

LIMITED COMMERCIAL WARRANTY OF PREMIERE FINISHING & COATING, LLC

1. Service Performed by Premiere. Depending upon specifications agreed upon for each individual job by Premiere and the customer, Premiere applies either an abrasion resistant coating (commercial or residential) or a non-abrasion resistant coating to wood or another type of flooring which is manufactured and sold by Premiere's customer. Premiere provides a service to its customer (the manufacturer of the flooring) and does not sell a product. The success of the coating is dependent upon the coating being applied in accordance with specifications agreed upon for each individual job by Premiere and the customer.
2. Limited Warranty. With respect to an abrasion resistant coating applied by Premiere, Premiere warrants to its customer that for a period which is the lesser of five (5) years from the date of application by Premiere or so long as the original purchaser of the flooring owns the establishment in which the flooring is installed, the coating will not separate from the wood or other medium to which the coating is applied and that the coating will not wear through to the wood or other medium to which the coating is applied. With respect to both an abrasion resistant coating and a non-abrasion resistant coating, Premiere warrants to its customer that Premiere will apply the coating to the wood or other medium supplied by the customer in accordance with the specification sheet agreed upon by Premiere and the customer for the job in question. Upon the breach of any limited warranty contained herein, Premiere agrees to repair or refinish the product in question. CUSTOMER'S RIGHT TO HAVE THE COATING REPAIRED OR REPLACED IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER UPON BREACH OF THIS LIMITED WARRANTY. ANY MODIFICATION OF OR TAMPERING WITH THE COATING BY THE CUSTOMER OR BY ANY PARTY PURCHASING THE PRODUCT FROM THE CUSTOMER SHALL VOID THIS LIMITED WARRANTY.

Wood is obviously a product of nature and naturally occurring variations and characteristics such as grain, color, mineral streaks and knots are not breaches of Premiere's limited warranty. Flooring is susceptible to normal color change due to interior lights or the sun's ultraviolet rays. Color change from sunlight or internal light sources is not covered under Premiere's limited warranty. Scratches, gouges, indentations, misuse, damage caused by lack of proper care, insufficient protection under furniture, other abrasives, spiked heel shoes, pets, insects, and damage due to water or moisture are also not covered under Premiere's limited warranty.

3. Negation of Implied Warranties. EXCEPT AS PROVIDED IN SECTION 2 ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR

PARTICULAR PURPOSE OR CORRECT INSTALLATION.

4. Installation. Premiere makes no warranties regarding installation of any flooring product to which it has applied coating. It is the responsibility of the installer or homeowner to inspect boards prior to installation. Flooring pieces that are obviously damaged or otherwise unsuitable should not be installed. Industry standards allow for up to five percent (5%) for defective boards which must be cut but cannot be used for the job or installation.

5. Limitation of Damages. IN NO EVENT SHALL PREMIERE BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE PERFORMANCE OF SERVICES BY PREMIERE OR THE BREACH HEREOF, EVEN IF PREMIERE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE PRODUCT INVOLVED OR THE COATING APPLIED TO THE PRODUCT.

Sincerely,

Jeff Beach
President
Premiere Finishing & Coating LLC