

DUNN-EDWARDS TERMS OF SALE (OUR TOS)



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

1. Terms Govern all Sales.

These Terms of Sale (our "Terms of Sale" or "TOS") govern the sale of all Products by Dunn-Edwards Corporation ("Dunn-Edwards," "us," or "we") to any customer of Dunn-Edwards ("Customer" or "you"), including, without limitation, Products that are picked up by Customer at Dunn-Edwards' stores, Products that are delivered to Customer using Dunn-Edwards' trucks, and Products that are shipped to Customer using common carriers.

Our TOS shall have control over any conflicting terms in any Purchase Order, any Dunn-Edwards Application & Summary Terms of Sale ("ASTOS"), and any other document or communication from Customer. Neither Dunn-Edwards' acknowledgment of a Purchase Order nor Dunn-Edwards' failure to object to conflicting terms in a Purchase Order, ASTOS, or other Customer document shall be deemed an acceptance of any conflicting terms or a waiver of the provisions of the TOS.

As described in the Terms of Use (TOU) set forth at www.dunnedwards.com, Dunn-Edwards is pleased to permit Customer to have online access to Dunn-Edwards' point-of-sale receipts, invoices, statements of account, account balances, account payment history and related information by registering for an online account. Once Customer establishes an online account, Customer may choose to opt-out of receiving paper invoices and account statements from Dunn-Edwards. By opting-out, Customer acknowledges and agrees that Customer will no longer receive any Dunn-Edwards paper invoices or statements of account and that Customer will instead be responsible for viewing and being aware of such invoices, statements of account, and related information in Customer's online account. In this regard, Customer would be notified by email at the last known email address provided by Customer pursuant to the TOU (including, without limitation, the Privacy Policy portion of the TOU) whenever a new Dunn-Edwards invoice or statement of account is available for Customer to view and print at Dunn-Edwards' website. In connection with viewing its invoices and statements of account at Dunn-Edwards' website, Customer would also be able to view and print copies of its point-of-sale receipts.

2. Definitions.

For purposes of the TOS, "Products" shall mean all products that are sold by Dunn-Edwards, including both products that are manufactured by Dunn-Edwards ("Manufactured Products") and products that are manufactured by other manufacturers but sold by Dunn-Edwards ("Distributed Products"); "Non-Stock Items" shall mean all custom-tinted paint, all wall coverings of any kind, all Manufactured Products that are manufactured to Customer's order or packaged in special packaging per Customer's request, and all Distributed Products that are special ordered for Customer; "Purchase Order" shall mean a Customer order for Products; "Order Acceptance" shall mean a written or electronic order acceptance or invoice issued by Dunn-Edwards to Customer in response to a Purchase Order; and "Accepted Order" shall mean a Purchase Order that has been accepted by Dunn-Edwards' (a) issuance of an Order Acceptance to Customer; or (b) delivery or shipment of the Products to Customer.

3. Ordering Procedure.

3.1 Purchase Orders. Customer may order Products by submitting a Purchase Order to Dunn-Edwards at a Dunn-Edwards store specifying the Products and the quantities desired. Purchase Orders may be in verbal or written form; provided, however, that Dunn-Edwards may require that any or all verbal Purchase Orders be confirmed in writing; and provided further, that until further notice, Dunn-Edwards shall accept no Purchase Orders through its website. If Customer requires the use of Purchase Order numbers, Customer must provide appropriate instructions to Dunn-Edwards in writing.

3.2 Accepted Orders. A Purchase Order shall not be deemed accepted by Dunn-Edwards until it becomes an Accepted Order. Receiving an order acknowledgment via email or some other means does not guarantee the acceptance of a Purchase Order. Dunn-Edwards reserves the right to limit the quantity of Products sold to and/or to refuse to sell to any Customer. A Purchase Order for Distributed Products that are special ordered for Customer must meet the minimum order quantities of the related vendor; Dunn-Edwards will not "break cases" to accommodate orders for such Distributed Products. An Accepted Order shall constitute a binding commitment for the purchase and sale of the Products in question, the terms of which shall include the identification of the Products in the Purchase Order, plus the terms of any Order Acceptance, together with these TOS.

