



Warranty, Terms and Conditions of Sale

WARRANTY

FlameOFF® Coatings Inc. warrants our products to be free of manufacturing defects and to be in compliance with UL and ICC audit procedures, as well as internal quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product, as determined by FlameOFF® Coatings. No other warranty or guarantee of any kind is made by FlameOFF® Coatings, expressed or implied, statutory, by operation of law or otherwise, including merchantability and fitness for a particular purpose.

This is the sole and exclusive remedy for all warranty claims. All warranty claims must be submitted to FlameOFF® Coatings, Inc. in writing, and must be received within 30 days following the discovery of the defect.

Warranty claims must include the following information:

1. Proof of purchase (clearly showing date of purchase); and
2. Documented proof of the defect, including the date that the defect was discovered. FlameOFF® Coatings, Inc. reserves the right to inspect any product addressed within the warranty claim to substantiate the validity of the claim.

This limited warranty shall be null and void in the event that any of the following conditions are found to have occurred:

1. If the original containers of FlameOFF® Fire Barrier Paint were diluted, mixed with other materials, or adulterated in any other manner;
2. If the original containers of FlameOFF® Fire Barrier Paint were not stored under the recommended storage conditions, and/or the containers were used later than one year after the date of purchase.

TERMS AND CONDITIONS

The approval of FlameOFF® products by fire safety or building authorities for use is the sole responsibility of the Buyer. The Seller is not responsible for Buyer's failure to adhere to fire, safety, or building codes in the application of FlameOFF® products. The Buyer is responsible for following FlameOFF® products' Application Guide and Submittal Specifications. The Seller is not responsible for any damages or financial losses caused by not following the Seller's instructions. In no event shall the Seller be liable for any direct, indirect, punitive, incidental or consequential damages, to property or life, whatsoever arising out of or connected with the use or misuse of FlameOFF® products.

All sales are final. No products shall be returned by Buyer without prior written approval of Seller. Any claim by Buyer for defective products shall be used by Buyer without inspection by and prior written approval of Seller.

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The data and suggested formulations in this bulletin are based on information believed to be reliable and are offered solely for evaluation, investigation and verification of numerous factors affecting results. FlameOFF® Coatings, Inc. products are sold with the understanding the purchasers will make their own tests to determine the suitability of these products for the particular use. We assume no liability or responsibility for any damage to person or property resulting from or incident to the use of our products. Statements concerning the use of FlameOFF® Coatings, Inc. products are not be construed as recommending the infringement of any patent, and no liability for infringement arising out of any such use is assumed.



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TERMS AND CONDITIONS (CONTINUED)

All prices, terms and conditions stated are current and subject to change without notice by Seller. Buyer agrees to pay in accordance with prices, terms and conditions in effect at time of purchase. Cash discount, if any is indicated, will apply only on the net amount of invoice after deducting transportation charges and taxes thereon, unless otherwise specified, and will only be allowed if payment is made within the time stated, and provided there are no past due items. A service charge on past due items will be the maximum allowed by state usury laws. No anticipation deductions are allowed. In the event legal or collections action becomes necessary in Seller's opinion, Buyer shall be liable for legal and collection fees. All taxes and excises of any nature whatever now or hereafter levied by government authority, whether federal, state, or local, either directly or indirectly upon the sale or use of any material covered hereby, or upon the subject matter hereof or upon transportation charges, shall be paid and borne by the Buyer, unless prohibited by law. Any increase in transportation rates, or any changes in routing requested by the Buyer which result in increased transportation costs, will be at the Buyer's expense.

Seller shall not be liable for failure to ship or delays in delivery by reason of the following: natural nor civil disasters, governmental regulations, shortage of delivery vehicles or delays in transit, strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, shortages of products or raw materials, or any other cause beyond Seller's control, whether or not of a class or kind mentioned herein.

Should the financial responsibility of the Buyer at any time appear unsatisfactory to the Seller, the Seller reserves the right to require payment for any shipment hereunder in advance, or require satisfactory security. If the Buyer fails to make payment in accordance with the terms hereof, or fails to comply with any provision hereof, the Seller may cancel any unshipped portion of the Buyer's orders. Buyer shall remain liable for all unpaid accounts and entire account shall immediately come due and payable. Should litigation become necessary, the Buyer agrees to a change of venue at the discretion of the Seller. Where Buyer desires to cancel any order for special materials or products not normally carried in stock by Seller, Buyer shall be required to make payment as follows: In full for finished items, and where only unprocessed materials are involved, the cost of material plus 15%.

No terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon the Seller unless in writing and signed and approved in advance by an officer of the Seller. No modification of any of these terms shall be affected by Seller's shipment of products following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein. At Seller's option, disputes of any kind may be brought to arbitration according to the rules of the American Arbitration Association and judgment upon the award rendered may be entered in the highest court, state or federal, having jurisdiction. The sale of the products shall be subject to these Terms and Conditions of Sale, Including those limiting warranties, as set forth in Seller's invoices. No agent, employee, or representative of the Seller, its subsidiary or affiliated companies is authorized to modify this statement.

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