

M & E Painting's Four Year Limited Warranty Terms

M & E Painting, LLC (noted hereafter as Contractor) hereby warrants our work to have been performed in a good, competent and workmanlike manner, and that the work of Contractor will perform consistent with industry standards in this geographical location for residential painted finishes of the type utilized for period of 48 months after the date of completion, subject to the below exceptions.

This warranty does not cover:

- Paint failure at horizontal surfaces or any surface that permits moisture to collect because of their specific design (i.e. railings, porches, wooden gutters, decks, stairs, roofs, etc.)
- Work for which Contractor did not supply the paint or other materials
- Any work not performed by the Contractor
- Surfaces made of, or containing, galvanized metal, or varnished surfaces
- Bleeding caused by rust, cedar, or knots
- The cost of paint required to perform the repairs
- Exact paint match, since environmental conditions will affect the color and finish of all paints over time
- Cracks that occur in drywall, plaster, or wood after completion of painting
- Repairs which are needed due to results of a defects in the paint (despite paint being supplied by the Contractor or the customer)
- Any peeling, chipping, or blistering caused by:
 - mill-glazing from smooth cedar
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - moisture content of the substrate
 - abrasion, abrasive cleaning, mechanical damage, abuse, or damage that results from use of chemicals (or cleaning agents)
 - exposure to harmful solids, liquids or gases
 - ordinary wear and tear, or extraordinary wear and tear resulting from improper use and care
 - defects or damages caused by fire, flood, acts of God, explosion, vandalism, extreme weather conditions, alterations, abuse, negligence, misuse, or any additional reason beyond the control of the Contractor
 - structural defects, including settling or movement
 - harm or neglect of the homeowner (including abnormal use or misuse of area)

In order to be entitled to file a claim under this limited warranty, the customer must first:

- Contact M & E Painting, LLC main office to report claim 970-207-1005
- Make the property accessible to the Contractor to perform repairs
- Maintain evidence of payment in full (i.e. the customer feedback/completion form)
- Maintain a copy of the original contract
- Pay the original full contract price

Repairs under this warranty will only be performed on the areas where blistering, peeling, or chipping have occurred and only to the level deemed necessary to blend or interface with the undamaged finish as determined in the sole discretion of the owner of M & E Painting, LLC.

****This is the only warranty made by M & E Painting, LLC, and takes the place of all other expressed or implied warranties. This warranty only covers services that M & E Painting, LLC, has provided, and the warranty is valid only for the original purchaser on the contract. M & E Painting, LLC, will not be held liable in any event for consequential or incidental damages that exceed the original contract price. This warranty may not be altered or extended for any purpose unless done so in writing and documented by all parties to the 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.