



SPI COATINGS

PROVEN PERFORMANCE • REAL WORLD SOLUTIONS

SUPERIOR PRODUCTS INTERNATIONAL II, INC. FIVE-YEAR INTERNATIONAL PRODUCT LIMITED WARRANTY (02-21)

Superior Products International II, Inc. ("SPI") warrants that its coating products (the "SPI Product or SPI Products") are manufactured in accordance with published specifications and are free from defects in material and workmanship which would affect performance during normal usage when the SPI Product(s) is used for its intended purpose and is properly applied and maintained.

1. The limited warranty period for the SPI Product(s) is FIVE (5) YEARS commencing on the date of purchase of the SPI Product(s). The limited warranty extends only to the original Buyer of the SPI Product(s) and is not assignable or transferable to any subsequent buyer/end-user without the express written consent of SPI.
2. SPI shall not be liable for any defects in the SPI Product(s) or for any losses or damage resulting from such defects unless written notice of such defects is given promptly by Buyer to SPI by certified mail within twenty (20) days after the defects have first been discovered or could reasonably have been discovered by inspection of the SPI Product(s). SPI shall have the right to inspect the observed defects and to be the final determining agent in deciding whether the failure was caused by a defect in the SPI Product(s) or by some other factor. SPI shall have no obligation with respect to any claim unless the allegedly defective SPI Product(s) is set aside, protected, and made available for inspection by SPI's representatives and unless Buyer provides the required substantiation and evidence for the claim.
 - a. SPI shall not be responsible for any repairs or replacement made by others who are not authorized by SPI to make such repairs or replacements, and any such action shall void this limited warranty. During the limited warranty period, SPI and its agents, employees, and representatives shall have reasonable access to the property, equipment, surfaces, etc. upon which the SPI Product(s) was applied to conduct inspections and tests as deemed necessary.
 - b. **NOTE:** If any products other than SPI Product(s) are installed/applied as part of the coating system, then the SPI Product(s) may have been compromised and/or altered by such other products, and this limited warranty specifically excludes coverage of any defects and/or problems contributed to or caused by such other products and will only include and cover any alleged deterioration of the SPI Products.
3. During the limited warranty period, SPI shall furnish the SPI Product(s) necessary to repair the SPI Product(s) (to exclude the replacement of any product other than that which was provided by SPI) if such repair is needed because of alleged deterioration of the SPI Product(s) under the terms of the limited warranty. SPI's limit of liability under the limited warranty shall be to provide the SPI Product(s) at the time that the Buyer gives notice of the alleged failure. SPI shall not be liable for any other losses or damages.
4. This limited warranty does not cover damage or defects resulting from or in any way attributable to any of the following conditions:
 - a. The SPI Product(s) was not prudently applied and the surface preparation and application of the SPI Product(s) were not inspected for quality using verifiable quality control procedures by licensed, trained, and insured professionals according to surface preparation and application instructions, recommendations, and standards by SPI through its printed materials to prove that the work was performed as specified.
 - b. The SPI Product(s) has been subject to abnormal use, abnormal conditions, exposure to chemicals, unauthorized modifications, unauthorized repair or replacement, neglect, accident, misuse, abuse, alternation, improper installation, or other acts which are not the fault of SPI, including without limitation damage caused by vandalism, penetration, infiltration, third parties (defined as anyone other than the applicator or authorized representative of SPI), foreign objects or agents, including plant or animal life, and traffic or storage of materials on or next to the SPI Product(s) that may adversely affect the life of the SPI Product(s).
 - c. The property, equipment, or surface to which the SPI Product(s) has been applied has been subject to damage caused by faulty construction or design, movement, neglect, accident, misuse or abuse, abnormal wear and tear, weights or loads allowed to accumulate, electrochemical reaction, or other failure of the property, equipment, or structure.
 - d. Any damage caused by, among other things, misuse, abuse, falling objects, tools, foot traffic, additional equipment or sign installation, clogged drains or lack of adequate drainage that promptly and readily removes water from the roof, and/or ponding water (water that remains on a roof surface longer than 48 hours after the termination of the most recent rain event as defined by the National Roofing Contractors Association).
 - e. Any damage to, or failure of, the SPI Product(s) in any manner contributed to or caused by components of the coating system not sold and/or installed by SPI.

