



THE SHERWIN-WILLIAMS COMPANY  
SEVEN (7) YEAR LIMITED WARRANTY  
MATERIALS AND LABOR

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This Limited Warranty is issued by The Sherwin-Williams Company ("SW") to Somerset at Windstar ("Owner") for the Coating System applied by Owner's painting contractor to a Suitable Substrate at the Project.

1. **LIMITED WARRANTY.** In the event that a Covered Warranty Claim occurs during the Warranty Period, SW shall supply replacement coatings necessary to repair such Covered Warranty Claim and shall reimburse Owner for a portion of the reasonable labor costs necessary to repair such Covered Warranty Claim. The amount of the replacement coatings to be provided by SW and the amount of the reimbursement for reasonable labor costs shall depend on when the Covered Warranty Claim occurs and shall be determined as follows.

If Covered Warranty Claim Occurs During:	Materials	Labor
1 <sup>st</sup> year after Purchase Date	100%	100%
2 <sup>nd</sup> year after Purchase Date	100%	85%
3 <sup>rd</sup> year after Purchase Date	100%	71%
4 <sup>th</sup> year after Purchase Date	100%	57%
5 <sup>th</sup> year after Purchase Date	100%	42%
6 <sup>th</sup> year after Purchase Date	100%	28%
7 <sup>th</sup> year after Purchase Date	100%	14%

The amount of the reimbursement for reasonable labor costs shall not exceed the prevailing market rate in effect at the time of the required repairs as determined by SW.

2. **SCOPE OF WARRANTY.** This Limited Warranty is issued by SW to Owner for the Coating System purchased by Owner from SW and applied to a Suitable Substrate at the Project; provided, however, in the event that the Coating System used on the Project is purchased from SW by Owner's painting contractor rather than by Owner directly, SW and Owner acknowledge and agree that this Limited Warranty shall be for the benefit of Owner.

3. **CONDITIONS OF WARRANTY.** SW's obligation to supply replacement coatings and to reimburse Owner for reasonable labor costs pursuant to this Limited Warranty is contingent upon the following conditions being satisfied. The failure of Owner and/or Owner's painting contractor to comply with any of the conditions specified in this Paragraph 3 shall relieve SW of any liability under this Limited Warranty.

(a) Owner and/or Owner's painting contractor shall obtain written specifications and instructions from SW prior to the application of the Coating System and the Owner's painting contractor shall apply the Coating System in strict accordance with such specifications and instructions.

(b) The specifications and instructions shall be followed in all respects with regard to storage, product handling, surface preparation, application and other requirements.

(c) Owner has complete responsibility for ensuring that the Owner's painting contractor complies fully with such specifications and instructions, notwithstanding periodic visits to the Project by any representative of SW and notwithstanding any representations made by any representative of SW to the contrary.

(d) Owner and Owner's painting contractor shall maintain application records to assist SW in evaluating the validity of any claim made by Owner under this Limited Warranty.

(e) It shall be the responsibility of Owner and/or Owner's painting contractor to perform repairs on the Coating System at the Project if a defect is discovered which is not the responsibility of SW pursuant to this Limited Warranty. Such repairs shall be made by Owner, at the expense of Owner and/or Owner's painting contractor. All repairs shall be made by using only those products satisfactory to SW and in accordance with repair specifications supplied by SW.

(f) Owner shall submit all claims pursuant to this Limited Warranty in accordance with Paragraph 4 of this Limited Warranty.

(g) Owner shall have made full payment to SW for the Coating System under this Limited Warranty.

4. **CLAIMS.** To assert any claim under this Limited Warranty, Owner shall notify SW in writing within thirty (30) days after Owner has actual or constructive notice of an alleged Covered Warranty Claim. Such claim shall be sent to: The Sherwin-Williams Company, 2800 Century Parkway - Suite 1000, Atlanta, GA 30345, ATTENTION: Vice President of Sales. All claims shall include proof of purchase and shall provide details explaining the nature of the claim and the date of detection. Owner waives any claims not made in this manner during the Warranty Period. SW shall have a full and complete opportunity to inspect any alleged Covered Warranty Claim and review any records concerning the alleged Covered Warranty Claim.

5. **WARRANTY PERIOD APPLICABLE TO A REPAIR.** The Warranty Period shall not be extended by the repair of any Covered Warranty Claim pursuant to this Limited Warranty. Any replacement coatings furnished by SW pursuant to this Limited Warranty shall be covered by the terms of this Limited Warranty for the remaining term of the original Warranty Period provided that such replacement coatings are applied in accordance with SW's specifications and instructions.

6. **EXCLUSIVE REMEDY.**

(a) **THE LIMITED WARRANTY PROVIDED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY AND/OR THE PERFORMANCE OF THE COATING SYSTEM. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SW MAKES NO WARRANTIES OF ANY KIND RELATING TO THE COATING SYSTEM AND/OR THE PERFORMANCE THEREOF AND SW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY CONTAINED ON THE PAINT CONTAINER LABEL AND/OR OTHER LITERATURE OF SW. THIS LIMITED WARRANTY IS NOT A WARRANTY BY SW TO OWNER CONCERNING THE APPLICATION OF THE COATING SYSTEM AND OWNER ACKNOWLEDGES AND AGREES THAT IF OWNER HAS ANY CLAIM FOR IMPROPER**

APPLICATION OF THE COATING SYSTEM OWNER SHALL RESOLVE SUCH CLAIM DIRECTLY WITH THE PARTY WHO APPLIED THE COATING SYSTEM.

