

Residential Applications & Coatings Warranty

Davinci's Custom Painting, LLC. Guarantees it's materials and services to the Property Owner for the Property address specified within the Original Proposal Contract document. This warranty provides assurance to the Property Owner that we will remedy any material failure or workmanship defect that are directly related to the project requirements specified within the Contract document. These elements include material specifications, labor preparation services, and labor application services. Our services and procedures have been executed in accordance with the Professional Industry Standards set forth by the PDCA and our own Best Practices that are described in our Website Startup Guide and Paint FAQ . This warranty excludes pre-existing paint material failure and workmanship defects, and it is non-transferable to successive Owners of the Residential Property where services were performed.

This Warranty is subject to the following duration:

- 1.) Interior Applications w/ Latex Materials: Application to drywall, plaster, and wood trim surfaces shall be warranted for a period of 5 years following the completion of the project.
- 2.) Interior Applications w/ Alkyd Materials: Application to drywall, plaster, and wood trim surfaces shall be warranted for a period of 2 years following the completion of the project.
- 3.) Interior Applications w/ Lead Substrate: Application to drywall, plaster, and wood trim surfaces shall be warranted for a period of 2 years following the completion of the project.
- 4.) Interior Applications w/ Polomix Materials: Spray Application to drywall, plaster, canvas, composite panels, ceramic tile, and wood trim surfaces shall be warranted for a period of 4 years following the completion of the project.
- 5.) Exterior Applications w/ Latex Materials: Application to wood siding, stucco siding, wood trim surfaces, concrete foundations, block foundations, aluminum siding, and fiber cement surfaces shall be warranted for a period of 4 years following the completion of the project.
- 6.) Exterior Applications w/ Metal Substrate: Application to iron rails, cast iron grates, aluminum or metal windows, aluminum or metal storm windows, and aluminum or metal features shall be warranted for a period of 2 years following the completion of the project.
- 7.) Exterior Deck and Fence Applications: Stains, varnishes, and clear polyurethane sealant to wood trim surfaces shall be warranted for a period of 2 years following the completion of the project.

This Warranty is contingent upon the following provisions:

Upon the Property Owner's discovery of a presumed defect, the Property Owner should notify the Company by email within the specified project type warranty period. Davinci's Custom Painting, LLC. will inspect the reported defect within 60 days upon receipt of the notification from the Property Owner. If the inspection determines that the defect is a covered item and it was not a result of damage or neglect by a third party, the Company will remedy the defect within a period of 60 days. The duration of the warranty cannot be extended as a result of the actual replacement or repair, however, the remaining warranty period will continue to be in effect. The terms set forth within this Warranty constitute the absolute remedy between the Property Owner and Davinci's Custom Painting, LLC. with respect to the material failure or workmanship defects that are directly related to the project requirements specified within the Contract document.

This Warranty has no provision for incidental occurrences:

Material failures or workmanship defects, as well as the warranty service itself, which could cause the Property Owner and Residents consequential interruptions, restricted use of some of the residential area, loss of personal time, and or loss of privacy.

This Warranty is subject to the additional exclusions:

- 1.) Application Services provided by Davinci's Custom Painting, LLC. Whereby paint materials were not stipulated to be provided the Company.
- 2.) Application failure such as peeling, or paint bubbling that materialized as a result of previously painted substrate that was not primed or prepared correctly. The load of a new application could cause stress to that previously painted substrate.
- 3.) Application failure such as peeling, or paint bubbling that materialized as a result of previously wallpapered surfaces that was not primed or prepared correctly. Extensive preparation is required when removing wallpaper and applying new coatings.
- 4.) Excluded horizontal exterior features: wood window sills, aluminum painted gutters, and brick or concrete foundations. The virtue of the design of these items facilitates the accumulation of water and material failure.
- 5.) Walked-on surfaces such as deck planks, concrete garage floors, and wood porch floors.
- 6.) Application failure as a result of wood deterioration caused by improper installation, standing water, and inadequate drainage.
- 7.) Application failure as a result of wood deterioration, termites, carpenter bees, carpenter ants, or any other insects.
- 8.) Application failure as a result of structural alterations, remodeling, or new construction that could cause normal shifting and settling of the residential structure.
- 9.) Application failure as a result of fires or floods, that occurred in a different section of the residential property.

PDCA Standard Quality of Work:

Paint Application Services and Preparation Services will be completed at or above nationally recognized industry standards that were developed by the PDCA- Painting and Decorating Contractors of America. "The Contractor will produce a 'properly painted surfaces'. This is a surface that is uniform in appearance, color, and sheen. It should be free from foreign materials, lumps, runs, misses, or insufficient coverage.

PDCA Level 2 Standard Preparations:

"Level 2 surface preparation, provides good adhesion, protection, and the longevity of the actual painted surface. This preparation service includes basic sanding, caulking, and spot priming. Drywall indentations and holes that are less than 1/8" should be filled. The acceptability of the Level 2 Standard Fill should be determined without magnification, and at a distance of 36" or more, utilizing normal lighting conditions, and from a normal view position".