3.3 Authority of Customer's Agents. Except to the extent that Dunn-Edwards is otherwise advised by Customer in writing of the names of those who are not so authorized, Dunn-Edwards shall have the right to accept Purchase Orders from and otherwise deal with any agents or employees of Customer or other individuals who appear to have authority to act on Customer's behalf. Without limitation on the above-described right, Customer shall, if requested to do so by Dunn-Edwards, provide Dunn-Edwards with (and update when necessary) a list of agents or employees who are confirmed as authorized to act for Customer in Customer's dealings with Dunn-Edwards. Customer shall promptly notify Dunn-Edwards in writing if at any time any agent or employee of Customer who has been dealing with Dunn-Edwards on Customer's behalf leaves Customer's employment, or otherwise ceases to be authorized to act for Customer. If Customer has an online account with Dunn-Edwards as described in the TOU on Dunn-Edwards' website, then Customer notifications to Dunn-Edwards under this Section 3.3 may be given to Dunn-Edwards through Customer's online account. Anything to the contrary in these TOS notwithstanding, by accepting delivery of any Products from Dunn-Edwards, Customer shall be deemed to have ratified the Purchase Order for such Products, regardless of whether or not the person who submitted the Purchase Order had actual authority to act for Customer.

4. Order Cancellation.

No Accepted Order may be cancelled without Dunn-Edwards' consent, which consent may be given or withheld by Dunn-Edwards in its sole discretion. Orders for paint or coatings manufactured or tinted to Customer's specifications cannot be cancelled, and Dunn-Edwards may require the payment of a restocking fee as a condition to the cancellation of any other Accepted Order.

5. Shipping and Delivery Terms; Acceptance of Products.

5.1 Shipping and Delivery Terms. Unless otherwise agreed between Dunn-Edwards and Customer, all Products covered by any Accepted Order shall be delivered to Customer by Dunn-Edwards' making such Products available for pickup by Customer at the Dunn-Edwards store where the Purchase Order for such Products was accepted. Dunn-Edwards may also, in its discretion and upon Customer's request, deliver Products covered by an Accepted Order to a job site or other location designated by Customer using Dunn-Edwards trucks, and/or ship the Products to a location designated by Customer using common carriers. Dunn-Edwards may, at its option, require that a Customer representative be present and sign for any Products that are delivered to Customer using Dunn-Edwards trucks or common carriers. If Customer requests, either verbally or in writing, that Products be delivered to Customer using Dunn-Edwards trucks or common carriers with no Customer representative present to sign for the Products, Dunn-Edwards may, at its option, comply with such request, in which event Customer shall bear the risk of any Product damage, losses, or shortages. Delivery shall be deemed complete, and title and risk of loss shall be deemed to pass from Dunn-Edwards to Customer, when the Products are made available for pickup by Customer at a Dunn-Edwards store, when the Products are delivered by Dunn-Edwards trucks to the location designated by Customer, or when the Products are delivered to a common carrier, as the case may be. Dunn-Edwards shall use reasonable business efforts to comply with any delivery schedule that is requested by Customer and agreed to by Dunn-Edwards, or, if no such schedule is agreed upon, to deliver the Products to Customer as soon as reasonably possible after the Purchase Order is accepted by Dunn-Edwards. However, in no event shall Dunn-Edwards be liable to Customer for any damages that Customer may suffer due to Dunn-Edwards' failure to deliver any Products on a timely basis. Any Products shipped to Customer via common carrier shall, except to the extent otherwise agreed by Dunn-Edwards in writing, be sold FOB Dunn-Edwards' store or warehouse, and all freight and insurance costs shall be borne by Customer.

