



Limited Warranty for Permalac Products

- **Limited Warranty.** Peacock Laboratories, Inc. (“Peacock”) expressly warrants to each original purchase of Permalac (a “Purchaser”), a product manufactured by Peacock, as follows (this “Limited Warranty”):
 - o Permalac conforms to the specifications outlined in its respective safety data sheets at www.permalac.com.
 - o Provided that Permalac is used only for the applications specified in, prepared for application as directed in, and applied in strict accordance with all instructions outlined in its online documents found at www.permalac.com (the “Instructions”), Peacock warrants that Permalac will not chip, fade, or peel as a result of exposure to atmospheric weather conditions, including ultraviolet light, wind, and salt air, for up to ten (10) years from the date of application (the “Warranty Period”). The Warranty Period is a window that can vary depending on whether the application is indoors or outdoors, the substrate on which it is applied, and the degree of wear and tear experienced. The Warranty Period averages 3-5 years (from the date of applications) for outdoor applications. The Warranty Period averages 8-10 years (from the date of application) for indoor applications. These values vary for wood, concrete, and stone. Permalac application on wood, concrete, and stone tends to display shorter durability spans due to the nature of these respective substrates as being porous and absorbent. Thus, as a result, the finish gets absorbed in and fades

quickly. The Warranty Period for wood, concrete, or stone averages 6 months to 1 year, usually maintaining a maximum of 2 years (from the date of application). This can be extended by a year or so using heavy-duty Permalac products (e.g., Permalac 2K) instead of the single component products.

- o The technical data sheets for Permalac can be found at www.permalac.com. These data sheets detail the protocols for applying Permalac on various substrates, whether metal, wood, stone, or cement. Peacock recommends applying Permalac directly to substrates following appropriate preparation methods. The minimum number of coats of Permalac recommended for indoor substrates is 3. The minimum number of coats of Permalac recommended for outdoor substrates is 4. These numbers vary greatly depending on the ambient environment in which the product is applied and where the substrate is finally installed; these values can be provided by Peacock's technical support department directly.
 - o The instructions for maintaining and reapplying Permalac are in its application and data sheets, available at www.permalac.com. To ensure maximum product performance, maintenance should be performed on average every 3-5 years. If incorrect maintenance is performed on Permalac, the limited warranty will be voided immediately.
 - o **This Limited Warranty does not apply if Permalac was used for a purpose not specified in the Instructions if it was stored at temperatures below 32 degrees Fahrenheit or exceeding 110 degrees Fahrenheit, or if it was used on surfaces exposed to foot traffic.**
 - o It is highly recommended that the appropriate application of Permalac be documented with signatures and witnesses, for example, to ensure that proof can be provided to Peacock if a warranty claim is opened in the future.
- **No Other Warranties.** Except for this limited warranty, Peacock does not make, and Peacock disclaims any other warranties, including any implied warranties of

merchantability or fitness for a particular purpose. This limited warranty excludes all other statutory, express, or implied warranties and warranties arising from dealing or using trade. Upon the expiration of the Warranty Period, this limited warranty shall automatically terminate.

- Warranty Claims. Any claim by a Purchaser under this Limited Warranty must be submitted to Peacock, in writing, within thirty (30) days after the discovery of the alleged defect but before the expiration of the Warranty Period (a “claim”). A Claim must contain detailed information regarding the nature of the alleged defect and be submitted on the Permalac website at www.permalac.com OR by sending the details directly to the customer care team at sales@peacocklabs.com. Failing to file a Claim within the timeframe and with the information described above shall void this Limited Warranty regarding any such Claim.
- Disputed Claims. Suppose a Purchaser submits a Claim to Peacock during the Warranty Period. In that case, Peacock shall have the right, upon written notice to the Purchaser, to investigate the Claim by requesting additional information or conducting a physical inspection of the product to which Permalac has been applied. In a dispute regarding a Claim, Peacock shall act in good faith to negotiate a mutually acceptable resolution with the Purchaser.
- Sole Liability. Peacock’s sole liability under this Limited Warranty is to provide the Purchaser, at Peacock’s sole cost, with a new supply of Permalac sufficient to re-coat the product to which Permalac has been applied. In no event will Peacock be responsible for (a) any special, incidental, or consequential damages allegedly resulting from the possession, use, misuse, function, or malfunction of Permalac; (b) any flaw in the method of or arising out of or relating to, the application of Permalac to any product; or (c) any physical damage to a product to which Permalac has been applied.
- Voiding of Limited Warranty. This Limited Warranty shall be voided and shall not apply if Permalac is: (i) used for a purpose other than for the purpose for which it

was designed and intended to be used; (ii) improperly stored, handled, or applied; (iii) altered in any manner after delivery to the Purchaser; or (iv) subjected to abnormal wear and tear or other abnormal conditions as on floors subject to foot traffic; (v) modified by introducing any non-native or outside ingredients/constituents into its formula (including tints, resins, flatteners, etc.).

This limited warranty was last updated on November 25th, 2024.