



## Rhino Shield Ceramic Coating®

**WARRANTY COVERAGE:** Subject to the exclusions, conditions and limitations set forth in this Warranty, AmCoat Industries, Inc. (“Supplier”) warrants the Rhino Shield Ceramic Coating System (‘Product’) to be free from manufacturing defects that materially affects the performance of the Product (‘Nonconforming Product’) for the lifetime of Original Owner’s installation. The Original Owner is that person whose name appears on this Warranty Certificate. This Warranty remains in effect provided the Original Owner is the titled owner of the Property and resides at the Property. In the event that there is more than one Original Owner, this Warranty will remain in effect provided one (1) Original Owner named in this Warranty is the titled owner of and resides at the Property.

Supplier and Finalcoat, LLC (Dealer) warrant the Product to be 100% free of defects in material that might result in the following; crack; chip; flake; peel; become brittle or deteriorate to reveal the underlying substrate.

This Warranty remains in effect provided the Original Owner is the titled owner of the Property and resides at the Property. In the event that there is more than one Original Owner, this Warranty will remain in effect provided one (1) Original Owner named in this Warranty is the titled owner of and resides at the Property.

If at the time the Product is applied to the Property, the Property is owned by an organization (including but not limited to corporations, unincorporated associations, churches, government or public entities) the Warranty period extends twenty-five (25) years from the date of completion. A Warranty extended to an organization cannot be transferred.

**ORIGINAL OWNER’S LIFETIME LIMITED PRODUCT WARRANTY:** If there is Nonconforming Product during the lifetime of the Original Owner, and provided the Original Owner resides at the Property, Dealer will replace or repair the Nonconforming Product subject to the exclusions, conditions and limitations set forth in this Warranty. The Original Owner must first give Dealer an opportunity to inspect the Product and provide all reasonable access to the Property to complete any inspections and cure any Nonconforming Product. If the Nonconforming Product cannot be replaced with a Rhino Shield product, Dealer may, at its sole discretion, replace the original product with a reasonably similar product. Any other costs and expenses incurred by the Original Owner will be the Original Owner’s responsibility. Any other costs and expenses beyond Dealer’s responsibility set forth in this Warranty shall be the Original Owner’s responsibility.

**TO TRANSFER A WARRANTY:** This Warranty is transferable one-time only from the Original Owner named in this Warranty, to the first subsequent titled owner of the property (the “Transferee”) and the Transferee must reside at the property. If this Warranty is held by an organization, it is not transferable. The Warranty period for the Transferee shall extend twenty (20) years from the Completion Date. This Warranty may not otherwise be transferred or assigned. The Transferee must send written notice of the transfer to the Dealer within thirty (30) days of the date of the title transfer, along with a transfer fee of Three Hundred Fifty (\$350) dollars, to the following address. Finalcoat, LLC, Attn: Transfer Dept., 90 Corporate Park, Suite 1420, Pembroke, MA 02359. The cancelled check will be the Transferee’s proof of transfer. In the event Dealer is not notified of the transfer as required and outlined above, Dealer shall be relieved of all its obligations in this Warranty to the Transferee.

**TRANFEEE’S LIMITED PRODUCT WARRANTY:** The Transferee’s Warranty extends twenty (20) years from the Completion Date, provided that the Transferee transfers this Warranty as per the requirements stated in this Warranty. If during this Warranty period, there is Nonconforming Product, Dealer will replace or repair the Nonconforming Product at Dealer’s sole discretion, subject to the exclusions, conditions and limitations set forth in this Warranty. The Transferee may be charged up to 20% of the original contract price for nonconforming product repair. The Transferee must first give Dealer an opportunity to inspect the Product and provide all reasonable access to the Property to complete any inspection and cure any Nonconforming Product. Any other costs and expenses incurred by the Transferee will be the responsibility of the Transferee. Any other costs and expenses beyond Dealer’s responsibility set forth in this Warranty shall be the Transferee’s responsibility.

**TO REGISTER A CLAIM:** Claims under this Warranty must be submitted in writing: Finalcoat, LLC, Attn: Warranty Services, 90 Corporate Park, Suite 1420, Pembroke, MA 02359. The written statement must include the current owner’s name, address, telephone number, the Warranty Registration No. and a description of the Nonconforming Product. Written notice of a Warranty Claim must be provided to Dealer within thirty (30) days of alleged Product failure. The current owner is required to submit, at his/her expense, a brief description, photographs and any other pertinent evidence of the alleged failure. This notice must be sent to Dealer in order for claim to be opened at the address set forth in this Warranty. In the event Dealer is not notified within thirty (30) days following the alleged Product failure, Dealer shall be relieved of all obligations hereunder.

Dealer must be given access to the Property and a reasonable opportunity to investigate all claims. A Four Hundred and Fifty Dollar (\$450) service charge per warranty visit is required; however, said service charge is waived during first twelve months from completion date. Unwarranted inspections are costly and time consuming for both the homeowner and Dealer. Home maintenance is always the responsibility of the homeowner. If Dealer determines that a Nonconforming Product claim under this Warranty exists, Dealer will provide the coverage set forth in this Warranty. Any warranty work where other than man or a ladder was used, is solely the responsibility of the Owner and will absorb all associated costs. (i.e., lift, scaffolding, staging, etc.).

