



SHERWIN-WILLIAMS®

Protective & Marine Coatings

SANITARY SEWER INFRASTRUCTURE LINING AND REHABILITATION LIMITED WARRANTY (Material Only)

“Project Owner”:

Project Name/Description (“Project”):

Project Address:

Warranty Type: Please Select

Coatings System: Consisting of the following

- (a) **Resurfacer:** Choose an item.
- (b) **Lining:** Choose an item.
- (c) **Chimney Seal:** Choose an item.
- (d) **Bench & Inverter Lining:** Choose an item.

Suitable Substrate:

“Applicator”: | |

“Date of Substantial Completion”: Future Date (TBD)

Warranty Period: Choose an item. From Date of Substantial Completion

1. **WARRANTY COVERAGE.** The Protective and Marine Division of The Sherwin-Williams Company (“**Sherwin-Williams**”) warrants that when applied to a Suitable Substrate in accordance with Sherwin-Williams’ recommended application instructions and the project specifications, if the Coating System exhibits a Covered Warranty Claim during the Warranty Period, Sherwin-Williams shall determine the amount of product that is necessary to repair the Covered Warranty Claim and will provide such replacement product to Project Owner at no cost. Sherwin-Williams’ entire liability and Project Owner’s sole and exclusive remedy under this Limited Warranty shall be for Sherwin-Williams to provide replacement products to repair any Covered Warranty Claim. Any replacement products provided by Sherwin-Williams shall be covered by this Limited Warranty for the remainder of the Warranty Period.
2. **COVERED WARRANTY CLAIM.** “**Covered Warranty Claim**” shall mean a Coating System that allows influent to come into direct contact with the Suitable Substrate and results in corrosion of the Suitable Substrate in excess of 1/8”.
3. **CONDITIONS OF WARRANTY COVERAGE.** Any coverage under this Limited Warranty is subject to the following conditions:
 - (a) the Coating System must be purchased directly from Sherwin-Williams, applied within its published shelf life and Sherwin-Williams must be paid in full for all materials and services.
 - (b) Project Owner and Applicator shall be responsible for (i) the proper storage and product handling and (ii) proper application of the Coating System in strict accordance with the attached “**Product Data Sheets**” and project specifications, including with respect to proper surface preparation, application, dry film thickness and other requirements.
 - (c) Project Owner and Applicator shall ensure discontinuity (holiday) testing in accordance with NACE SP0188 is conducted to confirm the Coating System is applied free from holidays and pinholes.
 - (d) Within twenty-four (24) hours after the Applicator completes application of the Coating System, Project Owner shall ensure spark testing is conducted and passes.

- (e) Notwithstanding any periodic visits to the Project or representations made by any employee of Sherwin-Williams, Project Owner and Applicator remain responsible for the proper application of the Coating System.
 - (f) Sherwin-Williams may make itself available to Project Owner to conduct joint inspections of the Coating System on an annual basis during the Warranty Period to determine what, if any, maintenance or remedial work needs to be performed on the Coating System and which party has the responsibility to perform any such work; provided, however, annual inspections by Sherwin-Williams shall not relieve or discharge Project Owner's responsibility to properly maintain, inspect and make any repairs to the Coating System as provided in this Limited Warranty. Project Owner shall be responsible for scheduling and coordinating such inspections with Sherwin-Williams.
4. **EXCLUSIONS FROM WARRANTY COVERAGE.** Covered Warranty Claim does not include any other type of Coating System-related condition, defect or damage, including but not limited to, those caused by or related to the following:
- (a) improper application of the Coating System including improper surface preparation or film thickness;
 - (b) the use or application of any products (patches, fillers, undercoats, topcoats, etc.) not recommended or approved in writing by Sherwin-Williams for use with the Coating System;
 - (c) failure to properly maintain the Coating System or Suitable Substrate including, but not limited to, preventative maintenance, regular inspections and cleaning, and any failure to make proper repairs to the Coating System using products approved by Sherwin-Williams for use with the Coating System or Suitable Substrate;
 - (d) any structural failures including failures of or damage to the Suitable Substrate relating to design, installation, construction, structural settling, movement or improper drainage;
 - (e) exposure to any corrosive or aggressive atmospheric conditions including, without limitation, those contaminated with chemicals, fumes or exposure to harmful solids outside of typical exposure to municipal wastewater and hydrogen sulfide exposure;
 - (f) any damage or failure unrelated to the performance of the Coating System or caused by any person or entity (other than Sherwin-Williams) including, but not limited to, (i) abrasions, tears, punctures, mechanical damage, staining or bleeding or (ii) damage or defects caused by fire, explosion, flood, war, riots, acts of God, damaging weather conditions (hurricane, tornado, earthquake, etc.), falling objects, change of use, misuse, alteration, abuse, negligence, or any other similar circumstance.
5. **EXCLUSIVE REMEDY; LIMITATION OF LIABILITY.** THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES REGARDING THE COATING SYSTEM. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SHERWIN-WILLIAMS MAKES NO OTHER WARRANTIES OF ANY KIND REGARDING THE MANUFACTURE, SALE, INSTALLATION AND/OR PERFORMANCE OF THE COATING SYSTEM. SHERWIN-WILLIAMS HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

SHERWIN-WILLIAMS' ENTIRE LIABILITY AND PROJECT OWNER'S SOLE AND EXCLUSIVE REMEDY RELATING TO THE COATING SYSTEM SHALL BE LIMITED TO SHERWIN-WILLIAMS PROVIDING REPLACEMENT COATING FOR COVERED WARRANTY CLAIMS TO THE EXTENT PROVIDED HEREIN. IN NO EVENT SHALL SHERWIN-WILLIAMS BE LIABLE TO PROJECT OWNER OR ANY THIRD- PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF USE ARISING FROM ANY CAUSE WHATSOEVER.

6. **CLAIMS.** Any claims under this Limited Warranty must be made in writing to Sherwin-Williams within thirty (30) days of discovery and prior to expiration of the Warranty Period. All claims must be sent to: The Sherwin-Williams Company, 101 W. Prospect Avenue, Cleveland, OH 44115, Attention: Vice-President - Sales, Protective & Marine Division. Any claim under this Limited Warranty must contain (i) a description of the Coating System-related condition and alleged defect and (ii) the date on which the Project Owner first had constructive or actual notice of the condition and defect. Sherwin-Williams must be given access to and have an opportunity to inspect the Coating System and perform any required testing to make a determination on the claim.
7. **MISCELLANEOUS.** This Limited Warranty may not be transferred or assigned by Project Owner. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the principles of conflicts of laws and any dispute arising out of this Limited Warranty shall be decided exclusively in a federal or state court located in Cuyahoga County, Ohio. The waiver of a breach of any provision of this Limited Warranty shall not constitute a waiver of a prior, concurrent, or subsequent breach of the same or of any other provision hereof.

8. **ENTIRE AGREEMENT.** This Limited Warranty constitutes the entire agreement between Sherwin-Williams and Project Owner concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or warranties between the parties concerning the subject matter hereof.

This Limited Warranty shall not become effective until it is signed by an authorized representative of Sherwin-Williams.

Authorized Signature: By: _____ Date: _____

Name: Murray Heywood Title: Water & Wastewater Regional Market Manager North America

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