- f. The SPI Product(s) or the property, equipment, or surface to which the SPI Product(s) has been applied has been subject to damage caused by natural causes, including without limitation acts of God, ice, snow, rain, high winds, fire, floods, lightning, hail, windstorms, cyclones, hurricanes, tornadoes, earthquakes, or other extraordinary or unusual events.
 - g. The Buyer has failed to exercise reasonable care in the maintenance and care of the property, equipment, or surface to which the SPI Product(s) was applied.
 - h. Any defects in the SPI Product(s) which constitute three percent (3%) or less of the total area coated by the SPI Products.
 - i. Any cause or condition other than a manufacturing defect in the SPI Product(s) attributable to SPI.
 - j. Payment in full for the SPI Product(s) has not made to SPI within the specified time frame of original sale.
5. **THE FOREGOING LIMITED WRITTEN WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND (INCLUDING WITHOUT LIMITATION IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SPI OR ANY OTHER PERSON, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AS TO THE CONDITION OR PERFORMANCE OF THE SPI PRODUCT(S) OR OTHERWISE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES OF SPI, AND SPI NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SPI ANY OTHER LIABILITIES.**
6. **LIMITATION OF LIABILITY AND REMEDIES.**
- a. **THE FOREGOING WRITTEN LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY AGAINST SPI FOR THE FURNISHING OF DEFECTIVE SPI PRODUCT(S) GIVING RISE TO, OR WHICH IS THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF WARRANTY, BREACH OF CONTRACT, TORTIOUS CONDUCT INCLUDING WITHOUT LIMITATION NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.**
 - b. **SPI DISCLAIMS LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOSS OF ANTICIPATED BENEFIT OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE SPI PRODUCT(S) OR ANY ASSOCIATED PROPERTY, FACILITIES, OR EQUIPMENT, COST OF ANY SUBSTITUTED PROPERTY, FACILITIES, OR EQUIPMENT, COST OF CAPITAL, PUNITIVE DAMAGES, LABOR EXPENDED, DELAYS, DOWNTIME, LOSS OF USE, CLAIMS OF THIRD PARTIES) RESULTING FROM THE PURCHASE OR USE OF THE SPI PRODUCT(S) OR ARISING FROM BREACH OF THE LIMITED WARRANTY, WHETHER SUCH CLAIM ALLEGES BREACH OF WARRANTY, BREACH OF CONTRACT, TORTIOUS CONDUCT INCLUDING WITHOUT LIMITATION NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SPI KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. SPI SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY OR FOR LOSS OF USE DURING THE PERIOD THAT THE SPI PRODUCT(S) IS BEING REPAIRED OR REPLACED.**
7. **DISPUTES AND ARBITRATION. Any dispute, controversy, or claim that may occur between SPI and Buyer arising from or related in any manner to this limited warranty shall be referred to and finally resolved by binding arbitration before the International Centre for Dispute Resolution (“ICDR”) in Johnson County, Kansas, in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution before a panel of three (3) arbitrators. This agreement to arbitrate shall be specifically enforceable under the applicable arbitration laws and/or civil laws. The arbitrator(s) shall be governed by the laws of the State of Kansas, United States of America, excluding its conflict of laws rules, in the determination of any dispute. The arbitrator(s) shall be expressly prohibited from awarding punitive or exemplary damages against any party to this limited warranty. The decision/award of the arbitrator(s) shall be final and binding upon the parties, and judgment may be entered upon such decision/award in accordance with applicable law in any court having jurisdiction thereof.**
8. The failure of SPI at any time to enforce any of the terms and conditions of this limited warranty shall not be construed to be a waiver of such provisions.