

**LIMITED PRODUCT 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 the Nawkaw stain product indicated above will conform to Nawkaw's published specifications in effect as of the date of purchase, and, when applied according to printed instructions, will be free from defects in materials which result in fading, flaking or peeling. 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.

**General Requirements**

In order to obtain this warranty, the Building Owner is responsible to ensure: (i) that the Nawkaw product is applied in strict compliance with Nawkaw's published application procedures and in accordance with any project-specific recommendations from Nawkaw; and (ii) that the Nawkaw product is used with compatible materials and substrates.

**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. faulty or improper application;
- c. poor condition of the application surface, including but not limited to peeling and rotting;
- d. disintegration, deterioration or failure of the application surface;
- e. 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
- f. 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 the product used, or if Nawkaw must collect any amount owed through a third party.

**Remedies**

In the event of a claim under this warranty, 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 its product is defective, Nawkaw shall, in its sole discretion, either replace the product or credit or refund the price of the product at the pro rata contract rate.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, NAWKAW MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS PRODUCTS, 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 upon and subject to Nawkaw's standard Terms and Conditions of Sale (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: Russell Gray  
Title: President