5.2 Acceptance of Products. Customer shall be responsible to inspect all Products promptly after delivery thereof. Customer shall be deemed to have accepted any Products unless written notice of rejection is received by Dunn-Edwards within ten days after delivery of the Products. Customer waives any right to revoke acceptance thereafter. Customer shall report any discrepancy in shipment quantity or damage within ten days after delivery. If no discrepancy is reported within such time period, any claims for Product shortages or damage shall be waived.

6. Returns; Unclaimed Products.

6.1 Non-Stock Items. Non-Stock Items shall not be returnable by Customer, except that Dunn-Edwards may, from time to time in its sole discretion, accept the return of complete, unopened bolts of wall coverings, subject to a 25% restocking fee.

6.2 Requirements for Product Returns. Any Products purchased by Customer from Dunn-Edwards other than Non-Stock Items may be returned to any Dunn-Edwards store provided that the return meets the terms and conditions set forth in this Section 6.2. Products may be returned by the original Customer only, and all returns must be made within 30 days of the date of delivery to Customer. Original proof of purchase and Customer ID acceptable to Dunn-Edwards are required for all returns, and the returned Products must be in new, undamaged, unopened condition, including the original packaging. All freight, insurance, and other charges relating to the delivery to Dunn-Edwards of any returned Products must be paid by Customer. The full purchase price of any Products that are returned to Dunn-Edwards in conformity with the return policy stated in this Section 6.2 will, subject (at Dunn-Edwards' option) to a 7.5% restocking charge, be (a) credited to Customer's account no later than 14 days after the Products are accepted for return, if the Products were purchased on credit; (b) refunded to Customer in cash or (at Dunn-Edwards' option) by check, if the Products were purchased for cash or by check; or (c) credited to Customer's credit card, if the Products were purchased by credit card. Dunn-Edwards may, at its option, issue any refund checks to Customer from Dunn-Edwards' central accounting offices, and mail the checks to Customer at Customer's address as shown on Dunn-Edwards' records. If, in its sole discretion, Dunn-Edwards elects to accept the return of any Products without requiring an original proof of purchase, the refund may be made in the form of a store voucher, which must be redeemed within 120 days, and is usable only for future purchases of Products from Dunn-Edwards.

6.3 Unclaimed Products. Any Products held by Dunn-Edwards for pick-up by Customer at a Dunn-Edwards store for a period of 14 days or more ("Unclaimed Products") may, at Dunn-Edwards' option, and without any notice to Customer, be deemed to be returned Products, subject to the terms of Sections 6.1 and 6.2 above. However, if the Unclaimed Products are Non-Stock Items, Dunn-Edwards may, at Dunn-Edwards' option, donate them to charity, deliver them to a paint recycler, or otherwise dispose of them. Although Dunn-Edwards may make an effort to contact Customer before disposing of any Unclaimed Products that are Non-Stock Items, Dunn-Edwards shall not be required to do so, and in no event shall Dunn-Edwards be required to account to Customer for any proceeds realized by Dunn-Edwards upon its disposal of any such Unclaimed Products pursuant to the provisions of this Section 6.3. Further, in no event shall any such disposal of Unclaimed Products limit or affect Customer's obligation to pay the full purchase price of same.

7. Force Majeure.

For purposes of the TOS, "Force Majeure Events" shall mean: (a) inclement weather, earthquakes, fire, strikes or actions by labor unions, accidents, delays by carriers, shortages of materials or labor, and other delays or causes beyond Dunn-Edwards's reasonable control; or (b) acts or omissions of Customer. Dunn-Edwards shall not be liable for any failure or delay in filling any Accepted Order to the extent that the failure or delay is due to a Force Majeure Event, or due to incomplete or inaccurate information being supplied in the Purchase Order (such as, for example, partial or incorrect addresses or Product descriptions).