(b) SW'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS LIMITED WARRANTY SHALL BE LIMITED EXCLUSIVELY TO PROVIDING REPLACEMENT COATINGS AND THE REIMBURSEMENT OF REASONABLE LABOR COSTS TO REPAIR THE COVERED WARRANTY CLAIM TO THE EXTENT PROVIDED IN THIS LIMITED WARRANTY. SW SHALL IN NO EVENT BE LIABLE TO OWNER OR OWNER'S PAINTING CONTRACTOR, OR TO ANY PERSON CLAIMING THROUGH OWNER OR OWNER'S PAINTING CONTRACTOR, WHETHER IN CONTRACT, TORT, OR STRICT PRODUCT LIABILITY, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, DEMURRAGE, OR PENALTIES, ARISING FROM ANY CAUSE WHATSOEVER.

7. ASSIGNMENT. This Limited Warranty may not be transferred or assigned by Owner.

8. DEFINITIONS. The following terms when used in this Limited Warranty shall have the meanings set forth below.

(a) "Coating System" shall mean the paint system consisting of Laxon Conditioner / SuperPaint Satin.

(b) "Covered Warranty Claim" shall mean a contiguous area of five percent (5%) or more, per year, on a cumulative basis, of the Coating System applied to a Suitable Substrate at the Project that is:

- i. peeling; and/or
- ii. blistering

but does not include any other defect or damage including, but not limited to, any defect or damage resulting from:

- (1) the failure of Owner and/or Owner's painting contractor to follow and adhere to all of the specifications and instructions provided by SW;
- (2) improper surface preparation;
- (3) improper application of the Coating System;
- (4) improper film thickness of the Coating System;
- (5) ordinary wear and tear, abnormal usage or misuse;
- (6) failure to properly maintain the coated Suitable Substrate in accordance with reasonable and customary maintenance procedures;
- (7) standing water or pooling water;
- (8) design, construction or structural defects in any Suitable Substrate and/or structural settling or movement;
- (9) the use or application of any patches, fillers, undercoats or topcoats not recommended and supplied by SW, whether applied prior to, concurrently with or after the application of the Coating System;
- (10) improper repair;

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By: Brian Parkman

Title: Market Segmentation Manager

- (11) causes unrelated to the performance of the Coating System under normal operating conditions;
- (12) abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents;
- (13) exposure to harmful solids, liquids or gases;
- (14) exposure to abnormal conditions including, without limitation, corrosive or aggressive atmospheres such as those contaminated with chemical fumes;
- (15) improper substrate installation;
- (16) damage caused by any person or entity other than SW;
- (17) staining, rust staining, or bleeding resulting from rusting of ungalvanized bolts;
- (18) any defect occurring on hidden surfaces or at connections which cannot feasibly be painted;
- (19) any defect in coating materials, including thinners, not manufactured by SW; and
- (20) causes beyond the reasonable control of SW including, but not limited to, damage or defects caused in whole or in part by reason of fire, explosion, flood, war, riots, civil commotion, radiation, acts of God, unusual weather conditions (including but not limited to, hurricane, tornado and/or earthquake), falling objects, external forces, matters normally covered by force majeure, misuse, alteration, abuse, vandalism, negligence, or any other similar or dissimilar circumstance or event beyond the reasonable control of SW.

(c) "Project" shall mean Somerset at Windstar (see attached list of addresses), Naples, FL 34112.

(d) "Purchase Date" shall mean the date that Owner and/or Owner's painting contractor purchased the Coating System for the Project from SW.

(e) "Suitable Substrate(s)" shall mean Stucco, Concrete & Vertical Masonry located at the Project.

(f) "Warranty Period" shall mean the seven (7) year period commencing on the Purchase Date.

9. APPLICABLE LAW. This Limited Warranty shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to the principles of conflicts of laws.

10. ENTIRE AGREEMENT. This Limited Warranty constitutes the entire agreement between SW and Owner concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or warranties between the parties concerning the subject matter hereof. This Limited Warranty shall not be binding upon SW unless it is signed by Owner and an SW Vice President of Sales or Marketing

OWNER:

By: [Signature]

Title: Property Mgr.

Date: 3/25/16

Warranty No. SED 19634

**ADDRESSES FOR 7 YEAR SUPERPAINT LABOR AND MATERIAL  
WARRANTY FOR SOMERSET AT WINDSTAR**

2101, 2105, 2113, 2116, 2117, 2120, 2121, 2124, 2125, 2128, 2129, 2132, 2133, 2136,  
2137, 2140, 2141, 2144, 2145, 2148, 2149, 2152, 2153, 2161, 2165, 2173, 2177, 2184,  
2185, 2188, 2192, 2193, 2196, 2197, 2201, 2204, 2205, 2208, 2212, 2213 and 2216  
Paget Circle

Naples, Florida 34112