



## **5-Year Material Only Limited Warranty**

### **I. TERMS and CONDITIONS**

Dicor Products, an Airxcel brand, (hereafter "DICOR") expressly grants this Limited Warranty ("Warranty") to Buyer, subject to the Limitations and Exclusions set forth below. Dicor warrants that its products ("Product") shall be free from manufacturing defects for a period of five (5) years from the date of sale. Should the Product split, chip, peel, flake, blister or excessively chalk (hereafter the "Covered Condition(s)") during the Warranty term, Dicor's only obligation shall be limited to providing replacement Product of equivalent value and in a quantity necessary to re-coat the affected area, or to refund to customer its pro-rated share, not to exceed the original purchase price of the Product. The foregoing shall be the only remedies to Buyer under this Warranty. Buyer is not entitled to recover under this Warranty unless Buyer notifies Dicor of the alleged Covered Condition in writing within ten (10) days of discovery of the alleged Covered Condition.

### **II. LIMITATIONS and EXCLUSIONS**

- A. APPLICATION OF THE PRODUCT TO ANY EXISTING ROOFING SYSTEM (OR ANY ROOFING MEMBRANE) DOES NOT EXTEND THE WARRANTY ON THE UNDERLYING ROOFING MEMBRANE OR ROOFING SYSTEM.
- B. IF THE PRODUCT IS APPLIED TO ANY EXISTING ROOFING SYSTEM OR ROOFING MEMBRANE, THE REMAINDER OF THE WARRANTY ON THE UNDERLYING ROOFING MEMBRANE OR ROOFING SYSTEM SHALL BE VOIDED. IN SUCH INSTANCE, THE TERMS AND CONDITIONS OF THIS WARRANTY APPLY AND ARE BUYER'S SOLE AND EXCLUSIVE REMEDY.
- C. Dicor warranties only the Covered Conditions stated above.
- D. This Warranty does not apply to damage to a building, Motor Home, Recreational Vehicle, the exterior of the aforesaid, or its contents, including leaks or water penetrating into it.
- E. This Warranty does not apply to workmanship, labor or installation of the Product.
- F. This Warranty does not apply if the Product is installed over an incompatible material or substrate, or installed over a wet assembly.
- G. Dicor does not warranty against color change and/or texture change in the Product.
- H. This Warranty is nontransferable and terminates upon transfer to any third party.
- I. This Warranty shall be governed by the laws of the State of Michigan, without regard to principles of conflicts of law. Dicor and Buyer hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit or other proceeding arising out of or related to the Product, Covered Conditions, or these terms, including without limitation, this Warranty, may be brought by Buyer or anyone else after one (1) year from the date it accrues.
- K. Dicor does not waive any rights under this Warranty by refraining to exercise its rights in full in one or more instances.

**THIS WARRANTY COVERS ONLY THE DICOR COATING PRODUCT. IT DOES NOT APPLY TO ANY OTHER PRODUCTS. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DICOR WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESLLY WAIVED, RELEASED, AND EXCLUDED. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS.**

If any contractor or sales representative made any statements about Dicor, the Dicor coating Product, any other products, services, obligations, or warranties, those statements cannot be relied upon by Buyer or any other party and cannot be attributed to Dicor. No person may change or modify any term or condition of this Limited Warranty.

Date Sold: \_\_\_\_\_

Acrylic  
RP-CRC-1, RP-IRC-1  
Dicor.-5 Yr Limited Mat Only 8/30/21