

UNITED ENGINEERING CONSULTANTS

4240 S. Ridgewood Avenue, Suite #4
Port Orange, FL 32127
Tel. (386) 256-7684

LETTER OF TRANSMITTAL

Date: October 25, 2023

TO: Oceans West One Condominium
One Oceans West Blvd
Daytona Beach Shores, FL 32118

Attention: Blaine Winn, Condominium Board President
Sue Ladd, Condominium Board Member
Ray Reynolds, SPEC Contractor Services

PROJECT: Oceans West One Building Restoration Project, Project No. 20-1153

SUBJECT: Contractor Payment Application #16

No.	Date	Pages	Description
1.	10/16/2023	5	Pay Application #16- Signed & Approved by UEC
2.	10/16/2023	2	Releases of Lien: SPEC & Sunbelt
3	10/16/2023	9	Project Warranties

These are transmitted as checked below:

For approval Approved as submitted Resubmit for approval
 For Payment Approved as noted Submit ___ copies for distribution
 As requested Returned for corrections For review and comment

REMARKS: UEC has verified the work claimed for payment has been completed and the amounts claimed are consistent with the approved schedule of values.



Christopher B. Longman, P.E.

COPY TO: SPEC
UEC File, Pay App
Oceans West One

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Oceans West One Condominium
 One Oceans West Blvd.
 Daytona Beach Shores, FL 32118

FROM: SPEC Contractor Services, LLC
 P.O. Box 2249
 Winter Park, FL 32790

PROJECT: Oceans West One Condo
Exterior Building Restoration

APPLICATION NO: 16

PERIOD TO: 30-Sep-23

APPLICATION DATE: 13-Oct-23

PROJECT NOS: 21-01-053

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

CONTRACT FOR: Exterior Building Restoration

CONTRACT DATE: 14-Jan-22

Payment Terms: NET 15 days

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,100,015.00
2. Net change by Change Orders	\$	66,969.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,166,984.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,585,826.31
5. RETAINAGE: (Original Contract Only)		
a. 00 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,585,826.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,453,693.62
8. CURRENT PAYMENT DUE	\$	132,132.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	(418,842.31)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SPEC Contractor Services, LLC

By: *[Signature]*

State of Florida County of Volusia
 Subscribed and sworn to before me this 16 day of October, 2023
 Notary Public: *[Signature]*
 My Commission expires: 5/1/2027

Date: 10/16/23

IRMA MIRELLA BELTRAI
 Notary Public
 State of Florida
 Comm# HH392852
 Expires 5/1/2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 132,132.69

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *[Signature]* Date: 10/25/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$66,969.00	\$0.00
Total approved this Month (#1)	\$0.00	\$0.00
TOTALS	\$66,969.00	\$0.00
NET CHANGES by Change Order	\$66,969.00	\$0.00

CONTINUATION SHEET

TO:

Oceans West One Condominium
 One Oceans West Blvd.
 Daytona Beach Shores, FL 32118

PROJECT: Oceans West One Condo
 Exterior Building Restoration

APPLICATION NO: 15
 APPLICATION DATE: 13-Oct-23
 PERIOD TO: 30-Sep-23
 ARCHITECT'S PROJECT NO:
 PROJECT NO: 21-01-053

FROM:

SPEC Contractor Services, LLC
 P.O. Box 2249
 Winter Park, FL 32790

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
FC 7	Mobilization & General Conditions	\$ 171,400.00	\$171,400.00	\$0.00	\$0.00	\$171,400.00	100%	\$0.00	\$0.00
Unit Costs									
UC# 1	Concrete Repair Balcony, Slab Top	\$ 12,750.00	\$1,593.75	\$0.00	\$0.00	\$1,593.75	13%	\$11,156.25	\$0.00
UC# 1A	Concrete Repair Balcony, Slab Top, MINIMUM	\$ 8,800.00	\$7,480.00	\$0.00	\$0.00	\$7,480.00	85%	\$1,320.00	\$0.00
UC# 2	Concrete Repair Balcony, Slab Edge & Ceiling	\$ 4,350.00	\$1,540.00	\$0.00	\$0.00	\$1,540.00	35%	\$2,810.00	\$0.00
UC# 2A	Concrete Repair Balcony, Slab Edge & Ceiling, MINIMUM	\$ 4,400.00	\$4,400.00	\$0.00	\$0.00	\$4,400.00	100%	\$0.00	\$0.00
UC# 3	Concrete Repair Balcony, Column & Wall	\$ 28,275.00	\$20,009.50	\$0.00	\$0.00	\$20,009.50	71%	\$8,265.50	\$0.00
UC# 3A	Concrete Repair Balcony, Column & Wall MINIMUM	\$ 8,800.00	\$26,180.00	\$0.00	\$0.00	\$26,180.00	298%	(\$17,380.00)	\$0.00
UC# 4	Concrete Repair AC Closet, Top	\$ 6,375.00	\$7,012.50	\$0.00	\$0.00	\$7,012.50	110%	(\$637.50)	\$0.00
UC#4A	Concrete Repair AC Closet, Top MINIMUM	\$ 6,750.00	\$2,025.00	\$0.00	\$0.00	\$2,025.00	30%	\$4,725.00	\$0.00
UC#5	Concrete Repair AC Closet, Slab Edge & Ceiling	\$ 34,000.00	\$7,756.25	\$0.00	\$0.00	\$7,756.25	23%	\$26,243.75	\$0.00
UC# 5A	Concrete Repair AC Closet, Slab Edge & Ceiling MINIMUM	\$ 11,000.00	\$5,940.00	\$0.00	\$0.00	\$5,940.00	54%	\$5,060.00	\$0.00
UC# 6	Concrete Repair AC Closet, Column & Wall	\$ 4,350.00	\$978.75	\$0.00	\$0.00	\$978.75	23%	\$3,371.25	\$0.00
UC# 6A	Concrete Repair AC Closet, Column & Wall MINIMUM	\$ 4,500.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	60%	\$1,800.00	\$0.00
UC# 7	Stucco Repair	\$ 3,750.00	\$5,827.50	\$0.00	\$0.00	\$5,827.50	155%	(\$2,077.50)	\$0.00
UC# 8	Replace Window /Door Perimeter Joint Sealant	\$ 10,500.00	\$1,645.00	\$0.00	\$0.00	\$1,645.00	16%	\$8,855.00	\$0.00
UC# 9	Balcony Deck Coating Base Coat Repair	\$ 1,350.00	\$210.00	\$0.00	\$0.00	\$210.00	16%	\$1,140.00	\$0.00
UC# 10	Cant Bead Replacement	\$ 1,375.00	\$741.75	\$0.00	\$0.00	\$741.75	54%	\$633.25	\$0.00