8. Pricing.

The prices for all Products sold to Customer shall be the non-discounted retail or store prices then being charged at the Dunn-Edwards store that accepts Customer's Purchase Order; provided, however, that if Customer has an account with Dunn-Edwards, Customer shall be entitled to any discounts that are applicable to such account, as specified by Dunn-Edwards from time to time. It is understood and agreed, in this connection, that (a) Dunn-Edwards may change the retail or store prices it charges at any of its stores at any time and from time to time in its sole discretion, and without prior notice to Customer; (b) the retail or store prices that Dunn-Edwards charges at its stores may vary from store to store; (c) any agreements for discounts, rebates, or other special pricing for Customer must be in writing; (d) Dunn-Edwards may terminate or change the conditions applicable to any account arrangement that Dunn-Edwards has with Customer at any time or from time to time in Dunn-Edwards' sole discretion upon written notice to Customer; and (e) if Customer establishes a credit account with Dunn-Edwards that provides Customer with any discounts, rebates, or other special pricing terms, such discounts, rebates, or other special pricing terms shall apply only to Products that Customer purchases using such credit account, and shall not apply to any Products that Customer purchases in any other way (such as by credit card, check, cash, etc.). Rebates and coupons that are provided by manufacturers of any Distributed Products are subject to the terms that are specified by the manufacturer of the Products in question.

9. California AB 1343 Recovery Fee; Sales Tax.

9.1 California AB 1343 Recovery Fee. As required by law, starting on October 19, 2012, Dunn-Edwards shall add an architectural paint stewardship assessment ("AB 1343 Recovery Fee") to the purchase price of any architectural paint it sells in California. The AB 1343 Recovery Fee is intended to fund the collection, transportation, recycling, and proper disposal of architectural paint, and also to pay for consumer education and administrative costs. The AB 1343 Recovery Fee may be shown as a separate line item on Dunn-Edwards' invoices or receipts to California paint retailers and distributors, and may also be shown as a separate line item on Dunn-Edwards' invoices or receipts to its California retail customers. But irrespective of whether or not the AB 1343 Recovery Fee is shown as a separate line item on Dunn-Edwards' invoices or receipts, Customer shall be required to pay the AB 1343 Recovery Fee on all of its California purchases of architectural paint commencing October 19, 2012. The AB 1343 Recovery Fee is based on container size, and, until changed by applicable law, regulation, and/or action of the stewardship organization that manages the AB 1343 program, shall be as follows:

Half pint or less	\$0.00
More than half pint to less than one gallon	\$0.35
One gallon	\$0.75
More than one gallon to five gallons	\$1.60

Dunn-Edwards shall have the right to charge Customer for any AB 1343 Recovery Fee owing with respect to any Products purchased by Customer that was not appropriately charged at the time of sale.

9.2 Sales Tax. Customer shall be charged sales tax on all Products purchased by Customer, except to the extent that Customer shall establish to Dunn-Edwards' satisfaction (whether through the presentation of a resale card or otherwise) that the sale in question is exempt from sales tax. Except in the case of exempt sales, sales tax shall also be charged on any AB 1343 Recovery Fee that may be payable by Customer in connection with any purchase of Products. Dunn-Edwards shall have the right to charge Customer for any sales tax owing with respect to any Products purchased by Customer that was not appropriately charged at the time of sale.

9.3 Price Quotations and Percentage Discounts. Except to the extent otherwise agreed by Dunn-Edwards from time to time, any prices quoted to Customer by Dunn-Edwards shall exclude any AB 1343 Recovery Fee or sales tax, and any percentage discount that is offered to Customer by Dunn-Edwards shall be calculated on the basis of net prices, before the addition of any AB 1343 Recovery Fee or sales tax.

