



## 5 YEAR WALL COATINGS MATERIAL WARRANTY

eCoat Solutions (ECS), warrants to the building owner (Owner) named below, subject to the terms, conditions, and limitations set forth herein, that the wall coating system described below will maintain similar characteristics as described in our data sheet and system specifications during the period specified above. This material only warranty applies only to the coatings system and makes no claims about stopping leaks or any waterproofing to the building. Normal weathering of the system is expected. This warranty does not apply to labor or construction details.

ECS WARRANTY NUMBER		EFFECTIVE DATE	
BUILDING OWNER		LOCATION OF BUILDING	
COMPANY NAME		COMPANY NAME	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
CONTACT PHONE		CONTACT PHONE	

<b>ECS APPROVED CONTRACTOR</b>	
COMPANY NAME	
CITY, STATE	

\_\_\_\_\_

Building Owner's Name & Title
ECS Officer Name & Title

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Building Owner's Signature
ECS Officer Signature

Building Owner has read and accepts all of the terms and conditions contained herein.

**ECOAT LLC – 12055 41<sup>ST</sup> AVENUE NORTH # 218, PLYMOUTH, MINNESOTA 55441**  
**INFO@ECO-COATSOLUTIONS.COM – 612.314.3999 – [WWW.ECO-COATSOLUTIONS.COM](http://WWW.ECO-COATSOLUTIONS.COM)**

TERMS, CONDITIONS AND LIMITATIONS

The System is limited to mean the ECS brand coating material when installed in accordance with ECS Technical Specifications,

1. During the term of this warranty, ECS or its authorized representative shall have access to the walls for inspection during normal business hours.
2. If there is a failure of the coating system within the scope of this warranty during the period in which this material only warranty is in effect, ECS will, at its option, either ship the appropriate material needed to repair the coating system, or issue credit against the purchase of new coatings from ECS.
3. Owner shall provide ECS with written notice of excessive deterioration allegedly due to a failure of the coatings along with pictures of the system within thirty (30) days of the discovery of such deterioration. Such notice shall be sent by express courier service to eCoat LLC, 12055 41<sup>st</sup> Avenue North #218, Plymouth, Minnesota 55441 .
4. The remedy stated herein is the **SOLE AND EXCLUSIVE REMEDY** for failure of the coating system described above. ECS SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO ANY PERSON OR DAMAGES TO THE BUILDING OR ITS CONTENTS INCLUDING ANY DAMAGES RELATING TO THE PRESENCE OF MOLD OR MILDEW.
5. THERE ARE NO EXPRESS WARRANTIES EXCEPT AS STATED HEREIN, AND ECS HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIVE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.
6. This warranty shall not be applicable to damage or loss caused in whole or in part by:
  - a. natural disasters, including but not limited to lightning, hail, hurricanes, or similar natural disasters;
  - b. vandalism, acts of war, or civil disturbances;
  - c. alteration of the wall or installation of structures, fixtures or utilities on or through the wall without the prior written approval of ECS or ECS authorized representative.
  - d. environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
  - e. failure by the Owner or lessee to use reasonable care in maintaining the wall.
  - f. traffic or storage of materials against the wall;
  - g. infiltration or condensation of moisture in, through, around, or above the walls of the building;
  - h. acts of parties other than ECS;
  - i. failure of any materials other than the system supplied by ECS;
  - j. insects or animals;
  - k. deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar; or, condensation accumulation in the roof or wall assemblies due to incorrect design or due to a reduction in the vapor barriers effectiveness,
  - l. discoloration or odors caused by algae, fungi, or lichens;
  - m. errors or omissions by architects or engineers not retained by ECS.
7. ECS reserves the right to suspend its obligations under this warranty if all bills for installation of the ECS wall coating have not been paid in full to the ECS Approved Contractor named in this warranty and to the material supplier. Notwithstanding the foregoing, the provisions of paragraph 4 and 5 above shall remain in full force and effect.
8. This warranty may be transferred to a subsequent owner of the building; provided that, no such transfer of this warranty as provided herein shall extend the expiration date of this warranty.
9. Any claim or dispute between Owner and ECS arising out of this warranty or relating to any material supplied or specifically required by ECS shall be governed by the laws of the State of Minnesota, USA, and resolved by final and binding arbitration in Minneapolis, MN, USA, in accordance with the rules of the American Arbitration Association.