**WARRANTY EXCLUSIONS:** This Warranty does not and will not become effective until the purchase and installation contract has been paid in full, without offset or withholding. This Warranty will become null and void should any outstanding invoices, payable to the Dealer or the installation contractor, remain unpaid for thirty (30) days or where Dealer or its agents is denied access to the Property to perform inspections and/or services.

This Warranty is strictly limited to the Product as outlined herein and does not include other products on or applied to the Property at any time. Dealer will have sole discretion to determine whether the Product is deemed defective. Neither the Supplier nor the Dealer warrants against damage resulting from structural settling, structural movement, shifting of adjoining surfaces, caulking separation and separation of seams are all results of structural movement, not coating related. structural defects, alterations to the coated surfaces, water intrusion, lack of proper drainage (standing water), customer's negligence, leaks occurring around window frames, door openings, through roofs, interior moisture conditions / condensation, water blisters, moisture meter readings 12% or higher, would indicate water intrusion issues, water and/or moisture issue is not warrantable and it would be the responsibility of the homeowner to locate the source of the moisture causing product failure. Rhino Shield will do their best to have a representative available at the time of independent inspection. Also, any areas in direct contact with the ground, areas within 12" of plants or shrubs, 12" up from grade, accidental or intentional damage, fire, flood, lightening, wind speeds in excess of those allowable in accordance with Dealer's recommended installation procedures, impact of foreign objects, earthquake or other "Acts of God", terrorism and/or other "Acts of War". Normal weathering combined with the aging process will cause any colored surface to fade, darken, or acquire a surface accumulation of dirt or stains. Rhino Shield resists these effects, however, any material exposed to sunlight and the extremes of weather can discolor and stain. For this reason, neither the manufacturer, Supplier nor Dealer warrant against these uniform changes in color. Pre-existing conditions, neglect and improper act, including, but not limited to, repairs, alterations or additions without the Dealers approval, work done by any individual or entity other than authorized dealer or other causes beyond the control of Dealer are excluded from this Warranty. Damage caused by any of the reasons cited in the preceding sentences shall be repaired at Original Owner's and/or Transferee's sole expense. **NON-WARRANTIED ITEMS: Wood rot & existing rotted wood, shutters, gutters, sheds, plywood, pressure-treated wood, fencing, lattice, railings, pergola, cupolas, risers, columns, chimneys, deck & deck structure & knee walls (example – skirting, risers & posts), doors, mechanical / moving parts, metal, rust / copper bleed through, wood knot bleed through, bleeding & staining.** In the case that multiple service re-coatings have occurred and the coating still loses adhesion in the same general area, it will be agreed by both parties that it is outside the warranty and will not be warrantable. It is considered the Owner's responsibility to find and cure the underlying issue.

**REMEDIES AND LIMITATIONS:** Under no circumstances shall the liability of the Dealer extend beyond the repair, replacement or refinishing. Dealer's liability and the Original Owners and Transferee's exclusive remedy are limited to Product repair or replacement on the basis stated in this Warranty. No other warranties exist, expressed or implied. The provisions of this Warranty are in addition to any statutory warranty or other rights and remedies available under state and federal law. Payment in full of the contract amount shall constitute the Original Owner and AmCoat Dealer's acceptance of the terms of this Warranty. **"Supplier assumes no liability for any labor costs including coating or removal of prior coatings. Under no circumstances shall the liability of the Supplier extend beyond the furnishing of replacement quantity of Coating Material."**

Dealer's liability and the Original Owner's exclusive remedy is limited to the repair, replacement or refinishing. Dealer's liability and the Transferee's exclusive remedy is limited to Product repair, replacement, or refinishing on the basis stated in this Warranty. In the event the Products covered by this Warranty are not available, Supplier and/or Dealer have the right to substitute Product that, in Dealers sole discretion, is of equal quality or price.

Dealer shall not be liable for any incidental, special, or consequential damages of any kind, including damage to the Property. Some states do not allow limitations on how long an implied Warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations may not apply to you.

This Warranty shall not be modified or extended and no party to this Warranty is authorized to change it in any way or grant any other Warranty. This is the only written Warranty provided by Dealer. Dealer reserves the right to cancel and/or modify this warranty without notice at any time; however, all fully paid warranties shall remain in force until their expiration.

This Warranty gives specific legal rights and other rights may exist, which may vary from state to state. This Warranty is expressly in lieu of any guarantee and/or warranties, oral or written, express or implied as are set forth herein, including any implied warranty or merchantability or fitness for a particular purpose.

Registration No.

Original Owner/  
Customer:

Job Address:

Date of Application:

Dealer: FinalCoat, LLC

Supplier: AmCoat Industries, Inc.