

TERMS & CONDITIONS

RESIDENTIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP : The individual providing this proposal is a representative of Paint Pro America LLC. All work will be completed by Paint Pro America LLC and its employees or subcontractors. Please make any payments payable to Paint Pro America LLC, as shown on the front of this proposal.

COLORS : Colors must be chosen by the Client atleast 3 days prior to the start of the project. If a color change is required less then 3 days remaining to project start date, additional charges for time and materials may apply.

UNFORESEEN CONDITIONS : Should conditions arise that could not be determined by visual inspection prior to starting work, the Client agrees to pay an additional agreed-upon cost for the completion of such work.

STANDARD LEVEL OF PREP: Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep.

PROPERTY PHOTO AND VIDEO

By accepting this estimate, You, the buyer, consent to Paint Pro America LLC and its agents taking and use of photographs and videos of the property identified in the Proposal. You, the buyer, represent that you have the authority to grant this consent, either on your own behalf or on behalf of the property owner.

NOTICE OF CANCELLATION

You may cancel this transaction without penalty or obligation within three business days of accepting the estimate unless 5 business day remains prior to work. Upon cancellation, any payments made under this contract, negotiable instruments executed, or property traded in will be returned within ten business days of receiving your cancellation notice. Any security interest arising from this transaction will also be canceled.

If you cancel, you must make available to Paint Pro America LLC any goods delivered under this contract in substantially the same condition as when received. You may also follow Paint Pro America LLC's instructions for the return shipment of goods at the company's expense and risk.

If goods are not picked up by Paint Pro America LLC within 20 days of cancellation, you may retain or dispose of the goods without further obligation. If you fail to return the goods or comply with return instructions, you remain liable for all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to:

Paint Pro America LLC, 9100 Conroy Windermere Rd, Ste 200, Windermere 34786 FL

LIMITED FIVE-YEAR WARRANTY

Subject to the limitations set forth below, for a period of 5 YEARS from the date of completion of the work described on this contract, Paint Pro America LLC (the "Contractor") will repair peeling, blistering, or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

1. Any work where the Contractor did not supply the paint or other materials.
2. Any work which was not performed by the Contractor.
3. Varnished surfaces.
4. Surfaces made of, or containing, galvanized metal.
5. The cost of paint required to perform the repairs.
6. Repairs to horizontal surfaces or any surface that, by virtue of its design, permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, and wood gutters.
7. Exact paint match, as environmental conditions will affect the color and finish of all paints over time.
8. Any repairs necessitated as a result of a defect in the paint, regardless of whether the paint was supplied by the Contractor or the customer.
9. Bleeding caused by knots, rust, or cedar.
10. Cracks in drywall, plaster, or wood.
11. Peeling, blistering, or chipping where caused by:

- a. Mill-glazing from smooth cedar.
 - b. Ordinary wear and tear.
 - c. Abnormal use or misuse.
 - d. Peeling of layers of paint existing prior to the work performed by the Contractor.
 - e. Structural defects.
 - f. Settling or movement.
 - g. Moisture content of the substrate.
 - h. Abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from chemicals or cleaning agents.
 - i. Exposure to harmful solids, liquids, or gases.
12. Damage or defects caused, in whole or in part, by fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering, or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- 1. Pay the full contract price.
- 2. Retain a copy of the original contract.
- 3. Retain a copy of your canceled check or other evidence of payment in full.
- 4. Pay for all materials used to perform the repairs.
- 5. Make the property accessible to the Contractor or its employees to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY PAINT PRO AMERICA LLC AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

This warranty covers only the services provided by Paint Pro America LLC to the original purchaser named on the front of this contract. In no event shall Paint Pro America LLC be liable for incidental or consequential damages exceeding the original contract price. This warranty may not be altered or extended for any purpose unless done so in writing and executed by all parties to this contract.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some

jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, please contact Paint Pro America LLC to schedule an inspection of your property.