CONTINUATION SHEET

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 Daytona Beach Shores , FL 32118
FROM:
SPEC Contractor Services, LLC
 P.O. Box 2249
 Winter Park, FL 32790

PROJECT: Oceans West One Condo
Exterior Building Restoration

APPLICATION NO: 15
 APPLICATION DATE: 13-Oct-23
 PERIOD TO: 30-Sep-23
 ARCHITECT'S PROJECT NO:
 PROJECT NO: 21-01-053

ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
UC# 11	Elevate Air Conditioning Unit	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$10,000.00	\$ 0.00
UC#12 A	Balcony Deck Coating Removal & New Base Coat (Large Living Room)	\$ 3,750.00	\$ 1,500.00	\$ 0.00	\$ 0.00	\$ 1,500.00	40%	\$ 2,250.00	\$ 0.00
UC#12 B	Balcony Deck Coating Removal & New Base Coat (Small Living Room)	\$ 3,500.00	\$ 700.00	\$ 0.00	\$ 0.00	\$ 700.00	20%	\$ 2,800.00	\$ 0.00
UC#12 C	Balcony Deck Coating Removal & New Base Coat (Bed Room Balcony)	\$ 3,625.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 3,625.00	\$ 0.00
Fixed Costs									
FC# 1	Paint Building Towers & Lobby	\$ 418,315.00	\$ 418,315.00	\$ 0.00	\$ 0.00	\$ 418,315.00	100%	\$ 0.00	\$ 0.00
0	Lobby Parapet Wall Paint Removal & WP	\$ 8,750.00	\$ 8,750.00	\$ 0.00	\$ 0.00	\$ 8,750.00	100%	\$ 0.00	\$ 0.00
FC# 3	Paint Guard Rails and AC Louvers	\$ 110,000.00	\$ 110,000.00	\$ 0.00	\$ 0.00	\$ 110,000.00	100%	\$ 0.00	\$ 0.00
FC# 4	Balcony Deck Coating Recoat	\$ 190,500.00	\$ 190,500.00	\$ 0.00	\$ 0.00	\$ 190,500.00	100%	\$ 0.00	\$ 0.00
FC# 5	Not IN BID								\$ 0.00
FC# 6	Tower Roof Sealant Replacement	\$ 8,850.00	\$ 8,850.00	\$ 0.00	\$ 0.00	\$ 8,850.00	100%	\$ 0.00	\$ 0.00
Allowances									
AL #1	Post Tension Repairs	\$ 15,000.00	\$ 457,119.81	\$ 55,622.50	\$ 0.00	\$ 512,742.31	3418%	(\$ 497,742.31)	\$ 0.00
AL #2	Electrical	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%	\$ 5,000.00	\$ 0.00
	Owner Change Orders								\$ 0.00
OCO 1	Wall Fastener Removal	\$ 266.00	\$ 266.00	\$ 0.00	\$ 0.00	\$ 266.00	100%	\$ 0.00	\$ 0.00
OCO 1	Rust Spot Repair	\$ 200.00	\$ 200.00	\$ 0.00	\$ 0.00	\$ 200.00	100%	\$ 0.00	\$ 0.00
OCO 1	Time and Materials - removal of louvers, dust walls install and remove 6-1-22 to 6-16-22 (see attached sheet)	\$ 7,578	\$ 7,578.00	\$ 0.00	\$ 0.00	\$ 7,578.00	100%	\$ 0.00	\$ 0.00
OCO 2	Time and Materials - removal of louvers 04/03 units (Time sheets emailed 8-22-22)	\$ 2,520.00	\$ 2,520.00	\$ 0.00	\$ 0.00	\$ 2,520.00	100%	\$ 0.00	\$ 0.00
OCO 2	Wall Fastener Removal	\$ 322.00	\$ 322.00	\$ 0.00	\$ 0.00	\$ 322.00	100%	\$ 0.00	\$ 0.00
OCO 2	Rust Spot Repair	\$ 80.00	\$ 80.00	\$ 0.00	\$ 0.00	\$ 80.00	100%	\$ 0.00	\$ 0.00
OCO 3	Time and Materials -install of louvers 04/03 units (Time sheets emailed 10-07-22)	\$ 2,596.00	\$ 2,596.00	\$ 0.00	\$ 0.00	\$ 2,596.00	100%	\$ 0.00	\$ 0.00

CONTINUATION SHEET

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SPEC Contractor Services, LLC
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 Winter Park, FL 32790

