

## **LIMITED WARRANTIES**

### **Limited Polyaspartic Interior Floor Coating Warranty**

Contractor provides to Customer a non-transferable lifetime limited warranty for all interior polyaspartic floor coatings ("interior coating") installed by Contractor on Customer's interior residential concrete, for as long as Customer owns the property on which the interior coating was installed ("Limited Interior Coating Warranty"). This Limited Interior Coating Warranty provides that the interior 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. See exclusions below.

### **Polyaspartic Exterior Floor Coating Warranty**

Because of the nature of exterior concrete, Contractor does not provide a warranty, whether express or implied, on polyaspartic floor coating installed onto exterior surfaces, including but not limited to patios, walkways, stoops, stairs, aprons, pool decks and driveways.

### **Polyaspartic Commercial Floor Coating Warranty**

Polyaspartic coatings applied in commercial spaces are excluded from the Limited Interior Coating Warranty, and any warranties for commercial spaces may be provided by a separate custom limited warranty.

## **WARNING AND LIMITATION OF LIABILITY**

AS WITH MOST SURFACES, THE COATING IS MORE SLIPPERY WHEN WET AND FAILURE TO EXERCISE CARE MAY CAUSE PERSONAL INJURY. CONTRACTOR DOES NOT RECOMMEND INSTALLATION IN AREAS WHERE THIS MAY BE A CONCERN. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT INSTALLATION OF THE COATING ON ANY SURFACE EVEN WITH ADDITIONAL SLIP RESISTANCE IS AT THE CUSTOMER'S OWN RISK AND THAT CONTRACTOR DISCLAIMS, TO THE EXTENT ALLOWED BY APPLICABLE LAW, LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURIES, INCLUDING ANY PENALTIES AND PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE COATING ON ANY SURFACE OR THE MISUSE OF THE PRODUCT IN ANY AREA, INCLUDING, BUT NOT LIMITED TO, FAILURE TO PROMPTLY CLEAN UP SPILLS OR REMOVE MOISTURE FROM THE COATING.

### **Limited Storage Solutions Warranty (upright-based systems, overhead storage, floating shelf, slatwall, track system)**

Contractor provides to Customer a non-transferable lifetime limited warranty for all steel components of storage solutions installed by Contractor in Customer's home (other than slatwall accessories and track systems), and a non-transferable five (5) year limited warranty for all other parts of the storage solutions, including, but not limited to, wire and plastic components, doors, pegboards, work surfaces, slatwall, slatwall accessories, and track systems, for as long as Customer owns the home in which the storage solution was installed ("Limited Storage Solutions Warranty"). This Limited Storage Solutions Warranty provides that the storage item(s), and the steel components thereof, will be free from defects in materials and workmanship under normal use. See exclusions below.

### **Limited Vacuum Warranty**

Contractor provides to Customer a non-transferable three (3) year limited warranty for permanently installed components and the hose of a vacuum system installed by Contractor in Customer's home, for as long as Customer owns the home in which the vacuum system is installed ("Limited Vacuum Warranty"). This Limited Vacuum Warranty provides that the permanently installed components and the hose of the vacuum system will be free from defects in quality or workmanship under normal residential use on dry spills. See exclusions below.

## **General Terms**

To the extent allowed by applicable law, the Limited Interior Coating Warranty, Limited Storage Solutions Warranty, and the Limited Vacuum 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, 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.

## **Exclusions**

Limited Warranties do not cover and Contractor specifically disclaims liability for: 1. Damages or defects from battery acid or other harsh chemicals; 2. Cracks that appear due to concrete movement or street creep; 3. Staining from tires- plasticizers used in some tires can leach out of the tire; 4. Damages or defects from industrial vehicles/equipment or vehicles with tracks; 5. Damages or defects caused by abuse, neglect, accident, misuse, overloading, alteration, excessive heat, or anything outside of normal wear and tear. 6. Damages to personal property, dust incidental to the installation; 7. Any failure or delay in performance, defects, or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside its control; 8. Peeling or delamination caused by high moisture vapor drive from underneath the slab on which the floor coating was installed—Contractor will test for moisture and apply an appropriate basecoat product if needed but cannot warranty that such moisture will not cause peeling or delamination; or 9. if any of the products covered by the Limited Warranties have been repaired, changed, modified, or altered, other than by Contractor.