

## **Invisaflects Paint and Primer Warranties**

### ***Limited Warranty:***

Subject to the limitations and disclaimers set forth below, Invisaflects LLC, warrants that Invisaflects® Paints and Primers (“Invisaflects® Product(s)”) will be free of defects in materials and workmanship. Invisaflects® Products will meet the following standards when applied and cared for according to our specific labels and product data sheet application specifications, and those of contributing manufacturers. This warranty is made to only the original purchaser for the following:

**Durability:** The dried paint film will resist peeling, blistering, fading and mildew growth.

**Coverage:** Excellent coverage is assured when applied according to our application specifications.

**Thermal Resistance:** Documented third party testing of the thermal properties of Invisaflects® Products has proven the insulating benefits of the products. The actual results and benefits will vary for each application due to differences in geographic location, climates, type of construction, weather exposure, and dwelling usage.

Invisaflects makes no claims as to the efficacy or performance of any Invisaflects® Product beyond what has been published according to our specific labels and product data sheet application specifications and those of contributing OEM manufacturers.

**In the event that an Invisaflects® Product fails as a result of a defect in materials, Invisaflects will replace or refund, at INVISAFLECTS's sole option and at no charge to the purchaser, the Invisaflects® Products or part thereof that proves to have such defect.**

INVISAFLECTS further warrants that the Invisaflects® Products do not contain any added Environmental Protection Agency ("EPA") registered antimicrobials or other "Hazardous Materials" as such term is defined by the EPA.

INVISAFLECTS's agreement to replace or refund the Invisaflects® Products found to be defective in materials is the purchaser's sole and exclusive remedy for product failure. This remedy may not be deemed to have failed of its essential purpose so long as INVISAFLECTS is willing and able to replace or refund any such defective product or part. This limited warranty is extended only to the original sole individual purchaser of the product and is non-transferrable.

This warranty is subject to change at any time without notification. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### ***Limitations:***

The warranty set forth above is LIMITED and does not cover: (i) failure of the Invisaflects® Products if it was not stored, mixed, cured, used, or applied to the substrate, according to the applicable application parameters described in the Invisaflects® **application instructions** which are described on the products packaging or shipped with each product order and by calling 319-929-9915; (ii) failure caused by application to an unsound substrate, to a dirty, chalky, oily, or otherwise improperly prepared substrate; (iii) failure caused by application during inclement weather, freezing conditions, and dew or fog damage to an uncured coating or to areas of standing water; (iv) failure of Invisaflects® Products if they are mixed with any other products; (v) misuse of Invisaflects® Products or any use other than the prescribed uses set forth in the **application instructions**; (vi) damage to the substrate caused by Invisaflects® Products; or (vii) labor costs associated with initial installation or replacement of defective Invisaflects® Products; (viii) applications or installations of which less than 2 coats of primer have been applied; (ix) applications or installations of which less than 44 mil (1118) film thickness of dried and cured product under claim has been applied as

set forth in the application instructions; **IN NO EVENT WILL INVISAFLECTS BECOME LIABLE FOR DAMAGES TO SUBSTRATE, INJURIES TO PERSON OR PROPERTY, DEATH OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, ECONOMIC LOSS, OR PUNITIVE DAMAGES ARISING FROM THE USE OF INVISAFLECTS® PRODUCTS. INVISAFLECTS'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPLACE OR REFUND INVISAFLECTS® PRODUCTS DEEMED DEFECTIVE BY INVISAFLECTS.**

***Requirements For Claim Fulfillment***

The limited warranty does not apply to any entity other than an original sole individual purchasing customer. At the time of claim submission, the original purchasing customer must submit any and all claims in writing and include copies of the original invoices from the product purchase. The original sole individual purchaser must also provide at their own cost. (INVISAFLECTS reserves the right to schedule the service for the original purchaser and bill them accordingly), at least three qualified, unbiased, third party professional inspection reports derived from inspectors approved in writing by INVISAFLECTS. The report generation and inspection service utilized must be appropriated by INVISAFLECTS. All claims must be approved in writing by the INVISAFLECTS Vice President or an equivalent member of the entity. INVISAFLECTS is not required under any circumstances to approve or fulfill a warranty claim where a INVISAFLECTS appointed consultant has not reviewed the site for which the product has been applied. This warranty is not applicable when any Invisaflects® Product is applied to a substrate that has damage resulting from harmful or caustic chemicals, fumes, vapors, structural or substrate defects or failures, application errors or any other act of omission of contractors, fire, Acts of God, natural disasters such as but not excluding windstorms, hailstorms, floods, earthquakes, lightning, mudslides, tornadoes, or hurricanes; This warranty including any and all portions of it is non-transferrable.

***Disclaimer:***

**EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR AS PROHIBITED UNDER THE MAGNUSON-MOSS WARRANTY ACT, THE PURCHASER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THE APPLICATION OR USE OF THE INVISAFLECTS® PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WHATSOEVER AS TO THE FITNESS FOR A PARTICULAR USE OR THE MERCHANTABILITY OF THE PRODUCT. THIS LIMITED WARRANTY IS GIVEN IN PLACE OF, AND NOT IN ADDITION TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

***Applicable Warranty Period:***

**Invisaflects White LightScene:** Ten (10) year limited warranty for Internal (indoor) applications and five (5) year limited warranty for External (outdoor) applications, beginning on the original date of purchase.