

15-YEAR LIMITED RESIDENTIAL WARRANTY

When installed by a Select Coatings installer, the materials are warranted for a 15 year duration of the coating. The materials and labor have a 15-year warranty for the original owner and subsequent owners under the same conditions stated herein, covering delamination from properly prepared substrates, peeling, chipping and/or blistering of the coating. The sole liability is limited to replacement of any product shown to perform otherwise than as warranted. This warranty is applicable to residential applications only and is dependent on the following conditions:

PHYSICAL ABUSE

1. This warranty does not apply to any damages to the coating by physical abuse, gouging, excessive force, high pressure washers, failure of the structure or substrate, vandalism, modifications to the substrate the coating is being applied, mechanical impact damage, exposure to heat or flame, exposure to solvents and/or acids, windstorms, lightning, nails, screws, plant life, animal life, abuse of owners, or any other acts of God, and other extensive damage beyond the scope and protections of the system applied.

HYDROSTATIC PRESSURE

2. This warranty does not apply to damage caused by a hydrostatic water problem, moisture vapor permeating the concrete slab, or exposure to either battery acid or brake fluid. This warranty does not cover changes or oxidation of the coating as a result of normal weathering or atmospheric conditions.

FAILURE OF SUBSTRATE(CONCRETE)

3. This warranty does not apply to delamination caused by improper substrate condition, or an internal failure of the substrate.

CRACKS REPAIR

4. This warranty does not apply to damage caused by cracks in the substrate prior to or occurring after the installation of the floor coating system that appear from ground shift and/or expansion/contraction of the substrate. Cracking due to substrate movement is not under warranty regardless of whether the same was repaired during original installation or not. There is no warranty for cracks or crack repair regardless of cause. This limited warranty shall not apply in the case of improper substrate construction, exposure of the products to solvents and/or higher concentrations of acids other than that moisture from within, under or adjacent to the concrete surface.

TOUCH UP BLENDING

5. Areas repaired under this warranty may vary in color and texture from areas originally installed which are not repaired. Select Coatings shall not be responsible or liable for matching color or texture for repaired areas versus unrepaired areas.

PREP

6. Products must be applied on a properly prepared surface in accordance with standard product specifications and application procedures.

STRUCTURAL DAMAGE

7. Select Coatings will not be liable for consequential or incidental damages of any kind including, but not limited to, damages to the structure or its contents resulting from defects in a coating system. The obligation assumed under this warranty is expressly limited to providing such materials and labor (as provided herein) required to repair any defects covered under this warranty.

CONSTRUCTION/ADDITIONS

8. The responsibilities under this warranty agreement cease if any alterations, additions, or repairs (excluding emergency repairs) are made except in accordance with specific written instructions from a Select Coatings Representative.
9. Any notice of claimed defects in materials shall be sent in writing by certified mail, return receipt requested, to Select Coatings, 27313 W. LaValley Place, Harrisburg, SD. Failure to notify Select Coatings in writing as provided above of any such claimed defects within 30 days of discovery of the claimed defect shall void the warranty claim.

10. Purchaser shall allow a Select Coatings Representative up to THIRTY (30) DAYS to inspect and provide replacement materials under this warranty. Select Coatings may, at its request, require photographs, invoice copies, or other information/documentation about the claimed coating failure.
11. This warranty becomes effective only upon payment in full to Select Coatings for all outstanding charges relating to this Project ID and the information required by this warranty is filled out completely via online submission or paper copy and returned to Select Coatings, 27313 W. LaValley Place, Harrisburg, SD, within THIRTY (30) DAYS of the completed project.

LIMITATIONS:

SELECT COATINGS PRODUCTS AND INSTALLATION ARE SOLD SUBJECT TO THE EXPRESS LIMITED WARRANTIES CONTAINED HEREIN, THE LIABILITY WHETHER BASED ON THIS WARRANTY, CONTRACT OR OTHERWISE, SHALL IN NO CASE EXCEED THE PURCHASE PRICE FOR THE PRODUCT AND DOES NOT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF USE OF THE FLOOR OR ITS CONTENTS OR SURROUNDINGS OR LOSS OF TIME AND INCONVENIENCE. SELECT COATINGS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS OR THE INSTALLATION, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. SHOULD ANY REPAIR BE NEEDED, THIS WARRANTY IS LIMITED TO THE REPLACEMENT OF THE SYSTEM MATERIALS WHICH HAVE FAILED AND SPECIFICALLY EXCLUDES, WITHOUT LIMITATION, BODILY INJURY, LOSS OR USE OF PROPERTY, CONSEQUENTIAL DAMAGES AND PROPERTY DAMAGED AS A RESULT OF SUCH FAILURE, SELECT COATINGS SHALL SUPPLY ALL NECESSARY MATERIALS FOR REPAIRS MADE UNDER THIS WARRANTY. ANY DESCRIPTION OF THE GOODS CONTAINED IN THIS AGREEMENT OR MADE THE BASIS OF THIS AGREEMENT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS, AND NO DESCRIPTION OF THE GOODS HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY DESCRIPTION MADE BY SELLER. NO SAMPLE OR MODEL HAS BEEN MADE PART OF THE BASIS OF THIS AGREEMENT OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SAMPLE OR MODEL EXHIBITED BY SELLER.

This warranty does not apply to salt-water applications or applications in which the coating is exposed to chemicals listed in the Product Data Sheet or Use and Care Instructions and/or other "corrosive" materials.

LUMBER/WOOD

The warranty does not apply to decks or pressure-treated lumber or bathroom showers or tubs. The warranty does not apply to improper subsurface conditions such as rotten wood, improper concrete mixes, and similar conditions, which would cause a lack of adhesion, and are also not covered under this warranty.

SLIP RESISTANCE

Select Coatings does not warrant that the coating system will create a slip-resistant surface. The surface may become slippery under certain conditions including but not limited to exposure to wet, oily, or greasy conditions. In no event shall Select Coatings be responsible for injury incurred in a slip and fall occurrence. It is the purchaser's responsibility to provide for their own safety and the safety of their guests and invitees.

This Limited Warranty will be effective pending the acceptance of the installed system by all parties, and after all paperwork and payment requirements have been met. This Limited Warranty supersedes any and all other warranties or representations whether written or oral, hereto made between the parties. This executed Limited Warranty Agreement, along with proof of payment to Select Coatings shall be completed online or returned to Select Coatings, 27313 W. LaValley Place, Harrisburg, SD 57032 within 30 days of acceptance of the installed coating system. This

warranty is granted to the original purchaser (customer) of the floor coating material and is transferable to subsequent owners under the same terms and conditions stated herein.

Terms and Conditions

We propose hereby to furnish material and labor - complete in accordance with above specifications.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. Client has a (3) day right to cancel without loss of deposit.