



## RESIDENTIAL GARAGE FLOOR LIMITED 15 YEAR WARRANTY

FLEXMAR residential garage floor coating systems, when installed by a FLEXMAR factory trained applicator, are warranted after installation for 15 years of the original purchaser's lifetime against any abnormal yellowing, fading or color change for the clear sealer to the effects of UV sunlight or overhead lighting and against failures to bond to concrete, peeling, flaking, chipping, excess impact or wear and excessive loss of gloss of the sealer. Customers may call FLEXMAR at 877-339-1442 to confirm an applicator's status as a FLEXMAR factory trained applicator.

**WARRANTY CLAIM PROCEDURES.** A claim under this warranty may be made by calling FLEXMAR at 877-339-1442. The original purchaser must retain original sales order and receipt to make a valid claim. Any claim under this warranty shall be deemed waived, unless the original purchaser gives notice within thirty (30) days following discovery of a potential warranty claim. Customer shall allow FLEXMAR or its distributors up to sixty (60) days to inspect and make repairs under this warranty.

**REMEDIES.** FLEXMAR's sole responsibility under this warranty shall be the cost of replacement materials to fix or repair the failed areas only, using FLEXMAR's provided flooring materials. A representative or distributor of FLEXMAR must be present to assess the failed area and judge the cause and mode of failure prior to any fix or repair. The duty to fix or repair only the damaged areas shall be the sole and exclusive remedy granted under this warranty.

**LIMITATIONS.** FLEXMAR's warranty is limited to the materials applied to the garage floor and does not include the floor or substrate itself. Where waterproofing is the intent, this warranty is limited to the replacement of materials under the conditions outlined above. FLEXMAR's only responsibility will be to furnish replacement materials free of charge for any faulty material. The cost of investigating leaks is not included in this warranty. Should a leak occur, FLEXMAR shall not be responsible for the repair or replacement of any interior furnishings or building material. Failures by external causes such as acts of God, fire, welding or other burns, mechanical impact damage, chemical spills, hydrostatic water pressure or abnormal use of the garage and its floor are not covered by this warranty. This warranty excludes damage to the coating resulting from defective concrete or improperly prepared substrates, building or structure settling, substrate cracking, moisture below the coating material, efflorescence, hydrostatic pressure, or mechanical and external physical abuses that constitute abuse other than normal wear and tear. Proper concrete surface preparation is achieved by mechanical grinding machines that remove all previous coatings, sealers, laitance, efflorescence, water repellants, curing compounds, oils, grease, fats, waxes, non-visible soluble salts and any other impediments to adhesion. The resulting receiving surface must have a profile of 50 to 120 grit or equal to ICRI CSP 2-3 profile, a neutral pH of 7 and not exceed water vapor emission levels up to 3 pounds/1,000 square feet over 24 hours using the Anhydrous Calcium Chloride test ASTM F-1869 to determine the existing water vapor emission rate prior to application. FLEXMAR is not responsible for concrete cracking due to substrate movement or existing cracks in substrate; cracks in substrate are not under warranty regardless of whether same was repaired during original installation or not. There is no warranty for cracks or crack repair. Areas repaired under this warranty may vary in color and texture from areas originally installed which are not repaired. 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.

**PRO-RATED REPLACEMENT.** The 15 year warranty against failures to bond to the concrete, peeling, flaking, chipping or excess wear and excessive loss of gloss of the clear sealer will be pro-rated based on remaining useful life.

In no event shall FLEXMAR's liability under this warranty exceed the cost of replacement materials, or return of the purchase price, for the products which may prove to be defective under normal use and service, provided such a claim is made within the time frame set forth above. This warranty shall be void if in the sole good faith judgment of FLEXMAR any such failures or damages are caused by structural movement, unforeseen moisture in concrete, natural disasters; the wrongful conduct of any other person; subsequent alterations or additions and failure to exercise reasonable care in maintaining surfaces coated by FLEXMAR's products.

Note: Below grade moisture treatment work has a warranty of only (1) year. FLEXMAR IS NOT RESPONSIBLE FOR DEFECTIVE DRAINAGE. IT IS UNDERSTOOD THAT WHERE GRADING OR ABRASION REPAIR IS DONE THERE MAY BE MINIMAL PUDDLING.

**SLIP RESISTANCE ADDITIVES.** Any surface can be slippery under certain conditions. FLEXMAR recommends the use of slip reduction additives in all garage floor or other walk-on surfaces that may be exposed to wet, oily, or greasy conditions. In no event shall FLEXMAR be responsible for injury incurred in a slip and fall situation. It is the purchaser's responsibility to provide for their own safety and the safety of their guests, invitees or others. While FLEXMAR coating systems may help provide a slip- and skid-resistant surface when dry, there is no guarantee that someone will not slip while walking on areas coated with our material. FLEXMAR therefore assumes no responsibility for slip-fall accidents. If properly selected and added during the mixing of the coating or broadcast into the wet paint film, the slip reduction additive only improves the slip co-efficient.

**TRANSFERABILITY.** This warranty is granted to the original purchaser and is not transferable to any other party or to a subsequent purchaser of the property.

**DISCLAIMER.** FLEXMAR SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES (SUCH AS BUT NOT LIMITED TO LOSS OF USE OF THE GARAGE OR ITS CONTENTS OR SURROUNDINGS OR LOSS OF USE OR TIME AND INCONVENIENCE) OR ANY INCIDENTAL EXPENSES FROM THE ABOVE EXPRESSED WARRANTY OR ANY IMPLIED WARRANTY. FLEXMAR'S LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE COST OF MATERIAL AND REPAIR OR REPLACEMENT OF DEFECTIVE MATERIALS BY TOUCH - UP AND SHALL NOT EXTEND TO OR INCLUDE ANY CONSEQUENTIAL OR INCIDENTAL OTHER DAMAGES OF ANY KIND OR CHARACTER. FLEXMAR shall not be liable for damage to or destruction of any real personal property resulting from defects in the work performed and/ or the materials provided pursuant to this contract. FLEXMAR makes no expressed or implied warranties of merchantability or fitness for a particular purpose which warranties are hereby expressly disclaimed and excluded. The original purchaser hereby expressly waives any claim to additional charges. This Limited Warranty supersedes any other warranty or other representation, whether written or oral, heretofore made between the parties.

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