

RESILIENT CONCRETE COATINGS

TERMS & CONDITIONS

LIMITED LIFETIME WARRANTY COVERAGE

This limited lifetime warranty is nontransferable and applicable only to the owner of the property at the time of contracting.

RESIDENTIAL GARAGE

LIFETIME ADHESION WARRANTY

A limited lifetime warranty is provided for floor coating materials (up to a maximum of 3000 ft²) to the original consumer purchaser as follows: 1) against coating peeling/delamination from the concrete as long as the original consumer purchaser owns the home in which the floor coatings materials were installed: 2) against hot tire markings and staining from incidental spills of oil, transmission fluid, radiator fluid, gasoline, and diesel that are promptly removed for a period of 10 years from the date of substantial completion.

EXTERIOR

3 YEAR ADHESION WARRANTY

Floor coating materials (up to a maximum of 3000 ft²) are warranted to the original consumer purchaser against coating peeling/delamination from concrete for a period of 3 years from the date of substantial completion.

COMMERCIAL/INDUSTRIAL

3 YEAR ADHESION WARRANTY

Floor coating materials (up to a maximum of 5000 ft²) are warranted to the original consumer purchaser against coating peeling/delamination from concrete for a period of 3 years from the date of substantial completion.

LABOR GUARANTEE

1 YEAR LABOR GUARANTEE

Resilient Concrete Coatings will provide floor coating repair at no charge for a period of 1 year from the date of substantial completion of Resilient Concrete Coatings work.

REPAIR/RE-APPLICATION

Resilient Concrete Coatings sole obligation shall be repair or re-application, at Resilient Concrete Coatings option, of any defective floor area. Resilient Concrete Coatings obligation shall be limited to the cost of materials and labor in accordance with the time limits stated herein. Repairs may be done in effected areas only. Products used will be the closest color available at time of warranty claim, colors vary batch to batch, may be discontinued, and existing floor areas may fade and wear with time which may cause the repair area to have a different color, tone, and/or sheen than the existing areas of the floor.

Warranty repairs do not constitute an extension of the original warranty period for the original installation or any specific component thereof.

EXCLUSIONS

This limited warranty does not apply to and Resilient Concrete Coatings will not be responsible for normal wear and tear, faulty maintenance, misuse, abuse, neglect, extreme temperatures, fading or damage caused by UV exposure, staining or peeling caused by cracking of the substrate, defective substrate, hydrostatic pressure or moisture vapor transmission levels greater than 3 lbs, battery acid, brake fluid or any other industrial fluids, staining or damage caused by spills of any fluids, coating or property damage caused by improper repairs made or attempted by anyone other than Resilient Concrete Coatings, or as a result of any accident, casualty or natural disaster.

EXCLUSIVE REMEDY/LIMITED LIABILITY

The limited warranty will be the consumer purchasers sole and exclusive remedy against Resilient Concrete Coatings, whether in contract, under statue (including provisions as to the conditions, quality, or fitness for any particular purpose of goods supplied pursuant to the contract of sale), warranty, tort, strict liability, or any other legal theory.

DISCLAIMER

This limited warranty is made in lieu of and excludes all other warranties, express or implied, arising by operation of law or otherwise. EXCEPT FOR THE EXPRESS WARRANTY CONTAINED HEREUNDER, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no event shall Resilient Concrete Coatings be liable for special or consequential damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use of any property.

The Limited Warranty may not be transferred or sold.

The Limited Warranty is void if Contractor does not receive payment in full from consumer purchaser.