



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 SpartaFlex Polyaspartic Coating System, when installed by one of its factory-trained applicators, for a period of five (5) or fifteen (15) years (actual warranty period based upon type of installation (2 coats = 5 years, 3 coats = 15 years) and noted on first page of contract/proposal) against any 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 manufacturer of the paint chips used in the floor finish and/or SpartaFlex. There can be no guarantee of an exact match in materials, appearance or sheen at time of repair.
- c) Coating 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 failure or defects in the underlying substrate (concrete) such as settling, structural movement, excessive hydrostatic water pressure, efflorescence or other external forces are not part of this warranty.
- d) Perkins is not responsible for determining if moisture transmission or hydrostatic pressure exists within the substrate at time of installation and is therefore not responsible for any failure caused by these or any other external force.
- e) This warranty supercedes any other warranty or representation, whether written, oral or implied, heretofore made between the parties.

Important Note: Any coated surface 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 SpartaFlex coating system 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 SpartaFlex products.

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.