10. Payment.

10.1 Payment Terms. Payment for all Products sold to Customer (including AB 1343 Recovery Fees and/or sales tax, if applicable) shall be due upon delivery or shipment; provided, however, that if Customer has a credit account with Dunn-Edwards, Customer shall be entitled to any credit terms that are applicable to such account, as specified by Dunn-Edwards from time to time. It is understood and agreed, in this connection, that (a) all credit terms granted to Customer must be confirmed by Dunn-Edwards in writing, and, at Dunn-Edwards' option, must also be approved by Customer in writing; and (b) Dunn-Edwards may terminate or change the conditions

applicable to any credit arrangement that Dunn-Edwards has with Customer at any time or from time to time in Dunn-Edwards' sole and absolute discretion upon written notice to Customer, in which event Customer may thereafter be required by Dunn-Edwards to pay for all Products at or before the time that Customer takes possession. Customer shall be assessed a service charge on all past-due invoices of 1-1/2% for each month or partial month that accrues between the due date and the date they are paid. Dunn-Edwards reserves the right to increase the amount of the service charge assessed on future past-due invoices at any time upon written notice to Customer. If any amount owing by Customer to Dunn-Edwards is not paid when due, Customer shall pay all costs of collection, including, without limitation, reasonable attorneys' fees incurred by Dunn-Edwards in connection with such collection, whether or not a suit is filed.

- 10.2 Application of Payments. Dunn-Edwards will apply each Customer payment to the invoice or invoices that are designated by Customer in Customer's remittance advice or equivalent communication, or, if there is no such designation, to the oldest open invoices. However, if any invoices are past due, Dunn-Edwards may, in its sole and absolute discretion, apply any payment received to any past-due invoices, irrespective of any remittance advice or other communication that may accompany Customer's payment.
- 10.3 Forms of Payment. Dunn-Edwards accepts the following forms of payment only: cash, credit card (MasterCard, Visa, Discover, and American Express only), wire transfer, or, if approved by Dunn-Edwards either verbally or in writing, personal or company check. Dunn-Edwards may accept credit card payments over the phone, or, at its option, may require that credit card payments be made by physically presenting the credit card at a Dunn-Edwards store. Dunn-Edwards may require that payments by credit card or check be accompanied by an ID acceptable to Dunn-Edwards.
- 10.4 Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. If your payment is returned unpaid, you authorize us to collect a fee of \$15.00 through an electronic funds transfer from your account. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Using information from your check (but not the check itself) to make a one-time electronic funds transfer from your account is often referred to as an "electronic check conversion" and is governed by the federal Electronic Fund Transfer Act. Since funds may be withdrawn from your account under electronic check conversion as soon as the same day we receive your payment, you should be sure there are sufficient funds in your account when you present your check to us for payment.
- 10.5 Check Transaction Processing. In addition to electronic check conversion, your check may be processed as a check transaction through (i) an electronic check image exchange, (ii) a substitute check, or (iii) traditional paper clearing. Typically, (x) an "electronic check image exchange" involves the electronic transmission for payment of an image of your check, usually under an image exchange agreement between the relevant financial institutions; and (y) a "substitute check" involves the electronic transmission for payment between the relevant financial institutions, under the federal Check Clearing for the 21st Century Act, of a paper reproduction of your check plus a statement confirming that it is a legal copy and can be used in the same way as the original. As with an electronic check conversion, when your check is processed using an electronic check image exchange or substitute check, funds may be withdrawn from your account as soon as the same day we receive your payment, which is faster than a check is normally processed through traditional paper clearing. Therefore, you should be sure there are sufficient funds available in your account when you present your check to us for payment. Furthermore, for each payment or check returned unpaid (whether returned under an electronic check conversion, an electronic image exchange, a substitute check, or traditional paper clearing), you authorize us to collect a fee of \$15.00 from you.

11. Invoice Disputes.

Should Customer wish to dispute any Dunn-Edwards invoice for any reason (such as incorrect pricing, failure to deliver Products, etc.), Customer must notify Dunn-Edwards of the dispute in writing within 60 days of the invoice date. Customer's failure to notify Dunn-Edwards of the dispute in writing before the expiration of the 60-day period shall be deemed an acknowledgment by Customer that (a) the invoice is correct, (b) Customer has received delivery of all Products that are listed on the invoice, and (c) Customer is obligated to Dunn-Edwards in the amount reflected on the invoice (except to the extent the invoice has previously been paid).