PROJECT: Oceans West One Condo
 Exterior Building Restoration

APPLICATION NO: 15
 APPLICATION DATE: 13-Oct-23
 PERIOD TO: 30-Sep-23
 ARCHITECT'S PROJECT NO:
 PROJECT NO: 21-01-053

ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
OCO 3	Wall Fastener Removal	\$ 518.00	\$518.00	\$0.00	\$0.00	\$518.00	100%	\$0.00	\$0.00
OCO 4	Hurricane Ian - post storm cleanup and work to redo completed scope.	12,876.00	\$12,876.00	\$0.00	\$0.00	\$12,876.00	100%	\$0.00	\$0.00
OCO 4	Re-install 03/04 Louvers	\$ 850.00	\$850.00	\$0.00	\$0.00	\$850.00	100%	\$0.00	\$0.00
OCO 4	Interior Dustwalls and Repairs-19B2, 9B3, 10B4	\$ 1,092.00	\$1,092.00	\$0.00	\$0.00	\$1,092.00	100%	\$0.00	\$0.00
OCO 5	Interior Dustwalls and Repairs-19A1	\$ 288.00	\$288.00	\$0.00	\$0.00	\$288.00	100%	\$0.00	\$0.00
OCO 5	Remove 01/06 louvers Bld A	\$ 1,920.00	\$1,920.00	\$0.00	\$0.00	\$1,920.00	100%	\$0.00	\$0.00
OCO 5	Remove 04/05 louvers Bld A	\$ 576.00	\$576.00	\$0.00	\$0.00	\$576.00	100%	\$0.00	\$0.00
OCO 6	Rust Spot Repair	\$ 360.00	\$360.00	\$0.00	\$0.00	\$360.00	100%	\$0.00	\$0.00
OCO 6	Acrylic Paint Removal 6A1	\$ 384.00	\$384.00	\$0.00	\$0.00	\$384.00	100%	\$0.00	\$0.00
OCO 6	Louver Removal 05/04 A Bldg.	\$ 1,728.00	\$1,728.00	\$0.00	\$0.00	\$1,728.00	100%	\$0.00	\$0.00
OCO 6	Interior Work A16A6	\$ 288.00	\$288.00	\$0.00	\$0.00	\$288.00	100%	\$0.00	\$0.00
OCO 7	Louver removal/Install) 6/05 & 01/02 Strip paint on B tower roof	\$ 3,409.00	\$3,409.00	\$0.00	\$0.00	\$3,409.00	100%	\$0.00	\$0.00
OCO 7	Rust spots	\$ 100.00	\$100.00	\$0.00	\$0.00	\$100.00	100%	\$0.00	\$0.00
									\$0.00
OCO 8	Rust Spot Repair	\$ 320.00	\$320.00	\$0.00	\$0.00	\$320.00	100%	\$0.00	\$0.00
OCO 8	Paint Removal west ceilings/ soffit	\$ 816.00	\$816.00	\$0.00	\$0.00	\$816.00	100%	\$0.00	\$0.00
OCO 8	Louver install 01/02 A Bldg.	\$ 2,784.00	\$2,784.00	\$0.00	\$0.00	\$2,784.00	100%	\$0.00	\$0.00
OCO8	Interior Work A16A	\$ 288.00	\$288.00	\$0.00	\$0.00	\$288.00	100%	\$0.00	\$0.00
OCO8	Wall Fastener Removal	\$ 266.00	\$266.00	\$0.00	\$0.00	\$266.00	100%	\$0.00	\$0.00
OCO 9	Install (70) post shores to gargage for PT repairs: includes labor to construct (140) support boxes, (6) sheets 3/4" plywood and (55) 4x4x8 . Removal of existing shelving, work benches and misc. equipment.	\$ 8,784.00	\$8,784.00	\$0.00	\$0.00	\$8,784.00	100%	\$0.00	\$0.00

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FROM:
 SPEC Contractor Services, LLC
 P.O. Box 2249
 Winter Park, FL 32790

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
OCO 9	Fabrication and Installation of new AC Closet louver damaged during Hurricane Ian	\$ 1,188.00	\$1,188.00	\$0.00	\$0.00	\$1,188.00	100%	\$0.00	\$0.00
OCO 9	Removal/Install louvers at 02/03 and 03/04	\$ 4,440.00	\$4,440.00	\$0.00	\$0.00	\$4,440.00	100%	\$0.00	\$0.00
OCO 9	Strip acrylic coating off of existing deck coat	\$ 140.00	\$140.00	\$0.00	\$0.00	\$140.00	100%	\$0.00	\$0.00
OCO 10	Reinstall 03/04 louvers 22th floor to 02 floor	\$ 9,912.00	\$9,912.00	\$0.00	\$0.00	\$9,912.00	100%	\$0.00	\$0.00
OCO10	Rust Spot Repair	\$ 80.00	\$140.00	\$0.00	\$0.00	\$140.00	175%	(\$60.00)	\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
	GRAND TOTALS	\$1,166,984.00	\$1,530,203.81	\$55,622.50	\$0.00	\$1,585,826.31	136%	(\$418,842.3)	\$0.00

WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of partial payment in the amount of \$ 132,132.69 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through September 30, 2023 to Oceans West One Condominium Association, Inc. on the job of Building Restoration to the following described property:

**Oceans West One Condominium Association
1 Oceans West Blvd.
Daytona Beach Shores, FL 32118**

DATED on October 16, 2023

Lienor's Name: SPEC Contractor Services
Address: P.O. Box 2249
Winter Park, FL 32790
By: *Greg B*
Printed Name: GREGORY P BRUCE

STATE OF Florida
COUNTY OF Volusia

Personally, appeared before me, this 16 day of October, 2023,
Gregory P. Bruce who being duly sworn on oath says that he/she is
Manager of SPEC Contractor Services and that he/she hereby
acknowledges the execution of the foregoing instrument for and on special instance and request.

Personally Known X OR Produced Identification _____
Type of Identification Produced _____



IRMA MIRELLA BELTRAN
Notary Public
State of Florida
Comm# HH392852
Expires 5/1/2027

Irma Mirella Beltran
Printed Name: Irma Mirella Beltran
NOTARY PUBLIC - STATE OF Florida



Sunbelt Rentals, Inc.
2015 Directors Row
Orlando, FL 32809
lienrelease.region5@sunbeltrentals.com

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT
(Pursuant to F.S. 713.20(4))

SPEC CONTRACTOR SERVICES LLC
PO BOX 2249
WINTER PARK, FL 32790

The undersigned lienor, in consideration of the sum of \$3,274.88, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 9/30/2022 to SPEC CONTRACTOR SERVICES LLC on the job of: OCEANS WEST ONE CONDOMINIUM ASSOC. to the following property:

OCEANS WEST ONE Job# 22006722817
1 OCEANS WEST BLVD
DAYTONA BEACH, FL 32118 5946

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified. This waiver and release is expressly conditioned upon the undersigned's actual receipt of the above referenced amount in paid/cleared funds. Otherwise, this waiver and release is void.

