

Polyaspartic Garage Floor Coating Warranty

Contractor provides to Customer a non-transferable lifetime limited warranty for all Hello Garage polyaspartic floor coating (“floor coating”) installed onto concrete for as long as Customer owns the property on which it was installed (“Floor Coating Warranty”). This Floor Coating Warranty warrants that the floor coating will remain in place under reasonable wear and tear, not succumb to hot tire pick-up or staining from spills of oil, fluids, gasoline, and diesel that are promptly removed, or peel/delaminate from the concrete surface. The following items are excluded from the Floor Coating Warranty (“Excluded Items”): 1) Peeling or delamination caused by moisture underneath the slab on which the floor coating was installed—Contractor will test for such moisture and suppress it where needed but cannot warranty that such moisture will not cause peeling or delamination. 2) Damage from battery acid—The highly concentrated sulfuric acid is very caustic and can damage the floor. 3) Concrete cracks—While Contractor will repair concrete cracks that exist prior to floor coating installation, Contractor cannot warrant that cracks will not reappear or occur due to the concrete slab shifting or moving after installation. 4) Abuse or Neglect of Floor Coating—Contractor does not warrant damage to the floor coating caused by abuse or neglect of the floor coating. If Customer has a claim covered under this Floor Coating Warranty, Contractor will spot repair, at no additional cost to Customer, any areas of delamination in the floor not caused by the Excluded Items.

Storage Solutions Warranty (upright-based systems, overhead storage, floating shelf)

From the date of installation, Contractor provides to Customer a non-transferable lifetime limited warranty for all steel components of the Hello Garage storage solution and a non-transferable five (5) year limited warranty for all other parts of the Hello Garage storage solution, including, but not limited to, wire and plastic components, doors, pegboards, and work surfaces, as long as Customer owns the home in which the storage solution was installed and the storage solution is not moved (by other than Contractor) from its original installation location (“Storage Solutions Warranty”). This Storage Solutions Warranty warrants that the storage item(s) will be free from defects in materials and workmanship under normal use. Any defective storage part covered by this Storage Solutions Warranty will either be repaired, replaced, or refunded at Contractor’s discretion. This Storage Solutions Warranty does not cover storage parts that are damaged through accident, abuse, misuse, loading over the weight limits, commercial/industrial applications, neglect, or anything outside of reasonable wear and tear.

Garage Slatwall and Track System Warranty

From the date of installation, Contractor provides to Customer a non-transferable ten (10) year limited warranty for all Hello Garage slatwall, track systems, and associated accessories (hooks and baskets) as long as Customer owns the home in which the slatwall or track system is installed and the slatwall or track system is not moved (by other than Contractor) from its original installation location (“Slatwall and Track System Warranty”). This Slatwall and Track System Warranty warrants that the slatwall, track system, and associated accessories will be free from defects in materials and workmanship under normal use. Any defective slatwall, track system, or accessory covered by this Slatwall and Track System Warranty will either be repaired, replaced, or refunded at Contractor’s discretion. This Slatwall and Track System Warranty does not cover any items that are damaged through accident, abuse, misuse, loading over the weight limits, commercial/industrial applications, neglect, or anything outside of reasonable wear and tear.

General Terms

To the extent allowed by applicable law, the Floor Coating Warranty, Storage Solutions Warranty, and Slatwall and Track System Warranty (“Limited Warranties”) are made in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise. **EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THE LIMITED WARRANTIES, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranties.

Contractor’s sole obligation to Customer, and Customer’s sole and exclusive remedy with respect to the Limited Warranties, is to provide labor and materials necessary to repair or replace, or provide a refund for, any defect as set forth in the Limited Warranties. Contractor’s liability, whether in contract, warranty, tort, negligence, strict liability, or otherwise, including, but not limited to, any liability for personal injury from a slip and fall, shall under no circumstances exceed the actual amount paid by Customer, nor shall Contractor be liable for any consequential, incidental, special, or punitive damages.

The Limited Warranties may not be transferred or sold. The Limited Warranties are void if Contractor does not receive payment in full from Customer.