

20-YEAR LIMITED WARRANTY (“LIMITED WARRANTY”)

This Limited Warranty is issued by ROMABIO, only to those Covered Persons. If this Coating peels or blisters during the 20-Year Term of this Limited Warranty, ROMABIO shall, upon compliance with the Conditions of Limited Warranty, supply replacement coating to the Covered Person, in a quantity that is sufficient to repair the peeling or blistering.

CONDITIONS OF LIMITED WARRANTY

ROMABIO’s liability under this Limited Warranty is limited to a Covered Person, as defined below, and shall be subject to the following terms and conditions:

1. The Limited Warranty claimant must provide proof that he, she, or it is a Covered Person.
2. The Coating must have been stored according to ROMABIO’s instructions at all times between purchase and installation.
3. The Coating must have been installed or applied according to ROMABIO’s published installation instructions and technical data sheets, in addition to all building codes adopted by federal, state or local governments and applicable to the installation. Failure to install or apply the Coating in accordance with ROMABIO’s published installation instructions and/or technical data sheets (TDS) directly affects Coating performance and may void this Limited Warranty.
4. The Covered Person must provide written notice to ROMABIO within 30 days after discovery of any claimed defect or failure covered by this Limited Warranty and before beginning any permanent repair. This notice must describe the location and details of the defect and such information as is necessary for ROMABIO to investigate the claim. Photos of the Coating, showing the defect or failure, must accompany the notice. Coating samples may be required by ROMABIO.
5. Upon discovery of a possible defect or failure, the Covered Person must immediately, and at the Covered Person’s own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Coating, the Covered Person must allow ROMABIO or its agent to enter the property and structure where the Coating is installed or applied, and examine, photograph and take samples of the Coating.
6. This Limited Warranty is not transferable and is limited to the definitions of “Covered Person” and “20-Year Term.”

EXCLUSIONS

This Limited Warranty does not cover damage or defects resulting from, or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Coating; (b) improper surface preparation or failure to adhere to ROMABIO’s published installation or application instructions and/or TDS; (c) neglect; (d) abuse; (e) misuse; (f) repair or alteration; (g) settlement or structural movement and/or movement of materials to which the Coating is applied; (h) damage from incorrect design or construction of the structure; (i) acts of God including, but not limited to, hurricanes,

tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (j) failure of a previous paint applied under the Coating, or combination or interference with the Coating by any paints or coatings which are compatible with Coating, per ROMABIO's installation instructions or technical data sheets; (k) lack of proper maintenance; and (l) any cause other than manufacturing defects attributable to ROMABIO.

ROMABIO's entire liability shall be limited exclusively to providing replacement Coatings for the Coating which peels or blisters. This Limited Warranty **EXPRESSLY EXCLUDES LABOR AND COSTS ASSOCIATED WITH THE APPLICATION OR REMOVAL OF ANY COATING.**

DISCLAIMER

The statements in this Limited Warranty constitute the only warranty extended by ROMABIO for the product.

ROMABIO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE COATING PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE WARRANTY PERIOD PROVIDED ABOVE AND BELOW, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES.

Some states do not allow exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF ROMABIO OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE COATING OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL ROMABIO BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OF THE PRODUCT, FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. "Limited Warranty" shall mean the warranty, conditions, disclaimers and exclusions contained herein.
2. "Coating" shall mean **ROMABIO BIODOMUS I® / MASONRY FLAT**;
3. "Covered Person" shall mean one of the following (i) if you purchase the Coating yourself and apply it yourself to a structure which you own, then Covered Person means you, as the purchaser of the Coating; or (ii) if you purchase the Coating yourself and apply it yourself to a structure which is owned by someone other than you ("Owner"), then Covered Person shall mean the Owner.
4. "20-Year Term" shall mean one of the following: (i) if you purchase the Coating yourself and apply it yourself to a structure which you own, 20-Year Term shall mean the period beginning on the date that you purchased the Coating and continuing as long as you own such structure, but ending after 20 years from the date of purchase; or (ii) if you purchase the Coating yourself and apply it yourself to a structure owned by the Owner, 20-Year Term shall mean the period commencing on the date that you purchased the Coating and continuing so long as such Owner owns the structure, but ending after 20 years from the date of purchase.

WARRANTY VALID MAY, 2017 – DECEMBER, 2019