

# Michael Parmelee Painting, Inc.

## LIMITED WARRANTY

- A. Scope of Warranty. Michael Parmelee Painting Inc. warrants to Buyer only, the original purchaser(s), that its construction work, including all construction materials (“Materials”) and all repairs, restorations and other construction services (“Labor”), purchased from Michael Parmelee Painting, Inc. will be repaired or replaced at the option and expense of Michael Parmelee Painting Inc. if any Materials or Labor are found to be defective in material or workmanship within one (1) year from the date of performance (i.e., substantial completion of the applicable work) by Michael Parmelee Painting, Inc. Michael Parmelee Painting, Inc. shall not be required to repair, repaint, refinish, touch up or otherwise replace any Materials or Labor that are requested after being damaged by Buyer, another contractor, act of God, or any third party.
- B. Exclusions from Warranty Coverage. Michael Parmelee Painting, Inc. does not warrant any Materials or Labor that are not used or cared for in accordance with the instructions and specifications set forth by the manufacturer, regardless whether such instructions and specifications are affixed to the Materials or are set forth in a separate document(s). Further, Michael Parmelee Painting, Inc. does not warrant its Materials or Labor for damage caused by misuse, abuse, negligence, or acts of God. Normal wear and tear, as well as damage due to alteration of the Materials and/or Labor not performed by Michael Parmelee Painting, Inc. are also excluded from this warranty. Michael Parmelee Painting, Inc. also does not provide any warranty whatsoever to Buyer for appliances and fixtures included within the scope of work or otherwise sold to Buyer, but all applicable manufacturer warranties covering such items shall be assigned to Buyer. **This is the only express warranty given with respect to the Materials and Labor purchased from Michael Parmelee Painting Inc. All other express warranties, guarantees and statements regarding the Materials and Labor, whether written or verbal, are deemed null and void and of no effect.**
- C. Disclaimer of Other Warranties. **Except to the extent prohibited by applicable law, any implied warranty, whether of merchantability, fitness for a particular purpose, or otherwise, on the Materials and Labor is limited in duration to the duration of this warranty. Some states do not allow limitations on how long an implied warranty will last, so the above limitations may not apply to you. If Buyer is a business or commercial purchaser, and not a consumer purchasing Materials or Labor for personal, family or household purposes, then , in such event, there shall be no implied warranties, whether of merchantability, fitness for a particular purpose, or otherwise, on the Materials and Labor, notwithstanding anything contained herein or elsewhere to the contrary.**
- D. Limitation of Remedies. **Repair or replacement as provided in this warranty is Buyer’s exclusive remedy. Michael Parmelee Painting, Inc. shall not be liable for any incidental or consequential damages for breach of any express or implied warranties on the Materials or Labor or for any other breach of this contract. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Buyer shall not have any recourse or remedy for damage or defect caused by misuse, abuse or negligence. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.**
- E. Buyer’s Responsibilities. For Buyer to avail itself of this warranty, Buyer must provide Michael Parmelee Painting, Inc. with a copy of a contract and Michael Parmelee Painting, Inc.’s acknowledgment of its substantial completion date. To obtain service under this warranty or to obtain warranty information, please contact Michael Parmelee Painting, Inc.'s customer service department by telephone at (734) 216-2033 or mail written correspondence to Michael Parmelee Painting, Inc., 34904 Forest, Wayne MI 48184.