

Gancarz Painting Inc, Warranty/Terms of Service

Pennsylvania Home Improvement Contractor Registration Number- PA119986.

- Gancarz Painting Inc agrees to maintain liability insurance of at least \$1M for your protection.
- After the due date of the first invoice, unpaid balances may be subject to a 2% monthly late charge.
- After 60 days past due, collection for unpaid balances will be outsourced to a 3rd party agency.
- All quotes may be withdrawn by us if not accepted within 30 days.
- Projects over \$ 2,000 may be subject to a 2% surcharge fee if paying by card.

Subject to the limitations set forth below, for a period of two years from the date of completion of the work described on the front of your contract, Gancarz Painting will repair any failing paint resulting from defective workmanship of painting services performed that were listed in the contract. This warranty is in lieu of all other warranties, expressed or implied.

Our responsibility is limited to correcting the condition as indicated above. This warranty is not transferable.

- This warranty excludes, and in no event, will Gancarz Painting Inc be responsible for consequential or incidental damages caused by accident or abuse, normal wear and tear, temperature changes, settlement or moisture; i.e., nail pops or cracks caused by expansion and/or contraction. Cracks will be prepared/repared as indicated at time of job but will not be covered under this warranty.
- We cannot be held liable for any changes/movement of your property/structure due to forces of nature which we cannot control and could make a coating fail.
- We cannot be held liable for any coating failures which are a result of poor ventilation/moisture control, issues in structure or any other defect which is out of our control. The defect should be repaired before painting and it is not our responsibility to search for defects which are out of our trade/area of expertise.

Exclusions also include:

- Paint failure due to rotted wood, structural defects, moisture intrusion, failure of previous paint coatings and insect infestation. (It is the customers decision to have these issues fixed by us or others prior to painting.)
- Paint failure on projects where customer chose to bypass our recommendation of proper preparation, product, use or system to save on price.
- Projects where Gancarz Painting Inc did not supply the paint or other materials.
- Projects that were not performed by Gancarz Painting.
- Painted surfaces made of, or containing, galvanized metal.
- Defects on horizontal surfaces or any surface that allows moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, and wood gutters, etc..
- Any repairs which are necessitated because of defects in the paint regardless of whether the paint was supplied by the contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Our paint/stain failing due to peeling or poorly adhering coats applied prior to the work performed by Gancarz Painting Inc. Unless mentioned/written on your contract, our quotes rarely include complete stripping of previous finishes. To fix an issue of failing paint due to a poor paintjob in the past, you must inform us that you want the paint stripped so we can include the price for complete removal of existing finishes down to a solid base or original substrate.

Gancarz Painting, Inc is not responsible for exact paint match when performing warranty work, as environmental conditions will affect the color and finish of all paints over time.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

Pay the full agreed contract price - Retain a copy of the original signed contract - Retain a copy of your cancelled check or other evidence of payment in full - Pay for all materials used to perform the repairs.