12. Standard Limited Warranty and Exclusive Remedy.

- 12.1 Standard Limited Warranty. Dunn-Edwards warrants that any Manufactured Products that are sold to Customer will, on the date of their delivery to Customer, (a) comply, within standard industry variances, with any printed specifications or descriptions that are set forth on the packaging materials or Product Information data that Dunn-Edwards provides for such Manufactured Products; (b) be free of conditions that would cause the Manufactured Products (if they are paint products) to fail to form a solid, dry film that adheres soundly to a suitable, properly prepared substrate when applied as directed by Dunn-Edwards; and (c) be merchantable and fit for the purposes for which they are intended. This warranty does not cover normal color fading, gloss loss, or chalking caused by exposure to sunlight, wind, or water; abrasion or burnishing due to scrubbing, traffic, or other wear and tear; cracking, chipping, blistering, or peeling caused by structural expansion and contraction, settling, or other movement of building components, or by water intrusion; film degradation or discoloration due to mold or mildew; or damages resulting from improper substrate preparation or paint application, extraordinary or catastrophic events, or failure to perform recommended maintenance. Recommended maintenance of painted surfaces includes frequent periodic inspection (at least once every six months) and touch-up or repair as needed in order to maintain the integrity of painted surfaces over time. Specific recommended procedures include PDCA Standard P8-00 ("Owner's Responsibility for Maintenance of Paints and/or Coatings," 2000 or most recent version), and any guidelines issued by the painting contractor on the project.
- 12.2 DISCLAIMER OF ADDITIONAL WARRANTIES. EXCEPT AS SET FORTH IN SECTION 12.1 ABOVE AND SECTION 13 BELOW, DUNN-EDWARDS DISCLAIMS ALL EXPRESS WARRANTIES WITH RESPECT TO ANY MANUFACTURED PRODUCTS. ALSO, DUNN-EDWARDS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DISTRIBUTED PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. However, nothing contained in the TOS shall limit or affect any claims that Customer might otherwise have against the manufacturers of any Distributed Products, whether under any limited warranties offered by such manufacturers or otherwise.
- 12.3 EXCLUSIVE REMEDY. IN THE EVENT OF ANY BREACH OF EXPRESS OR IMPLIED WARRANTY BY DUNN-EDWARDS RELATING TO ANY MANUFACTURED PRODUCTS (OTHER THAN THE HOMEOWNER LIFETIME LIMITED WARRANTY SET FORTH IN SECTION 13 BELOW), DUNN-EDWARDS WILL REPAIR OR REPLACE THE DEFECTIVE PRODUCTS OR, IF AGREEABLE TO BOTH PARTIES, REFUND THE PURCHASE PRICE THEREOF. HOWEVER, CUSTOMER IS RESPONSIBLE FOR CHECKING THE TINT OF ALL PAINTS BEFORE APPLICATION, AND FOR VERIFYING THE PATTERN AND COLOR OF ALL WALL COVERINGS BEFORE HANGING. IN NO EVENT SHALL DUNN-EDWARDS BE LIABLE FOR REPAIRING, REPLACING, OR REFUNDING THE PURCHASE PRICE OF ANY MIS-TINTED PAINT OR MIS-PATTERNED WALL COVERING THAT HAS ALREADY BEEN APPLIED OR HUNG. THIS SECTION 12.3 SETS FORTH THE EXCLUSIVE REMEDY FOR ANY BREACH OF EXPRESS OR IMPLIED WARRANTY BY DUNN-EDWARDS (OTHER THAN THE HOMEOWNER LIFETIME LIMITED WARRANTY SET FORTH IN SECTION 13 BELOW). IN NO EVENT SHALL DUNN-EDWARDS BE LIABLE FOR LABOR, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 12.4 TERM OF WARRANTY. ALL WARRANTIES OF DUNN-EDWARDS, WHETHER EXPRESS OR IMPLIED (OTHER THAN THE HOMEOWNER LIFETIME LIMITED WARRANTY SET FORTH IN SECTION 13 BELOW), COMMENCE ON THE DATE OF DELIVERY OF THE PRODUCTS IN QUESTION TO CUSTOMER, AND EXPIRE ONE YEAR LATER. DUNN-EDWARDS SHALL HAVE NO LIABILITY FOR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED (OTHER THAN THE HOMEOWNER LIFETIME LIMITED WARRANTY SET FORTH IN SECTION 13 BELOW), UNLESS DUNN-EDWARDS IS PROVIDED WITH WRITTEN NOTICE OF THE BREACH DURING THE APPLICABLE WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 12.5 How to Make a Warranty Claim. To make a warranty claim under this Section 12, contact your Dunn-Edwards sales representative, or contact Sales Administration at Dunn-Edwards' corporate headquarters in Los Angeles, California at 1-800-537-4098.
- 12.6 Rights Under State Law. The warranty under this Section 12 gives you specific legal rights, and you may also have other rights which vary from state to state.

