of luck there too. Fourth, what if “XXXXXX Company determines that their installer did not follow “preparation and application procedures” that were not approved by XXXXX Company in the original installation? No coverage there either. Unfortunately, unsuspecting consumers fall for clever lifetime warranties written by high priced attorneys all the time.

3) The Better Business Bureau and Consumer Reports have written hundreds of articles on “Lifetime Warranties” and their pitfalls. The biggest problem? Who and what determines what the lifetime warranty period is? The Federal Trade Commission (FTC) has rules in place against deceptive advertising including offering warranties that do not “clearly define the warranty period”. Furthermore, some individual states have laws that limit how long a “lifetime warranty” must be honored by the company that issues it. **In California, state law says that a company issuing a “lifetime warranty” must only honor that warranty for a (3) three-year period!**

4) Some companies offer something called a "limited" lifetime warranty. According to Consumer Reports, a “limited lifetime warranty *really is limited*”. For instance, most all floor coatings sold with a limited lifetime warranty are voided if the home is resold. Also, a “limited” warranty may only cover the material but not labor or other expenses associated with a repair or vice-versa. Predictably, the labor or material is just a small fraction of the total cost of the repair. [www.consumerist.org](http://www.consumerist.org) gets a lot of complaints from consumers about lifetime warranties and follows up on them.

Other companies offer something called a “lifetime workmanship warranty”. In this case, a claim would only be honored if they determine that the defect was the result of faulty workmanship – a claim typically rejected unless the claim was not filed within a reasonably brief period of time after the original installation. Plus, in the case of floor coatings, workmanship is NOT the cause of a typical failure over 99% of the time, thereby providing the consumer no warranty protection.

Before making a final decision on your floor coating, check the warranty closely:

|   | <b>Perkins</b> | The Other Guys |
|---|----------------|----------------|
| 1) Does the warranty have a specific time period that is stated or is the term not specified meaning it does not have to be honored beyond 3 years? | <b>Yes</b>     | _____          |
| 2) Does the warranty cover labor and materials?   | <b>Yes</b>     | _____          |
| 3) Does the warranty cover moisture related failures? (the most common reason for coating failure)  | <b>Yes</b>     | _____          |
| 4) Is the warranty fully transferable when your home is sold?   | <b>Yes</b>     | _____          |
| 5) Does the warranty cover a broad list of conditions of failure or does it only cover limited conditions like peeling?                             | <b>Yes</b>     | _____          |

The Perkins Custom Coatings Warranty is the strongest warranty in the southern California floor coatings market. Don't be misled by the warranties written by our competitor's lawyers!