

Certificate of Warranty

Conditions of Contract

DEFINITIONS & CONDITIONS OF THIS CONTRACT

COLORS – Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, Richtone will charge for time and material expense accrued from any additional color(s). Each additional color applied to the building for approval, beyond what Richtone applies free of charge will result in a \$20.00 per color charge.

UNFORSEEN CONDITIONS – Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL – This proposal is valid for only 60 days after being recorded. Richtone should be informed of your desire to have the work done and must pick up a signed copy of the proposal before work is to be stated.

TIME FRAME – Delays caused by acts of God are beyond the control of Richtone and do not constitute abandonment of the job. Furthermore, such occurrences are not included in any calculation of time frames for performance and payment.

ATTENTION CUSTOMER:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, SEE THE BELOW NOTICE OR CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, IF YOU CANCEL ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING, OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO

(Name of Seller)

(Address of Seller's Place of Business)

NOT LATER THEN MIDNIGHT OF _____

(Date)

I HEREBY CANCEL THIS TRANSACTION. _____

(Date)

(Buyer's Signature)

PRE-LIEN NOTICE

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and gave you timely notice.

RICHTONE LIMITED (3) THREE YEAR GUARANTEE

For a period of thirty-six months from the date the job is signed off, Richtone warrants against peeling and blistering due to defective workmanship. For the warranty to be affective, you the customer, must:

1. Pay the full contract price.
2. Complete the Customer Evaluation.
3. Retain a copy of the original contract.
4. Contact Richtone at the phone number on the front of this contract to schedule repairs.
5. Purchase all materials needed for the completion of warranty work.

Under those conditions, Richtone will:

1. Perform repairs with no labor charge to the original purchaser.
2. Perform any covered repairs to the level of surface preparation specified on the contract.
3. Perform covered repairs only on the specific areas where peeling or blistering has occurred.
4. Perform covered repairs during only those months in which the temperature is in accordance with the Paint Manufacturers recommendations. (If said repairs are unable to be made because of the weather factor, all covered repairs will be performed the following year, no earlier than May 1st.)

The following is not warranted unless these areas are specifically identified and initialed by an authorized Richtone representative:

- Moisture damage:
- Wooden gutters, painted or stained roofs:
- Client Supplied paint of lesser quality than what Richtone applies:
- Exterior varnished surfaces:
- Galvanized metal:
- Bleeding knots, rust, or cedar:
- Mill-glazing from smooth cedar:
- Peeling of previous paint layers:
- Cracks in plaster/dry wall:

The warranty does not cover:

1. Mildew, which is strictly an environmental condition.
2. Failure due to structural or design conditions.
3. Paint match. We will match the paint as closely as possible. However, repairs performed one or two years later are not likely to match perfectly.
4. Rotten wood, which should be replaced prior to painting, and/or not painted.

THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY RICHTONE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY IS APPLICABLE ONLY TO PAINTING SERVICES PROVIDED TO THE ORIGINAL PURCHASER WHO IS IDENTIFIED ON THE PROPOSAL. RICHTONE SHALL NOT BE LIABLE FOR, INCIDENTAL, CONSEQUENTIAL DIRECT OR INDIRECT DAMAGES RESULTING FROM BREACH OF THIS WARRANTY.