



VITAL COAT®
**TERMS AND CONDITIONS FOR AUTHORIZED
INSTALLERS**

Effective Date: July 20, 2026

Authorized Installer Portal Resource

This document governs portal access, product purchases, and participation in the Vital Coat® Authorized Installer Program.

1. ACCEPTANCE OF TERMS

Welcome to Vital Coat® ("Company," "we," "us," or "our"). These Terms and Conditions for Authorized Installers ("Terms") govern your access to and use of the Vital Coat® website located at [website URL] (the "Site"), your purchase of any products offered for sale through the Site (the "Products"), and your participation in the Vital Coat® Authorized Installer Program.

By accessing or using the Site, purchasing any Products, or participating in the Authorized Installer Program, you agree to be bound by these Terms. If you do not agree to all of these Terms, do not use the Site, purchase any Products, or participate in the Authorized Installer Program.

These Terms are in addition to, and do not replace, the Authorized Installer Agreement you have executed with Vital Coat®. In the event of any conflict between these Terms and the Authorized Installer Agreement, the Authorized Installer Agreement shall control.

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to the Site. Your continued use of the Site or participation in the Authorized Installer Program following the posting of revised Terms constitutes your acceptance of such changes. You are responsible for reviewing these Terms periodically.

2. ELIGIBILITY

To participate in the Authorized Installer Program and purchase Products at installer pricing, you must:

- Be at least 18 years of age
- Have the legal capacity to enter into binding contracts
- Have executed an Authorized Installer Agreement with Vital Coat®
- Maintain good standing in the Authorized Installer Program
- Maintain all required licenses and insurance as specified in the Authorized Installer Agreement

If you are participating on behalf of a business or other entity, you represent that you have the authority to bind such entity to these Terms.

3. AUTHORIZED INSTALLER ACCOUNT

Upon approval as an Authorized Installer, you will be provided with login credentials to access installer-specific areas of the Site, including installer pricing and resources.

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

Account credentials are non-transferable and may only be used by the authorized individual or business to whom they were issued.



We reserve the right to suspend or terminate your account at any time for violation of these Terms or the Authorized Installer Agreement.

4. PRODUCTS AND PRODUCT INFORMATION

All Products displayed on the Site are subject to availability. We reserve the right to discontinue any Product at any time without notice.

We make every effort to display the colors, features, and specifications of our Products as accurately as possible. However, we cannot guarantee that your computer monitor or mobile device display will accurately reflect the actual Product.

Product descriptions, specifications, and other information provided on the Site are for general informational purposes only. While we strive for accuracy, we do not warrant that Product descriptions or other content on the Site are accurate, complete, reliable, current, or error-free.

As an Authorized Installer, you may have access to additional technical specifications, application guidelines, and training materials. You agree to use such materials in accordance with the Authorized Installer Agreement and any applicable usage guidelines.

5. PRICING AND PAYMENT

As an Authorized Installer in good standing, you are eligible to purchase Products at the installer pricing displayed when logged into your account. Installer pricing is confidential and may not be disclosed to third parties.

All prices are displayed in U.S. dollars and are subject to change without notice. We reserve the right to correct any pricing errors, even after an order has been placed.

Payment terms for Authorized Installers are as specified in your Authorized Installer Agreement. If no specific terms are provided, payment must be made at the time of purchase through the payment methods accepted on the Site.

By submitting payment information, you represent and warrant that you are authorized to use the payment method provided.

You agree to pay all charges incurred by you or on your behalf through the Site, including applicable taxes and shipping fees.

6. ORDERS AND ORDER ACCEPTANCE

Your placement of an order constitutes an offer to purchase the Products. All orders are subject to acceptance by us. We may, in our sole discretion, refuse or cancel any order for any reason, including but not limited to:

- Product availability
- Errors in Product or pricing information
- Account standing issues
- Suspected fraudulent activity
- Inability to verify payment information
- Order quantities that exceed reasonable limits

If we cancel an order after payment has been processed, we will issue a full refund to the original payment method.

Order confirmation emails are sent for your convenience and do not constitute acceptance of your order. Acceptance occurs only when the Product is shipped.



7. ORDER MINIMUMS AND MAXIMUMS

Certain Products may be subject to minimum or maximum order quantities for Authorized Installers. Any applicable minimums or maximums will be displayed on the Product page or communicated to you separately.

We reserve the right to limit quantities on any order to ensure adequate supply for all Authorized Installers.

8. SHIPPING AND DELIVERY

Please refer to our Shipping Policy, available at [\[link to Shipping Policy\]](#), for information regarding shipping methods, estimated delivery times, shipping costs, and other shipping-related terms. The Shipping Policy is incorporated into these Terms by reference.

Authorized Installers may be eligible for special shipping rates or terms as specified in the Authorized Installer Agreement.

