

WARRANTY

D.J. Grail Company, LLC, warrants that its SuperFlex, DuraFlex, or DuraSurf product will provide a waterproof barrier that will not crack or delaminate for a period of twenty years from the date of application when installed on a Wall and according to GrailCoat's instructions. D.J. Grail Company, LLC warrants its DuraFlex product will provide a waterproof barrier that will not crack or delaminate for a period of ten years from the date of application when installed on a Flat Roof or Deck and according to GrailCoat's instructions.

This warranty is invalid if failure of the product is caused by misuse, improper or defective application, deviation from the product specifications, failure or movement of the substrate, or other circumstances beyond the control of the D.J. Grail Company, LLC.

EXCLUSIONS AND LIMITATIONS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. THE D.J. GRAIL COMPANY, LLC. SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF D.J. GRAIL COMPANY, LLC, CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE EXPRESS WARRANTY PERIOD. NO RESELLER, AGENT, APPLICATOR, CONTRACTOR, OR EMPLOYEE OF THE D.J. GRAIL COMPANY, LLC, IS AUTHORIZED TO MODIFY, EXTEND, OR EXPAND THE TERMS OF THIS WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE D.J. GRAIL COMPANY, LLC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING ANY COSTS OF REMOVAL, RE-APPLICATION, OR REPLACEMENT OF ANY GRAILCOAT PRODUCT, OR ANY REPLACEMENT PRODUCT OR APPLICATION.

UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF THE D.J. GRAIL COMPANY, LLC FOR BREACH OF THIS WARRANTY, OR FOR PRODUCT DEFECT, EXTEND BEYOND THE PURCHASE PRICE OF THAT QUANTITY OF THE PRODUCT DETERMINED TO BE DEFECTIVE. THE D.J. GRAIL COMPANY, LLC, EXCLUDES FROM THIS WARRANTY AND DISCLAIMS ALL RESPONSIBILITY FOR ERRORS, MISTAKES, DEFECTS, AND COSTS, ARISING FROM APPLICATION OF ANY PRODUCT SUBJECT TO THIS WARRANTY.

FOR CONSUMERS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, D.J. GRAIL COMPANY, LLC, LIABILITY IS LIMITED, FOR THE PURCHASE PRICE OF THE PRODUCT.

ALL WARRANTY CLAIMS ARE FIRST SUBJECT TO INFORMAL SETTLEMENT PROCEDURES ESTABLISHED FROM TIME TO TIME BY THE D.J. GRAIL COMPANY, LLC. IF INFORMAL DISPUTE RESOLUTION IS NOT SUCCESSFUL, ALL CLAIMS ARISING OUT OF THIS WARRANTY ARE SUBJECT TO MANDATORY ARBITRATION UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION, TO BE CONDUCTED IN DAYTONA BEACH, FLORIDA.

OBTAINING WARRANTY SERVICE

Any claim for breach of warranty shall be in writing, delivered to D.J. Grail Company, LLC, 73 Aurora Ave., Ponce Inlet, FL 32127. Written notice of a warranty claim is a pre-condition to obtaining the benefit of this warranty. This warranty is void if written claim is not received by D.J. Grail Company, LLC, within sixty days of reasonable knowledge or discovery of a defect in the product.

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