



Aluminum Railing/Screen Enclosure Finish Coating Warranty

Property Owner ("Customer"):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Project Location (if different then above):

Address: _____

City: _____ State: _____ Zip: _____

Date of Installation: _____

Date of Issue: Date of Substantial Completion of the Work (_____)

Mullet's Aluminum Products, Inc. ("Mullet's") warrants to the above referenced Customer that subject to the terms, conditions and limitations below that the finish coating applied to the aluminum railings/ screen enclosures furnished and installed by Mullet's will not crack, peel or chip due to the deterioration of the finish coating for a period of () years from the Date of Issue of this warranty. Any finish coating which does not adhere to the forgoing warranty shall be deemed nonperforming.

TERMS, CONDITIONS AND LIMITATIONS

1. Mullet's shall have no obligation under this warranty until all monies due for the labor, services, materials and/or equipment furnished for the installation of the aluminum railings/screen enclosures have been paid in full to Mullet's.
2. Mullet's shall have no obligation under this warranty for damage to finishes or materials caused in whole or in part by any one or any combination of the following conditions or other damaging acts or exposures:

- A. Direct exposure to corrosive or deleterious substances including, but not limited to, salt water spray, chemicals or harmful gases.
- B. Acts of God including, but not limited to, lightning, windstorm, tornado, hailstorm, hurricane, fire, falling objects or other forces of nature.
- C. Physical damage after installation whether intentional or unintentional including, but not limited to, damage caused by abuse, misuse, neglect, negligence or vandalism.
- D. Improper or lack of cleaning or maintenance.
- E. Normal aging and weathering including, but not limited to, chalking, scratching or fading, consistent with the quality of the finish coating applied.

3. In the event Customer desires to make a claim under this warranty, as a strict condition precedent to Mulletts obligations hereunder, Customer must notify Mulletts in writing of any such claim within thirty (30) days of the date of the occurrence giving rise to such claim and, further, Customer must allow Mulletts to inspect the condition during normal business hours within five (5) business days of its receipt of such notice.

4. Mulletts' sole liability and obligation with respect to this finish coating warranty shall be as follows:

A. In the event of a valid claim, Mulletts shall, at its option, (a) restore or replace the nonperforming finish coating; (b) replace the material to which the nonperforming finish coating was applied with new material with a new finish coating; or, (c) refund the original purchase price of the material to which the nonperforming coating was applied less an amount equal to _____ percent of the purchase price for each year which has lapsed since the Date of Issue of this warranty. In no event shall Mulletts' liability exceed the lesser of the cost of restoring or replacing the nonperforming finish coating or replacing the material to which the nonperforming finish coating was applied. In no event shall Mulletts be liable for any consequential damages as a result of any nonperforming finish coating or the restoration or replacement thereof.

B. In the event Mulletts elects to restore or replace the nonperforming finish coating or replace the material to which the nonperforming finish coating was applied, it shall have no obligation to perfectly match the color of the new finish coating to that of the old finish coating which has experienced normal aging and weathering.

D. The finish coating warranty on any repaired or replaced finish coating or replaced material shall be for the remainder of the warranty period applicable to the original purchase and installation.

E. EXCEPT AS SET FORTH HEREIN, MULLETT'S MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY AND MULLETT'S HEREBY EXPRESSLY DISCLAIMS THE SAME. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

5. Mulletts shall have no liability or obligation to Customer under this warranty:

A. If the aluminum railing/screen enclosure installation or its finish coating has been modified, altered or changed in any manner after the time of installation.

MULLETT'S ALUMINUM PRODUCTS, INC.,

A Florida corporation

By: _____

Print Name: _____

As Its: _____

Date: _____

B. If Customer fails to maintain the aluminum railing/screen enclosure installation in accordance with the Care and Cleaning Instructions attached hereto as Exhibit "1".

C. If Customer fails to provide documentation of the required semi-annual fresh water rinse of the aluminum railing/screen enclosure installation to Mulletts during the period of warranty coverage within ten (20) business days of the date of such semi-annual fresh water rinse on the form attached hereto as Exhibit "2".

D. If any damage was caused to the aluminum railing/screen enclosure installation by other contractors or maintenance personnel at any time after the original installation by Mulletts.

E. Unless and until proof of purchase and payment in full is presented by Customer to Mulletts.

6. No representative or agent of Mulletts has any authority to make any representation concerning any warranty by Mulletts inconsistent with or in addition to this warranty unless such representation is reduced to writing and signed by a corporate officer of Mulletts.

7. All claims or disputes in any way related to or arising from this warranty shall be resolved by litigation in a court of competent jurisdiction. In the event of litigation between Customer and Mulletts in any way related or arising from this warranty, the venue of any such suit shall be Sarasota County, Florida, and the parties hereto hereby waive whatever other rights they may have in the selection of venue. The prevailing party in any such litigation shall be entitled to recover its reasonable costs, whether taxable by law or not, attorneys' fees, appellate attorneys' fees, appellate costs and expert or consultant fees. Customer and Mulletts hereby waive any right to trial by jury.

8. In the event a court of competent jurisdiction rules that any portion of this warranty is unenforceable, the remainder of this warranty shall be construed and enforced as if the stricken portion was omitted from the original hereof.

9. This warranty is for the exclusive benefit of the Customer and is not assignable or transferable.

Property Owner

By: _____

Print Name: _____

As Its: _____

Date: _____