



## Limited Lifetime Warranty (With Non-Prorated, Transferable Option)

**Customer Information:**  
**Dealer/Contractor:**

**Registration #**  
**Body Color Name and No:**

**Completion Date:**  
**Gallons Used**

Permanent Painting of New Jersey, L.L.C and Rose Talbert Paint Company (“Manufacturer”) make the following Limited Express Warranty with respect to Extreme Performance Paint [“EPP”]:

### 1. WARRANTY:

Permanent Painting of NJ, LLC proudly warrants exclusively to the original purchaser(s) of The Extreme Performance Permanent Painting System™ for as long as the original purchaser(s) is the owner and resident of the property to which our products were applied, that its Extreme Performance Permanent Painting System applied to the property was done so in a professional manner and shall not peel, blister, flake, corrode or fade excessively or unevenly for any reason except those below.

Should any of these defects occur during the lifetime of the original purchaser(s) of our Extreme Performance Permanent Painting System™, while the original purchaser(s) is the owner and resident of the property to which the Extreme Performance Permanent Painting System™ was applied, and provided that the WARRANTY is properly registered and the claim reported as stated below, Rose Talbert Paint Company & Permanent Painting of New Jersey, LLC will replace the defective portion of Extreme Performance Permanent Paint in an efficient and expeditious manner at no cost to the original purchaser(s)

This WARRANTY covers only the specified damages arising solely from defects in the manufacturing of Extreme Performance Permanent Paint and/or improper installation of the Extreme Performance Permanent Painting System™. It does not cover failure of or damage to such products resulting from settlement of the structure on which the products are installed or shifting of structural or adjoining surfaces, failure of the structure (including foundation and walls), impact from foreign objects, accidental damage or negligence, intentional acts of damage, fire, wind, flood, lightning, acts of God, misuse, improper care or failure to provide reasonable and necessary maintenance, (to include but not limited to failure to timely make necessary repairs to the house, failure to timely remove or prevent build up of leaves, mulch, debris, moss, mildew, dirt, or water intrusion from roofs, gutters, punctures, open joints, or seams.), interior moisture conditions (i.e. defective kitchen or bathroom fans, internal plumbing issues such as overflowing tubs or sinks), failure of the substrate wall (rot) on which the Extreme Performance Permanent Painting System was applied by movement or settlement or condensation, mildew (failure to address a mildew issue if one appears), exposure to harmful chemicals or vapors, surface discoloration due to atmospheric pollution, or the installation of accessories or other products which are installed in a manner detrimental to the performance of the Extreme Performance Permanent Painting System™. Warranty exclusions: moving parts of the structure such as doors, windows, working shutters, garage doors. Spindles. Hand Rails.

### 2. WARRANTY TRANSFER OPTION:

This WARRANTY is transferable by the original owner to subsequent owners of the property on a non-prorated basis, provided the following conditions are met; 1.) Customer is enrolled in Permanent Painting of New Jersey’s Annual Exterior Maintenance Program. 2.) Customer is in good standing of the program at the time of transfer. 3.) Permanent Painting of New Jersey, L.L.C receives written notice from the transferee of the transfer of the property, along with a transfer fee of one hundred (\$100.00) dollars, within thirty (30) days from the date of the real estate title transfer.

Failure to notify Permanent Painting of New Jersey, L.L.C., of the transfer will relieve Permanent Painting of New Jersey, L.L.C. and Rose Talbert Paint Company from any further obligation under this warranty. In the event of transfer of the property and this WARRANTY as herein above provided, the warranty period shall extend only for (20) twenty years from the original date of installation of the Extreme Performance Permanent Painting System. And shall be non-prorated.

If the property on which the Extreme Performance Permanent Painting System™ products are applied is transferred, notice to Permanent Painting of New Jersey L.L.C, of the transfer as provided for herein is a condition precedent to any transfer of this WARRANTY. At any time during the warranty period after installation, Rose Talbert Paint Company and Permanent Painting of New Jersey, L.L.C. will bear the cost of labor and materials for any defect, as set forth herein. A one hundred (100.00) dollar service charge per warranty visit is required, but waived if damage is determined to be a warranty issue. Labor and material cost for replacing or repairing the products are handled in accordance of the terms and conditions of this warranty. The WARRANTY period shall not be extended by any such replacement.

### 3. WARRANTY CLAIMS

If you feel that your Extreme Performance Permanent Painting System contains defects caused by manufacturing and/or installation covered by this WARRANTY, simply write to **Permanent Painting of New Jersey, L.L.C.**, 5 Lyons Mall, #332, Basking Ridge, New Jersey, 07920, **Attention: WARRANTY SERVICES.** **Please note: All claims under this WARRANTY must be reported to Permanent Painting of New Jersey, L.L.C, within thirty (30) days of the date that the defects is first discovered or reasonable could have been discovered.** Permanent Painting of New Jersey, L.L.C. must have a reasonable opportunity to inspect the Extreme Performance Permanent Painting System™ for defects before repairs are begun. If your Extreme Performance Permanent Painting System™ contains defects caused by manufacturing and /or installation covered by this WARRANTY, Permanent Painting of New Jersey, L.L.C. and Rose Talbert Paint Company will replace the defective portion within the guidelines as set forth in this WARRANTY. **Permanent Painting of New Jersey, L.L.C. reserves the right to discontinue or make changes to any of its products. If the products covered by this WARRANTY are not available, Permanent Painting of New Jersey, L.L.C., shall have the right to substitute a product that, in its sole discretion is of equal quality and value.** Permanent Painting of New Jersey, L.L.C. and Rose Talbert Paint Company, make no express WARRANTIES except herein stated and shall not be liable for any incidental, special or consequential damages with respect to the Extreme Performance Permanent Painting System™ covered by this WARRANTY. The extent of Rose Talbert Paint Company’s liability and exclusive remedy is limited to product replacement set forth herein. Permanent Painting of New Jersey, L.L.C.’s exclusive dealer who installed the products, liability is the re-installation of products as set forth herein.