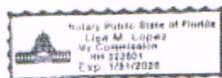
Dated: 10/6/2022

By: _____ (Seal)
Danny Chipp, Regional Credit Manager
Sunbelt Rentals, Inc.
CRFS# 9129176 Waiver# 1143711 Cust# 579374



STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me, by means of (x) physical presence or () online notarization, this
6th day of OCTOBER, 20 22, by Danny Chipp



(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)
[Personally Known] OR Produced Identification
Type of Identification Produced: _____
Completed By: DWalker

WATERPROOFING - MATERIAL RECOAT WARRANTY

Project Name:	Oceans West One	
Project Address:	1 Ocean West Blvd.	
Neogard System:	Ped-aGard (seed and backroll)	Substrate: Concrete (Cast-In-Place)
Applicator:	SPEC CONTRACTOR SERVICES	
Substantial Completion Date:	8-31-23	Area in Square Feet: 25000
Batch/Lot Number:	12518,15512,20484,91114	
Owner:	Oceans West Condo Association	
Warranty No: (Neogard Use Only)	21560-M R	

Our Promise - Neogard® warrants to the Owner that, for 5 year after the Substantial Completion Date, the NEOGARD products that comprise the Neogard System will not adhesively/cohesively fail due to defects in material and will conform to the Neogard Guide Specifications in effect at the time of manufacture. This warranty is void unless Neogard products are installed in an institutional, commercial, industrial, or high-rise/multi-family residential building.

Our Obligations - If, upon inspection, Neogard determines that a failure as defined above has occurred due to defects in material, Neogard will, at its option, provide replacement products sufficient to repair the failure or pay the cost of purchasing an equivalent product elsewhere (Neogard's liability not to exceed the originally invoiced purchase price for the nonconforming product). THE OBLIGATIONS OF NEOGARD DESCRIBED IN THE PREVIOUS SENTENCE ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR BREACH OF THIS WARRANTY OR OTHERWISE IN CONNECTION WITH THE PERFORMANCE OF THE NEOGARD PRODUCTS.

Exclusions and Limitations - This Warranty does not cover:

1. Handling or installation of the Neogard products, or the workmanship of the applicator.
2. Any portion of Neogard products that are not applied in accordance with the applicable Neogard Guide Specification or other written requirements provided by Neogard.
3. Labor or equipment costs associated with repairing or accessing the Neogard products.
4. Changes in the appearance of the Neogard products resulting from weathering or atmospheric conditions.
5. Cleanliness or discoloration of the Neogard products resulting from environmental conditions.
6. Damage to the Neogard products caused by:
 - a. improper maintenance;
 - b. substrate construction or movement of greater than 1/16";
 - c. exposure to fatty acids, oils, greases, and other contaminants;
 - d. mechanical contact such as snow or ice removal, from falling objects, and contact with plant or animal life;
 - e. vapor drive, infiltration or condensation of moisture in, through or around walls, copings, the building structure or underlying or surrounding materials.
7. Products not supplied by Neogard.

Owner's Obligations - This Warranty is void unless:

1. Owner submits all warranty claims in writing within 30 days of discovery of any failure, but in any case, within the warranty period.
2. Neogard is paid in full for the Neogard products.
3. Owner uses reasonable care in maintaining the Neogard products.
4. Owner only repairs the Neogard products with materials approved by Neogard.

Warranty Transfer - The unexpired portion of this Material Warranty may be transferred to a subsequent owner for a \$500 fee if: (1) Neogard is notified within 30 days after the effective date of the change of ownership. (2) Neogard is given an opportunity to inspect the Neogard products and (3) all repairs required by Neogard are completed.

NEOGARD MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT EXTEND BEYOND THE WARRANTIES SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEOGARD SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE IN CONNECTION WITH THE NEOGARD PRODUCTS.

NEOGARD, a part of Hempel (USA), Inc.
 2728 Empire Central, Dallas, TX 75235

APPLICATOR CERTIFICATION: Applicator hereby represents and warrants that all the information provided by Applicator is accurate and complete, and that the NEOGARD products have been applied and maintained in accordance with the applicable NEOGARD Guide Specification and NEOGARD written requirements.

BY:  Raymond Reynolds TITLE: Sr Project Manager DATE: 10/2/2023

Master Builders Solutions
Limited Warranty - R077234



MasterEmaco® N 425

Coverage: Material Only

Duration: 5 Years

Project Site	
Name:	Ocean West 1 Condo Association
Address:	1 Oceans West Boulevard
City:	Daytona Beach
State:	Florida
Date of Application:	Sep 30, 2023
Applicator Name:	Spec Contractor Services
Purchaser Name:	Coastal Construction Products

This Is To certify that the above named product has been applied To the area described In the Project Site above. This warranty makes no allowance For deviations Or omissions From the information provided In the on-line application. Any misrepresentation Or fraudulent statement In the application For Limited Warranty renders the Limited Warranty void.