13. Homeowner Lifetime Limited Warranty and Exclusive Remedy.

In addition to its standard warranty set forth in Section 12 above, Dunn-Edwards makes the special lifetime limited Warranty that is set forth in this Section 13 available to eligible homeowner Customers.

13.1 Homeowner Lifetime Limited Warranty. Dunn-Edwards warrants that its ultra-premium primer and paint finish systems, when used in accordance with the label instructions, will not (a) crack, chip, blister, or peel from properly prepared surfaces, or (b) wear down or weather to expose the underlying surface. This warranty is made to homeowner Customers only, and shall be effective for as long as you own your home. This warranty is not transferable. This warranty does not cover (i) normal color fading, gloss loss, or chalking caused by exposure to sunlight, wind, or water; (ii) abrasion or burnishing due to scrubbing, traffic, or other wear and tear; (iii) cracking, chipping, blistering, or peeling caused by structural expansion and contraction, settling, or other movement of building components, by excessive heat exposure, or by water intrusion; (iv) film degradation or discoloration due to mold or mildew; or (v) damages resulting from improper surface preparation or coating application, extraordinary or catastrophic events, or failure to perform recommended maintenance. Recommended maintenance of painted surfaces includes frequent periodic inspection (at least once every six months), cleaning to remove dirt on exterior surfaces, and touch-up or repair as needed in order to maintain the integrity of painted surfaces over time. Specific recommended procedures are included in Dunn-Edwards' How to Paint Interior and Exterior Projects Brochures.

13.2 Ultra-premium Primer and Paint Finish Systems. This warranty shall cover only "ultra-premium primer and paint finish systems," which in each case means an appropriate EVEREST®, SUPREMA®, EVERSIELD®, or ARISTOSHIELD® paint applied over an appropriate VINYLASTIC® Premium, EZ-PRIME® Premium, EFF-STOP® Premium, SUPER-LOC® Premium, BLOC-FIL™ Premium, INTER-KOTE® Premium, ULTRA-GRIP® Premium, BLOC-RUST® Premium, BLOCK-IT® Premium, or ULTRASHIELD® Galvanized Metal primer. EVEREST® paint is self-priming on most surfaces, and shall also be deemed an "ultra-premium primer and paint finish system" when applied without a primer in accordance with label instructions.

13.3 Homeowner Customers. This warranty is available to "homeowner Customers" only. For purposes of this warranty, "homeowner Customers" shall mean and include only (i) homeowner Customers who purchase ultra-premium primer and paint finish systems from Dunn-Edwards and apply (or have a painting contractor apply) such systems to their homes, or (ii) homeowner Customers who retain a painting contractor to purchase ultra-premium primer and paint finish systems from Dunn-Edwards and apply them to their homes, provided the painting contractor provides the homeowner Customer with appropriate proof of purchase.