9. RETURNS AND REFUNDS

Please refer to our Return Policy, available at [\[link to Return Policy\]](#), for information regarding returns, refunds, and exchanges. The Return Policy is incorporated into these Terms by reference.

Returns of Products purchased at installer pricing will be refunded at the installer price paid.

10. PRODUCT WARRANTY

Certain Products are covered by a limited warranty. Please refer to the applicable Product Warranty documentation, available at [\[link to Warranty page\]](#), for complete warranty terms and conditions. Product Warranties are incorporated into these Terms by reference.

As an Authorized Installer, you are responsible for accurately communicating warranty terms to your customers and for assisting customers with the warranty registration process as described in the Authorized Installer Agreement.

THE WARRANTIES SET FORTH IN THE APPLICABLE PRODUCT WARRANTY DOCUMENTATION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY VITAL COAT. EXCEPT AS EXPRESSLY SET FORTH IN SUCH DOCUMENTATION, ALL PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

YOU MAY NOT MAKE ANY WARRANTY REPRESENTATIONS TO CUSTOMERS BEYOND WHAT IS EXPRESSLY STATED IN THE OFFICIAL VITAL COAT WARRANTY DOCUMENTATION.

11. USE OF PRODUCTS

As an Authorized Installer, you agree to:

- Apply Products only in accordance with Vital Coat®'s official application guidelines and specifications
- Use Products only for their intended purpose
- Not modify, dilute, or alter Products in any way unless expressly authorized by Vital Coat®
- Maintain proper storage conditions for Products as specified in Product documentation
- Use Products before their expiration date

Failure to comply with application guidelines may void the Product warranty and may result in termination from the Authorized Installer Program.



12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VITAL COAT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH:

- YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SITE
- YOUR PURCHASE OR USE OF ANY PRODUCTS
- YOUR PARTICIPATION IN THE AUTHORIZED INSTALLER PROGRAM
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITE
- ANY CONTENT OBTAINED FROM THE SITE
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT
- ANY CLAIMS BY YOUR CUSTOMERS OR OTHER THIRD PARTIES

IN NO EVENT SHALL VITAL COAT'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF THE SITE, PRODUCTS, OR PARTICIPATION IN THE AUTHORIZED INSTALLER PROGRAM EXCEED THE AMOUNT PAID BY YOU TO VITAL COAT FOR PRODUCTS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Vital Coat® and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's fees) arising from:

- Your use of the Site or Products
- Your application of Products to customer properties
- Your violation of these Terms or the Authorized Installer Agreement
- Your violation of any rights of any third party
- Your violation of any applicable law, rule, or regulation
- Any claims by your customers or other third parties related to your services or workmanship
- Any misrepresentation of Vital Coat®, its Products, or warranties

14. INTELLECTUAL PROPERTY

All content on the Site, including but not limited to text, graphics, logos, images, product descriptions, and software, is the property of Vital Coat® or its content suppliers and is protected by United States and international copyright, trademark, and other intellectual property laws.

The Vital Coat® name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Vital Coat® or its affiliates.

As an Authorized Installer, you are granted a limited license to use Vital Coat® trademarks and marketing materials in accordance with the Authorized Installer Agreement and any brand guidelines provided by Vital Coat®. This license is non-exclusive, non-transferable, and revocable at any time.



You may not modify Vital Coat® trademarks or marketing materials without prior written approval.

15. CONFIDENTIALITY

As an Authorized Installer, you may have access to confidential information including but not limited to installer pricing, product formulations, business strategies, and customer information.

You agree to maintain the confidentiality of all such information and not to disclose it to any third party without the prior written consent of Vital Coat®.

This confidentiality obligation survives termination of your participation in the Authorized Installer Program.

16. THIRD-PARTY LINKS

The Site may contain links to third-party websites or services that are not owned or controlled by Vital Coat®. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

You acknowledge and agree that Vital Coat® shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

17. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Leon County, Florida. You consent to the personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum.

Any disputes related to the Authorized Installer Agreement shall be resolved in accordance with the dispute resolution provisions contained therein.

18. SEVERABILITY

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent. If such modification is not possible, the provision shall be severed from these Terms. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of any other provision.

19. WAIVER

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of Vital Coat® to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

20. ENTIRE AGREEMENT

These Terms, together with the Authorized Installer Agreement, Privacy Policy, Return Policy, Shipping Policy, Installer Code of Conduct, and any applicable Product Warranty, constitute the entire agreement between you and Vital Coat® regarding your use of the Site, purchase of Products, and participation in the Authorized Installer Program, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties.



21. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at:

Vital Coat®

[Street Address]

Tallahassee, FL [ZIP Code]

Email: [Email Address]

Phone: [Phone Number]