Master Builders Solutions US LLC 889 Valley Park Drive, Shakopee, MN 55379, hereby warrants that, subject to the provisions hereof, the MasterEmaco® N 425 (the "Product") as manufactured satisfies the product performance criteria under the terms specified in the current MasterEmaco® N 425 product data sheet. The current product data sheet can be obtained at www.master-builders-solutions.com Any claims brought against MASTER BUILDERS SOLUTIONS US LLC relative to the referenced product and project shall constitute full acceptance of all terms and conditions contained herein. The remedies of this warranty shall be considered only when EACH of the following FIVE conditions exists: (i) MASTER BUILDERS SOLUTIONS US LLC must have been notified of the unsatisfactory condition during the covered period following the date of application and this notification to MASTER BUILDERS SOLUTIONS US LLC shall be in writing within 30 days of the occurrence; (ii) MASTER BUILDERS SOLUTIONS US LLC is afforded the opportunity to inspect any such areas, at such time, as may be reasonably requested; (iii) The MASTER BUILDERS SOLUTIONS US LLC supplied product has been proven not to satisfy the published product performance criteria; (iv) This product discrepancy must have directly contributed to the unsatisfactory condition in question; and (v) Full payment has been received by MASTER BUILDERS SOLUTIONS US LLC for the MASTER BUILDERS SOLUTIONS US LLC materials supplied to the referenced project.

EXCLUSIONS:

This warranty does not apply, and MASTER BUILDERS SOLUTIONS US LLC makes no warranty and disclaims all liability, where any unsatisfactory condition resulting from misuse or abnormal use or conditions such as, but not limited to: structural cracks or defects, faulty construction, design, non-MASTER BUILDERS SOLUTIONS US LLC materials, settlement or expansion of the structure, accident, fire or other casualty, lack of suitable vapor barrier or excessive wear. This warranty does not cover claims for color- fastness, appearance or offensive or unpleasant odor; disintegration of the substrate; mechanical damage caused by individuals, tools, or other outside agents; or any change in the appearance of the product from accumulated dirt or other contaminants. This warranty does not apply, and MASTER BUILDERS SOLUTIONS US LLC makes no warranty and disclaims all liability when an unsatisfactory condition has occurred due to lack of adherence to all applicable care and maintenance recommendations or cautions contained or referenced in the product data sheet. If the owner shall make or permit, without prior written consent of BASF, repairs, alterations, or additions to the structure which affect the product or change the use, function or purpose of the structure, this warranty shall become immediately null and void and of no further force and effect. MASTER BUILDERS SOLUTIONS US LLC will respond promptly to any written request for consent to repairs, alterations, or additions. Product performance properties are limited to the material as supplied to the project.

REMEDIES:

The holder's sole and exclusive remedy and MASTER BUILDERS SOLUTIONS US LLC's liability shall be limited to:

Providing MasterEmaco® N 425 in sufficient quantity to replace solely those areas of the installed product proven to meet the terms of the aforementioned warranty. A suitable replacement product may be employed at the sole discretion of MASTER BUILDERS SOLUTIONS US LLC. All other costs associated with the replacement of the product are the sole responsibility of the holder.

MASTER BUILDERS SOLUTIONS US LLC's liability is limited to the purchase price of the MASTER BUILDERS SOLUTIONS US LLC product supplied.

Holder and MASTER BUILDERS SOLUTIONS US LLC specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the state of Ohio, or in the state or province in which the project is located, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.

GENERAL LIMITATIONS:

This information and all further technical advice are based on MASTER BUILDERS SOLUTIONS US LLC's present knowledge and experience. However, MASTER BUILDERS SOLUTIONS US LLC assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third-party intellectual property rights, especially patent rights. In particular, MASTER BUILDERS SOLUTIONS US LLC disclaims all CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR CLAIMS RELATED TO MOLD, MILDEW, AND FUNGI OR ANY AIR QUALITY PROBLEMS. MASTER BUILDERS SOLUTIONS US LLC SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. MASTER BUILDERS SOLUTIONS US LLC does not warrant or guarantee the quality of labor used to prepare the surface and to apply or install the products covered by this limited warranty. MASTER BUILDERS SOLUTIONS US LLC reserves the right to make any changes according to technological progress or further developments. It is the holder's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the holder to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

This warranty supersedes any other warranties, guarantees or representations, written or oral, heretofore made with respect to the above referenced product or project.

Master Builders Solutions
Limited Warranty - R077233



MasterEmaco T1061EX

Coverage: Material Only

Duration: 5 Years

<u>Project Site</u>	
Name:	Ocean West 1 Condo Association
Address:	1 Oceans West Boulevard
City:	Daytona Beach
State:	Florida
Date of Application:	Sep 30, 2023
Applicator Name:	Spec Contractor Services
Purchaser Name:	Coastal Construction Products

This Is To certify that the above named product has been applied To the area described In the Project Site above. This warranty makes no allowance For deviations Or omissions From the information provided In the on-line application. Any misrepresentation Or fraudulent statement In the application For Limited Warranty renders the Limited Warranty void.

Master Builders Solutions US LLC 889 Valley Park Drive, Shakopee, MN 55379, hereby warrants that, subject to the provisions hereof, the MasterEmaco T1061EX (the "Product") as manufactured satisfies the product performance criteria under the terms specified in the current MasterEmaco T1061EX product data sheet. The current product data sheet can be obtained at www.master-builders-solutions.com Any claims brought against MASTER BUILDERS SOLUTIONS US LLC relative to the referenced product and project shall constitute full acceptance of all terms and conditions contained herein. The remedies of this warranty shall be considered only when EACH of the following FIVE conditions exists: (i) MASTER BUILDERS SOLUTIONS US LLC must have been notified of the unsatisfactory condition during the covered period following the date of application and this notification to MASTER BUILDERS SOLUTIONS US LLC shall be in writing within 30 days of the occurrence; (ii) MASTER BUILDERS SOLUTIONS US LLC is afforded the opportunity to inspect any such areas, at such time, as may be reasonably requested; (iii) The MASTER BUILDERS SOLUTIONS US LLC supplied product has been proven not to satisfy the published product performance criteria; (iv) This product discrepancy must have directly contributed to the unsatisfactory condition in question; and (v) Full payment has been received by MASTER BUILDERS SOLUTIONS US LLC for the MASTER BUILDERS SOLUTIONS US LLC materials supplied to the referenced project.

