



**perkins**  
**custom coatings**

A Division of the Wm. M. PERKINS Company

*Covering Southern California Since 1969*

## RESIDENTIAL LIMITED WARRANTY

Wm. M. Perkins Company Inc, dba Perkins Custom Coatings (“Perkins”) hereby warrants the installation of the Floor Coating System outlined on the the first page of this contract/proposal, when installed by one of our factory-trained applicators, for a period of time as noted on the first page of this contract/proposal against fading, bonding failures, flaking, peeling, chipping or cracking. All warranty claims must be filed within 30 days of discovery of the defect and shall be made to the Wm. M. Perkins Company at the address and phone number shown below and must be accompanied by the original sales receipt/proposal.

- a) Perkins liability is limited to the immediate area of the garage floor that is the subject of the claim and Perkins sole responsibility is to provide and install replacement materials at the immediate failed location only. All claims will be pro-rated based on the remaining useful and expected life of the floor.
- b) Perkins is not the manufacturer of the materials and as a result, colors and shades may change over time based upon decisions made by the manufacturers of the paint chips or other materials used in the Floor Coating Systems. There can be no guarantee of an exact match in materials, appearance or sheen at time of repair.
- c) Failures caused by acts of god, fire, welding, chemical burns and spills, failure to maintain reasonable care, mechanical impact, abnormal use of the garage floor are not covered by this warranty. Furthermore, coating failures caused by issues relating to the underlying substrate such as settling, ground movement, thermal expansion and contraction, hydrostatic moisture pressure beyond measured levels, efflorescence or other external forces are not covered by this warranty.
- d) Perkins makes a reasonable effort to estimate moisture levels (see the front page of this proposal/contract) and installs Floor Coating Systems that it believes are well-suited for those measured moisture levels. However, Perkins will not be responsible for floor failures if moisture levels exceeding measured levels are present at any time after the original installation is complete.
- e) This warranty supercedes any other warranty or representation, whether written, oral or implied, heretofore made between the parties.

**Important Note:** Any surfaces can be slippery, especially when wet. In no event shall Perkins be responsible for injury incurred by a slip or fall that occurs on or around any surface Perkins that has installed a coating on. It is the purchaser’s sole responsibility to provide for their own safety and the safety of their guests. While Perkins believes the Floor Coating System installed to provide superior slip resistance to other coating materials available in the marketplace, there can be no guarantee that someone will not slip while walking on areas coated with a Floor Coating Product installed by Perkins.

**Transfer of Warranty:** This warranty can be transferred to subsequent owners of the property. However, any warranty claim must be accompanied by the original sales receipt/proposal.

**Incidental Damages:** Perkins shall not be liable for consequential or incidental damages including but not limited to loss of use of the area where the coating was applied, loss of use of the contents in this area, or loss of use of the surrounding areas or loss of use or time and inconvenience or any other incidental expenses including the cost of moving any personal items kept or stored on the area subject to the warranty claim. PERKINS LIABILITY SHALL NOT EXTEND TO OR INCLUDE ANY CONSEQUENTIAL OR INCIDENTAL OR OTHER DAMAGES OF ANY KIND.