



LIMITED WARRANTY

Standard Paints, Inc • Wood Defender Semi-Transparent Fence Stain

Three Year Protection

Standard Paints, Inc. warrants Wood Defender, for 3 years after date of purchase, your satisfaction with the application and performance properties of this product if it is properly applied to a properly prepared surface in accordance with label directions.

Standard Paints, Inc. further warrants that, for a period of 3 years from the date of purchase, Wood Defender Stains will not, peel, blister, discolor (graying) due to ultraviolet exposure. This warranty does not cover wood that was water damaged prior to sealant application and graying due to surface mildew and mold.

General Provisions and Limitations

The foregoing warranties apply only to Wood Defender Stains applied on structures located within the continental United States and are expressly conditioned in compliance with the following terms:

- The wood substrate must be new or good condition (no indication of degradation)
- Product must be properly applied to a properly prepared surface in accordance with label and/or product data directions.
- Prior to undertaking any repair or replacement of questionable of materials, the owner must:

(a) notify Standard Paints, Inc. in writing, within 60 days of first discovering the condition complained of, at Standard Paints, Inc., 940 S. 6th Avenue, Mansfield, Texas 76063, Attn: Product Manager-Stains Products. Photos and/or sample showing the nature and extent of the condition should accompany the notice if possible, and

(b) allow Standard Paints, Inc. a reasonable period of time (not to exceed 60 days from receipt of the written claim) to inspect or investigate the condition of the Stain.

Exclusions

The foregoing warranties expressly excluded – under no circumstances shall Standard Paints, Inc. have any liability for – any defect, damage or condition arising from or related to:

- Any alteration or dilution of product as supplied;
- Presence of mold, mildew, fungus growth prior to application;
- Water damage prior to application;
- Weathered or discolored (grayed) wood prior to application;
- Graying due to surface mildew or mold;
- Finishes, stains, paints, coatings applied prior or after product application, other than Wood Defender products;
- Acts of God, war, civil disorder, fire, lightning, hurricane, flood, tornado, earthquake, mud slide or other earth movement, air pollution, severe weather or similar phenomena;
- Vandalism, misuse, abuse, improper application, improper or lack of maintenance, or other acts beyond Standard Paints, Inc. control;
- Extended or prolonged contact with moisture or water damage due to improper drainage or construction;
- Constant or repeated exposure to wetting by water sprinklers or other types of irrigation devices.

Remedies

Compensation – Limited Warranty

With respect to any claim, damage, or defect covered under the foregoing product limited warranty and subject to limits of compensation specified herein, Standard Paints, Inc. may elect, at its sole discretion, to:

In lieu of any direct, indirect, incidental, special or consequential damages, will, at owner's option, furnish replacement product or refund the purchase price – labor or cost of labor for application of any product specifically are excluded. Proof of purchase must be supplied at time of claim. To make a claim under this warranty, contact the store (outlet) where the product was purchased or Wood Defender/Standard Paints,



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Inc., 940 S. 6th Avenue, Mansfield, Texas 76063.

Arbitration of Disputes

If a claim under the foregoing warranties is not resolved to the owner's satisfaction, disputes relating to the scope, coverage or application of the foregoing warranties, or to the nature or amount of any compensation due hereunder, shall be submitted to binding arbitration under the terms and conditions then in effect of the American Arbitration Association or any successor thereto. The foregoing Arbitration requirement shall not apply to issues involving multiple owners of different properties, or issues related to the availability or determination of legal requirements of class action status. The costs of such Arbitration proceeding shall be borne by the party incurring them.

This warranty states the entire liability of Standard Paints, Inc. with respect to the product named above, and nothing herein shall extend the duration of any implied warranties – including implied warranties of merchantability or fitness for a particular purpose – beyond the duration, if any, under applicable state law.

Under no circumstances will Standard Paints, Inc. be liable for incidental or consequential damages arising out of negligence, tort, breach of warranty, contract, strict liability, or any other basis. All such damages are specifically excluded.

Some states do not allow limitations on the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.