EXCLUSIONS:

This warranty does not apply, and MASTER BUILDERS SOLUTIONS US LLC makes no warranty and disclaims all liability, where any unsatisfactory condition resulting from misuse or abnormal use or conditions such as, but not limited to: structural cracks or defects, faulty construction, design, non-MASTER BUILDERS SOLUTIONS US LLC materials, settlement or expansion of the structure, accident, fire or other casualty, lack of suitable vapor barrier or excessive wear. This warranty does not cover claims for color- fastness, appearance or offensive or unpleasant odor; disintegration of the substrate; mechanical damage caused by individuals, tools, or other outside agents; or any change in the appearance of the product from accumulated dirt or other contaminants. This warranty does not apply, and MASTER BUILDERS SOLUTIONS US LLC makes no warranty and disclaims all liability when an unsatisfactory condition has occurred due to lack of adherence to all applicable care and maintenance recommendations or cautions contained or referenced in the product data sheet. If the owner shall make or permit, without prior written consent of BASF, repairs, alterations, or additions to the structure which affect the product or change the use, function or purpose of the structure, this warranty shall become immediately null and void and of no further force and effect. MASTER BUILDERS SOLUTIONS US LLC will respond promptly to any written request for consent to repairs, alterations, or additions. Product performance properties are limited to the material as supplied to the project.

REMEDIES:

The holder's sole and exclusive remedy and MASTER BUILDERS SOLUTIONS US LLC's liability shall be limited to:

Providing MasterEmaco T1061EX in sufficient quantity to replace solely those areas of the installed product proven to meet the terms of the aforementioned warranty. A suitable replacement product may be employed at the sole discretion of MASTER BUILDERS SOLUTIONS US LLC. All other costs associated with the replacement of the product are the sole responsibility of the

holder. MASTER BUILDERS SOLUTIONS US LLC's liability is limited to the purchase price of the MASTER BUILDERS SOLUTIONS US LLC product supplied.

Holder and MASTER BUILDERS SOLUTIONS US LLC specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the state of Ohio, or in the state or province in which the project is located, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.

GENERAL LIMITATIONS:

This information and all further technical advice are based on MASTER BUILDERS SOLUTIONS US LLC's present knowledge and experience. However, MASTER BUILDERS SOLUTIONS US LLC assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third-party intellectual property rights, especially patent rights. In particular, MASTER BUILDERS SOLUTIONS US LLC disclaims all CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR CLAIMS RELATED TO MOLD, MILDEW, AND FUNGI OR ANY AIR QUALITY PROBLEMS. MASTER BUILDERS SOLUTIONS US LLC SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. MASTER BUILDERS SOLUTIONS US LLC does not warrant or guarantee the quality of labor used to prepare the surface and to apply or install the products covered by this limited warranty. MASTER BUILDERS SOLUTIONS US LLC reserves the right to make any changes according to technological progress or further developments. It is the holder's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the holder to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

This warranty supersedes any other warranties, guarantees or representations, written or oral, heretofore made with respect to the above referenced product or project.

Master Builders Solutions
Limited Warranty - R077235



MasterSeal HY 35

Coverage: Material Only

Duration: 10 Years

Project Site	
Name:	Ocean West 1 Condo Association
Address:	1 Oceans West Boulevard
City:	Daytona Beach
State:	Florida
Date of Application:	Sep 30, 2023
Applicator Name:	Spec Contractor Services
Purchaser Name:	Coastal Construction Products

This Is To certify that the above named product has been applied To the area described In the Project Site above. This warranty makes no allowance For deviations Or omissions From the information provided In the on-line application. Any misrepresentation Or fraudulent statement In the application For Limited Warranty renders the Limited Warranty void.

Master Builders Solutions US LLC 889 Valley Park Drive, Shakopee, MN 55379, hereby warrants that, subject to the provisions hereof, the MasterSeal HY 35 (the "Product") as manufactured satisfies the product performance criteria under the terms specified in the current MasterSeal HY 35 product data sheet. The current product data sheet can be obtained at www.master-builders-solutions.com Any claims brought against MASTER BUILDERS SOLUTIONS US LLC relative to the referenced product and project shall constitute full acceptance of all terms and conditions contained herein. The remedies of this warranty shall be considered only when EACH of the following FIVE conditions exists: (i) MASTER BUILDERS SOLUTIONS US LLC must have been notified of the unsatisfactory condition during the covered period following the date of application and this notification to MASTER BUILDERS SOLUTIONS US LLC shall be in writing within 30 days of the occurrence; (ii) MASTER BUILDERS SOLUTIONS US LLC is afforded the opportunity to inspect any such areas, at such time, as may be reasonably requested; (iii) The MASTER BUILDERS SOLUTIONS US LLC supplied product has been proven not to satisfy the published product performance criteria; (iv) This product discrepancy must have directly contributed to the unsatisfactory condition in question; and (v) Full payment has been received by MASTER BUILDERS SOLUTIONS US LLC for the MASTER BUILDERS SOLUTIONS US LLC materials supplied to the referenced project.

EXCLUSIONS:

This warranty does not apply, and MASTER BUILDERS SOLUTIONS US LLC makes no warranty and disclaims all liability, where any unsatisfactory condition resulting from misuse or abnormal use or conditions such as, but not limited to: structural cracks or defects, faulty construction, design, non-MASTER BUILDERS SOLUTIONS US LLC materials, settlement or expansion of the structure, accident, fire or other casualty, lack of suitable vapor barrier or excessive wear. This warranty does not cover claims for color- fastness, appearance or offensive or unpleasant odor; disintegration of the substrate; mechanical damage caused by individuals, tools, or other outside agents; or any change in the appearance of the product from accumulated dirt or other contaminants. This warranty does not apply, and MASTER BUILDERS SOLUTIONS US LLC makes no warranty and disclaims all liability when an unsatisfactory condition has occurred due to lack of adherence to all applicable care and maintenance recommendations or cautions contained or referenced in the product data sheet. If the owner shall make or permit, without prior written consent of BASF, repairs, alterations, or additions to the structure which affect the product or change the use, function or purpose of the structure, this warranty shall become immediately null and void and of no further force and effect. MASTER BUILDERS SOLUTIONS US LLC will respond promptly to any written request for consent to repairs, alterations, or additions. Product performance properties are limited to the material as supplied to the project.

