



TERMS OF SALE

Install. Protect. Impress.

EPOXY · POLYASPARTIC · URETHANE · CRACK REPAIR
FLOOR COATING SYSTEMS

COATARY TECHNOLOGIES LLC

coatary.com · (801) 503-4036 · info@coatary.com

Mutually Agreed Terms of Sale

Payment Interest. Payment due as stated in this agreement under payment terms. If Customer fails to pay sums owed within ten (10) days of invoice due date, Customer shall pay interest at the annual rate of eighteen percent (18%), together with collection costs, attorneys' fees and court costs. This agreement is limited to the terms here of despite any additional and/or different terms proposed by Customer.

Limited Product Warranty. EXCLUDING ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, Coatary warrants its Product for one (1) year from installation against material manufacturing defects, and otherwise as set forth in the **Coatary Limited Product Warranty** posted at coatary.com and provided herewith.

Limitations of Liability. Coatary's sole and entire liability, at its option, **SHALL BE LIMITED TO A REPLACEMENT OF DEFECTIVE PRODUCT, OR A CREDIT OR REFUND OF CONTRACTOR'S PURCHASE PRICE.** Customer expressly waives and releases Coatary from, any other damages or injuries whatsoever, including labor or installation costs, damages to person or property, lost profits, labor costs, lost rents, as well as consequential, incidental, punitive or exemplary damages. Disputes shall be finally resolved solely and exclusively by arbitration in Salt Lake County, Utah under governing Utah law.

Coatary Technologies Limited Product Warranty

Coatary, LLC dba Coatary Technologies ("Coatary") warrants the Coatary concrete floor coating material ("Product") to be free of material manufacturing defects for a period of one (1) year from the original date of purchase of the Product ("Warranty Period"); provided that, the Product is installed by a professional approved by Coatary or with sufficient industry experience installing the Product or an equivalent system and subject to the terms and conditions hereof.

This limited warranty is non-transferable and is extended only to the original purchaser ("Contractor") for the originally designated project. If the Product fails due to a material manufacturing defect within the Warranty Period, Coatary, in its sole discretion, will either provide replacement Product or issue a credit or refund to Contractor in an amount equal to the original purchase price of the Product. Coatary shall not be responsible or liable for any other expense whatsoever, including labor or installation costs, incidental or consequential damages, economic loss, lost profits, business interruption, loss of use, contribution, indemnity or other loss arising from or relating to the use of the Product.

This limited warranty does not cover or apply to normal wear and tear, improper repairs, repairs made or attempted by other than Contractor, maintenance, misuse, abuse, neglect, extreme temperatures, moisture rising from the substrate and/or efflorescence, staining or peeling caused by cracking of the substrate, defective substrate, battery acid, brake fluid or other industrial fluids, surfaces other than 2500 psi concrete, waterproofing, loss of gloss, fading, cleaning, sloping, force majeure events and/or natural disasters.

This limited warranty is void if the Product is not properly maintained, not installed pursuant to the Product technical data sheet/requirements, applied directly to OSB, applied to any area not built in accordance with applicable building codes and if all of the Product is not purchased from Coatary or its authorized distributor.

THIS LIMITED WARRANTY, AND THE REMEDIES PROVIDED HEREUNDER, ARE EXCLUSIVE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY), WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY AGAINST COATARY IS LIMITED TO REPLACEMENT OF ANY DEFECTIVE PRODUCT, A CREDIT OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT.

Any and all disputes, claims or damages arising out of the use of the Product or relating to this limited warranty shall solely, exclusively and finally be arbitrated in the County of Salt Lake, State of Utah by a neutral arbitrator upon which the Contractor and Coatary agree, or if they cannot agree, by an arbitrator appointed under the Utah Arbitration Act. The Contractor and Coatary hereby **expressly waive** any right they may have to have a court or jury resolve any dispute or to an appeal of the arbitrator's final decision.

Unless written notice thereof is provided to Coatary within ninety (90) days of the discovery of any alleged Product defect, any claim arising from any Product defect or under this limited warranty shall be deemed waived and released by Contractor. Upon written notification, Coatary shall have the right to inspect and determine cause thereof and/or elect a foregoing remedy. Warranty replacement shall not extend the original Warranty Period of the original installation or any specific component or portion thereof.