13.4 EXCLUSIVE REMEDY. IF ANY ULTRA-PREMIUM PRIMER AND PAINT FINISH SYSTEM FAILS TO PERFORM AS WARRANTED IN SECTION 13.1 ABOVE, THE HOMEOWNER CUSTOMER SHOULD RETURN ANY UNUSED PORTIONS OR ORIGINAL PACKAGING OF THE PRIMER AND PAINT TO THE STORE WITH PROOF OF PURCHASE AND YOU WILL RECEIVE, AS YOUR SOLE REMEDY UNDER THIS WARRANTY, YOUR CHOICE OF ADDITIONAL PRIMER AND/OR PAINT OF EQUAL OR LESSER VALUE OR A FULL REFUND. THIS WARRANTY EXCLUDES LABOR OR THE COST OF LABOR FOR THE APPLICATION OF ANY PRIMERS OR PAINTS AND EXCLUDES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13.5 How to Make a Warranty Claim. To make a warranty claim under this Section 13, contact a Customer Service representative at Dunn-Edwards corporate headquarters in Los Angeles, California at 1-800-537-4098.

13.6 Rights Under State Law. The warranty under this Section 13 gives you specific legal rights, and you may also have other rights which vary from state to state.

14. Governing Law.

The laws of the State of California (U.S.A.), without regard to principles of conflicts of laws, shall govern these Terms of Sale and any dispute that might arise between Customer and Dunn-Edwards.

15. Disputes; Arbitration.

Any controversy or claim arising out of or relating to the TOS, or the breach thereof, or to any sale of Products by Dunn-Edwards to Customer, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in the closest city with a population of over 100,000 to the Dunn-Edwards store that dealt with Customer in relation to the Products in question, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary in the TOS, ASTOS, or any other agreement or document between Dunn-Edwards and Customer regarding the arbitration of disputes, Dunn-Edwards shall not be precluded from bringing suit against Customer to collect any monies owing by Customer to Dunn-Edwards for Products sold to Customer (plus related costs, attorneys' fees, and finance charges) in any court of competent jurisdiction.

16. Terms of Sale Revisions.

Dunn-Edwards may at any time revise the TOS by posting an updated version of the TOS on Dunn-Edwards' website at www.dunnedwards.com. The revised TOS shall apply to all purchases of Products effected under Purchase Orders that are received by Dunn-Edwards after the date of the revisions. Customer should therefore check Dunn-Edwards' website periodically to ensure that Customer is aware of any changes in the TOS.

17. Miscellaneous.

Section headings in the TOS are included for convenience only, and shall not affect the interpretation hereof. If any provision of the TOS is found to be contrary to law or for any reason unenforceable, then such provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect. Any alleged waiver of any breach of the TOS shall not be deemed to be a waiver of any future breach. A printed version of the TOS and/or of any notice given by Dunn-Edwards in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the TOS or any sale of Products to Customer to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by Dunn-Edwards in printed form.

18. Notices. Dunn-Edwards hereby advises Customer of the following:

18.1 Safety Notice. Before beginning any project that involves paint or other Products, please review carefully any information relating to such Products that is provided by Dunn-Edwards and/or the manufacturer of the Products, including, without limitation, information on paint cans or other packaging materials, and information included in Dunn-Edwards' Product Information Sheets and/or Material Safety Data Sheets. (Many of these materials are available on Dunn-Edwards' website.) Always observe all of the safety precautions included in such information, and follow all accepted safety procedures. When using paints or solvents, always provide proper ventilation and observe all other warnings. If you have any doubts or questions regarding any of these matters, please contact Dunn-Edwards.

18.2 Mold Notice. Exposure to mold can have serious health consequences. Dunn-Edwards' paints and coatings neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.

18.3 Lead and Asbestos Warning. CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards' brochure on "Surface Preparation Safety," call the U.S. EPA National Lead Information Hotline at 1-800-424-LEAD, log on to www.epa.gov/lead or [/asbestos](http://www.epa.gov/asbestos), or contact your state or local Health Department.