REMEDIES:

The holder's sole and exclusive remedy and MASTER BUILDERS SOLUTIONS US LLC's liability shall be limited to:

Providing MasterSeal HY 35 in sufficient quantity to replace solely those areas of the installed product proven to meet the terms of the aforementioned warranty. A suitable replacement product may be employed at the sole discretion of MASTER BUILDERS SOLUTIONS US LLC. All other costs associated with the replacement of the product are the sole responsibility of the holder.

MASTER BUILDERS SOLUTIONS US LLC's liability is limited to the purchase price of the MASTER BUILDERS SOLUTIONS US LLC product supplied.

Holder and MASTER BUILDERS SOLUTIONS US LLC specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the state of Ohio, or in the state or province in which the project is located, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.

GENERAL LIMITATIONS:

This information and all further technical advice are based on MASTER BUILDERS SOLUTIONS US LLC's present knowledge and experience. However, MASTER BUILDERS SOLUTIONS US LLC assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third-party intellectual property rights, especially patent rights. In particular, MASTER BUILDERS SOLUTIONS US LLC disclaims all CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR CLAIMS RELATED TO MOLD, MILDEW, AND FUNGI OR ANY AIR QUALITY PROBLEMS. MASTER BUILDERS SOLUTIONS US LLC SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. MASTER BUILDERS SOLUTIONS US LLC does not warrant or guarantee the quality of labor used to prepare the surface and to apply or install the products covered by this limited warranty. MASTER BUILDERS SOLUTIONS US LLC reserves the right to make any changes according to technological progress or further developments. It is the holder's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the holder to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

This warranty supersedes any other warranties, guarantees or representations, written or oral, heretofore made with respect to the above referenced product or project.



The Sherwin-Williams Co.
2616 S. Atlantic Ave. # B
Daytona Beach Shores, Fl. 32118
(386)760-5661

10/12/2023

To: Spec Contractor Services
796 Sanders Road
Suite 1
Port Orange, Florida 32127
Attn: Ray Reynolds

Re: Oceans West One Warranty Start Date

Ray,

This letter is an attachment for the Oceans West One Condo warranty SED 25202. The warranty is for the SuperPaint Exterior Satin finish applied to the building. The warranty is for seven (7) years with a start date of 01/15/23.

Sincerely,

Ryan Kelly
Sales Representative
The Sherwin-Williams Co.



**THE SHERWIN-WILLIAMS COMPANY
SEVEN (7) YEAR LIMITED WARRANTY
MATERIALS AND LABOR**

This Limited Warranty is issued by The Sherwin-Williams Company ("SW") to OCEANS WEST ONE HOA ("Owner") for the Coating System applied by Owner's painting contractor to a Suitable Substrate at the Project.

LIMITED WARRANTY. In the event that a Covered Warranty Claim occurs during the Warranty Period, SW shall supply replacement coatings necessary to repair such Covered Warranty Claim and shall reimburse Owner for the reasonable labor costs necessary to repair such Covered Warranty Claim. The amount of the reimbursement for reasonable labor costs shall not exceed the prevailing market rate in effect at the time of the required repairs as determined by SW.

1. **SCOPE OF WARRANTY.** This Limited Warranty is issued by SW to Owner for the Coating System purchased by Owner from SW and applied to a Suitable Substrate at the Project; provided, however, in the event that the Coating System used on the Project is purchased from SW by Owner's painting contractor rather than by Owner directly, SW and Owner acknowledge and agree that this Limited Warranty shall be for the benefit of Owner.

2. **CONDITIONS OF WARRANTY.** SW's obligation to supply replacement coatings and to reimburse Owner for reasonable labor costs pursuant to this Limited Warranty is contingent upon the following conditions being satisfied. The failure of Owner and/or Owner's painting contractor to comply with any of the conditions specified in this Paragraph 3 shall relieve SW of any liability under this Limited Warranty.

(a) Owner and/or Owner's painting contractor shall obtain written specifications and instructions from SW prior to the application of the Coating System and the Owner's painting contractor shall apply the Coating System in strict accordance with such specifications and instructions.

(b) The specifications and instructions shall be followed in all respects with regard to storage, product handling, surface preparation, application and other requirements.

(c) Owner has complete responsibility for ensuring that the Owner's painting contractor complies fully with such specifications and instructions, notwithstanding periodic visits to the Project by any representative of SW and notwithstanding any representations made by any representative of SW to the contrary.

(d) Owner and Owner's painting contractor shall maintain application records to assist SW in evaluating the validity of any claim made by Owner under this Limited Warranty.

(e) It shall be the responsibility of Owner and/or Owner's painting contractor to perform repairs on the Coating System at the Project if a defect is discovered which is not the responsibility of SW pursuant to this Limited Warranty. Such repairs shall be made by Owner, at the expense of Owner and/or Owner's painting contractor. All repairs shall be made by using only those products satisfactory to SW and in accordance with repair specifications supplied by SW.

(f) Owner shall submit all claims pursuant to this Limited Warranty in accordance with Paragraph 4 of this Limited Warranty.

(g) Owner shall have made full payment to SW for the Coating System under this Limited Warranty.

3. **CLAIMS.** To assert any claim under this Limited Warranty, Owner shall notify SW in writing within thirty (30) days after Owner has actual or constructive notice of an alleged Covered Warranty Claim. Such claim shall be sent to: The Sherwin-

Williams Company, 2800 Century Parkway, Suite 1000, Atlanta, GA 30345, ATTENTION: Vice President of Marketing. All claims shall include proof of purchase and shall provide details explaining the nature of the claim and the date of detection. Owner waives any claims not made in this manner during the Warranty Period. SW shall have a full and complete opportunity to inspect any alleged Covered Warranty Claim and review any records concerning the alleged Covered Warranty Claim.

