



**LIMITED SERVICES WARRANTY**

Date: \_\_\_\_\_ Warranty #: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Product Name: \_\_\_\_\_ General Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

Nawkaw warrants to the Building Owner, that for a period of twenty-five (25) years from the Effective Date, Nawkaw will repair fading, flaking or peeling surfaces resulting from defects in its materials or workmanship. For Nawkaw stain products that include water repellents, the warranty for the water repellency shall be for a period of five (5) years from the Effective Date.

**Limitations**

This warranty specifically excludes failure of the product due to:

- a. natural causes including, but not limited to, lightning, earthquake, hurricane, flooding, tornado, and fire;
- b. poor condition of the application surface, including but not limited to peeling and rotting;
- c. disintegration, deterioration or failure of the application surface;
- d. mechanical damage including, but not limited to, that which is caused by surface abrasion, individuals, tools, vandalism, de-icing products or other outside agents; and
- e. defects in the design or construction of the building where the product was applied.

This warranty will be null and void if Nawkaw has not received payment in full for its services in originally applying the product, or if Nawkaw must collect any amount owed through a third party, or if any other coating is applied on top of Nawkaw's stain product, or if it is found that the application surface had previously been treated with a water repellent and this information was not disclosed to Nawkaw prior to the application of Nawkaw's stain product.

**Remedies**

In the event of a claim under this warranty, the Building Owner must notify Nawkaw within thirty (30) days of the date when Building Owner discovered or ought to have discovered the defect and provide Nawkaw with the opportunity to inspect. If Nawkaw reasonably verifies that the product or its services are defective, Nawkaw shall, in its sole discretion, repair or reapply the product or credit or refund the cost of such repair or reapplication at the pro rata contract rate.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, NAWKAW MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS PRODUCTS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY SHALL BE BUILDING OWNER'S SOLE AND EXCLUSIVE REMEDY AND NAWKAW CORPORATION'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

This warranty agreement is governed by and construed in accordance with Canadian law.

The product is sold to Building Owner upon and subject to Nawkaw's standard Terms and Conditions for Services (the "Standard Terms"). To the extent there may be a conflict between the terms of any warranty in the Standard Terms and the provisions of this warranty, the provisions of this warranty shall prevail. This warranty is not in effect unless signed by an authorized representative of the Nawkaw Corporation, and may be modified only in a writing signed by the Nawkaw Corporation.

**NAWKAW CORPORATION**

By: \_\_\_\_\_  
Name: Kasia Purzycka  
Title: President