



Pettit Paint HD Limited Warranty

Definitions:

Throughout this limited materials warranty, the words “You” and “Your” refer to the applicator applying the covered products; “We”, “Us”, and “Our” refers to Pettit Marine Paint; “Products” refers exclusively to the Pettit Paint products listed in the “Products Covered” section of this limited warranty; “Hard Fouling” is defined as barnacle, coral, oysters and zebra mussel growth.

Products Covered:

Pettit Marine Paint (“Pettit”) offers a pro-rated limited materials warranty on the following Pettit branded products: Trinidad™ SR, Trinidad™ PRO, Trinidad™ HD, and Odyssey™ HD.

Term:

Pettit warrants the Products will be free from related defects in materials for an 18 month pro-rated* warranty period (the “Period”). For ablative Products, the Period begins at the earlier to occur of: (a) sixty (60) days after application of the Product to the vessel, or (b) the first launch date of the vessel after the products were applied. For hard matrix Products, the Period starts on the date of application.

Limited Warranty Coverage:

This limited warranty extends to all applicators. In the event the Product was applied properly, the warranty will provide coverage for:

- Hard Fouling present on more than 10% of the hull.
- Adhesion failure, delamination, crazing, blistering, or cracking related solely to defects in the Product.

For a covered claim, We will provide up to 100% of the value of the original purchase price of the Product to the customer, as detailed in the Pro-Rated Warranty Schedule below.

Warranty Limitations & Exclusions:

- Failure to follow recommended maintenance and use instruction on the Product label.
- Products applied under application minimum mil thickness requirements (data on TDS).
- Any unauthorized repairs/claims.
- Product applied to running gear, underwater metals (such as through hulls), and other large metal parts.
- This Limited Warranty is only valid on vessels that are in continuous use from the date of immersion, and is void in the event of an extended haul-out or winterization period, meaning more than seven (7) days.
- Product’s cosmetic appearance, including but not limited to color and sheen.
- Product applied over improperly prepared substrates or incompatible paints.
- Product applied to a substrate where electrolysis, cathodic, or other eroding, degrading, or electrical issues are present.
- Product applied with deficient film build or inadequate material coverage for the outlined vessel.
- Product system applied using any product that is not a Pettit Product and/or approved for its intended use.



- Any incidental or consequential costs of any type, including but not limited to hauling, blocking, boat handling, loss of time, fuel, sand-blasting, paint removal, hull damage, or any other costs associated with the claim.

Warranty Conditions and Claim Processing:

- You must submit all limited warranty claims to Pettit within thirty (30) days of first discovery.
- In order to submit Your claim, You must fill out the approved Pettit warranty claim form in entirety at pettitpaint.com/HD.
- Your limited warranty claim must be reviewed and approved by Pettit prior to the commencement of any repair work.

Warranty claim form can be found online or by contacting Your local Pettit representative: 800-221-4466.

Pro-Rated Pettit Marine Paint Warranty Schedule:

Period	Warranty Coverage
Less than 3 Months	100% of original purchase value* of paint
3-6 Months	85% of original purchase value* of paint
6-9 Months	70% of original purchase value* of paint
9-12 Months	55% of original purchase value* of paint
12-15 Months	40% of original purchase value* of paint
15-18 Months	25% of original purchase value* of paint

*Pro-Rated warranty based on original purchase value of paint, as evidenced on original sales receipt. Any other pricing considerations are not approved to calculate warranty obligations. Pro-rated amount is limited to the lesser amount shown in this schedule. You are solely responsible for all additional costs and expenses, including but not limited to all costs associated with hauling/re-launching, stripping/burnishing, and application of the replacement product.

DISCLAIMER: THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE. PETTIT SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, NOR SHALL RECOVERY OF ANY KIND AGAINST PETTIT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY PETTIT AND CAUSING THE ALLEGED DAMAGE. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.