4. **WARRANTY PERIOD APPLICABLE TO A REPAIR.** The Warranty Period shall not be extended by the repair of any Covered Warranty Claim pursuant to this Limited Warranty. Any replacement coatings furnished by SW pursuant to this Limited Warranty shall be covered by the terms of this Limited Warranty for the remaining term of the original Warranty Period provided that such replacement coatings are applied in accordance with SW's specifications and instructions.

5. **EXCLUSIVE REMEDY.**

(a) **THE LIMITED WARRANTY PROVIDED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY AND/OR THE PERFORMANCE OF THE COATING SYSTEM. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SW MAKES NO WARRANTIES OF ANY KIND RELATING TO THE COATING SYSTEM AND/OR THE PERFORMANCE THEREOF AND SW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY CONTAINED ON THE PAINT CONTAINER LABEL AND/OR OTHER LITERATURE OF SW. THIS LIMITED WARRANTY IS NOT A WARRANTY BY SW TO OWNER CONCERNING THE APPLICATION OF THE COATING SYSTEM AND OWNER ACKNOWLEDGES AND AGREES THAT IF OWNER HAS ANY CLAIM FOR IMPROPER APPLICATION OF THE COATING SYSTEM OWNER SHALL RESOLVE SUCH CLAIM DIRECTLY WITH THE PARTY WHO APPLIED THE COATING SYSTEM.**

(b) **SW'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS LIMITED WARRANTY SHALL BE LIMITED EXCLUSIVELY TO PROVIDING REPLACEMENT COATINGS AND THE REIMBURSEMENT OF REASONABLE LABOR COSTS TO REPAIR THE COVERED WARRANTY CLAIM TO THE EXTENT PROVIDED IN THIS LIMITED WARRANTY. SW SHALL IN NO EVENT BE LIABLE TO OWNER OR OWNER'S PAINTING CONTRACTOR, OR TO ANY PERSON CLAIMING THROUGH OWNER OR OWNER'S PAINTING CONTRACTOR, WHETHER IN CONTRACT, TORT, OR STRICT PRODUCT LIABILITY, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, DEMURRAGE, OR PENALTIES, ARISING FROM ANY CAUSE WHATSOEVER.**

6. **ASSIGNMENT.** This Limited Warranty may not be transferred or assigned by Owner.

7. **DEFINITIONS.** The following terms when used in this Limited Warranty shall have the meanings set forth below.

(a) "Coating System" shall mean the paint system consisting of 1-COAT LOXON CONDITIONER, 1-COAT SUPERPAINT EXTERIOR SATIN.

(b) "Covered Warranty Claim" shall mean a contiguous area of three percent (3%) or more, per year, on a cumulative basis, of the Coating System applied to a Suitable Substrate at the Project that is: i. peeling; and/or ii. blistering

but does not include any other defect or damage including, but not limited to, any defect or damage resulting from:

- (1) the failure of Owner and/or Owner's painting contractor to follow and adhere to all of the specifications and instructions provided by SW;
- (2) improper surface preparation;
- (3) improper application of the Coating System;
- (4) improper film thickness of the Coating System;
- (5) ordinary wear and tear, abnormal usage or misuse;
- (6) failure to properly maintain the coated Suitable Substrate in accordance with reasonable and customary maintenance procedures;
- (7) standing water or pooling water;
- (8) design, construction or structural defects in any Suitable Substrate and/or structural settling or movement;
- (9) the use or application of any patches, fillers, undercoats or topcoats not recommended and supplied by SW, whether applied prior to, concurrently with or after the application of the Coating System;
- (10) improper repair;
- (11) causes unrelated to the performance of the Coating System under normal operating conditions;
- (12) abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents;
- (13) exposure to harmful solids, liquids or gases;
- (14) exposure to abnormal conditions including, without limitation, corrosive or aggressive

atmospheres such as those contaminated with chemical fumes;

- (15) improper substrate installation;
- (16) damage caused by any person or entity other than SW;
- (17) staining, rust staining, or bleeding resulting from rusting of ungalvanized bolts;
- (18) any defect occurring on hidden surfaces or at connections which cannot feasibly be painted;
- (19) any defect in coating materials, including thinners, not manufactured by SW; and
- (20) causes beyond the reasonable control of SW including, but not limited to, damage or defects caused in whole or in part by reason of fire, explosion, flood, war, riots, civil commotion, radiation, acts of God, unusual weather conditions (including but not limited to, hurricane, tornado and/or earthquake), falling objects, external forces, matters normally covered by force majeure, misuse, alteration, abuse, vandalism, negligence, or any other similar or dissimilar circumstance or event beyond the reasonable control of SW.

(c) "Project" shall mean OCEANS WEST ONE, 1 OCEANS WEST BLVD, DAYTONA BEACH, FL, 32118.

(d) "Purchase Date" shall mean the date that Owner and/or Owner's painting contractor purchased the Coating System for the Project from SW.

(e) "Suitable Substrate(s)" shall mean STUCCO located at the Project.

(f) "Warranty Period" shall mean the seven (7) year period commencing on the Purchase Date.

8. **APPLICABLE LAW.** This Limited Warranty shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to the principles of conflicts of laws.

9. **ENTIRE AGREEMENT.** This Limited Warranty constitutes the entire agreement between SW and 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 be binding upon SW unless it is signed by Owner and an SW Vice President of Sales, Vice President of Marketing, or Market Segmentation Manager.

THE SHERWIN-WILLIAMS COMPANY

By:  _____

Title: Market Segmentation Manager

Date: 10/9/2023

OWNER:

By: _____

Title: _____

Date: _____