

PRODUCT WARRANTY

Coatary Technologies warrants the Coatary concrete floor coating materials to be free of defects in the material for a period of one (1) year from the date of original purchase of the materials provided that the materials are installed by a professional installer with experience installing the Coatary or equivalent systems and subject to all terms and conditions set forth below.

Warranty is non-transferable and applicable only to the contractor for the project at the time of contracting. If the Coatary concrete floor coating materials fail due to defects within the warranty period, Coatary Technologies, at its sole discretion, will either provide replacement materials for the defective Coatary concrete floor coating materials or issue a credit for the original purchaser in an amount not to exceed the original cost of the materials. Coatary Technologies shall in no way be responsible or liable for any labor costs or any incidental or consequential damages, including without limitation, economic losses, loss profits, business interruption, loss of use, contribution, indemnity or other losses arising from the use of the Coatary concrete floor coating materials.

This warranty does not apply to and Coatary Technologies has no responsibility or liability for: Normal wear and tear; improper repairs; repairs made or attempted by another contractor other than original contractor; maintenance; misuse, abuse, and 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 not wiped up within 10 minutes; surfaces other than 2500 psi concrete; waterproofing of any sort; loss of gloss, fading, and cleaning; sloping; and/or natural disasters.

This warranty is void if the Coatary concrete floor coating materials are: Not properly maintained; not installed pursuant to the system technical data sheet; applied directly to OSB; applied at any area that is not built in accordance with applicable building codes. The warranty is also void if all of the materials are not purchased from Coatary Technologies or an authorized distributor of Coatary.

THIS MATERIAL WARRANTY AND THE REMEDIES PROVIDED HEREUNDER ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY). THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THAT SPECIFICALLY DESCRIBED HEREIN. PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE MANUFACTURERS OF COATARY TECHNOLOGIES INCLUDING CLAIMS BASED UPON THE MANUFACTURER'S NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF ANY DEFECTIVE COATARY MATERIAL OR A PAYMENT BY THE MANUFACTURER IN AN AMOUNT EQUAL TO THE COST OF THE ORIGINAL COATARY MATERIAL.

Any and all disputes, claims or damages arising out of the use of Coatary concrete floor coating materials or this Warranty shall be arbitrated in the County of Salt Lake, State of Utah, utilizing the services of a neutral dispute resolution service upon which the purchaser and the manufacturer agree, or if they cannot agree, utilizing the services of the American Arbitration Association. The purchaser and the manufacturer hereby waive any right they may have to have a jury decide any dispute.

All claims arising from any defect in the Coatary concrete floor coating materials or under this Warranty shall be presented to the manufacturer within ninety (90) days of the discovery of the alleged defect. Upon notification, Coatary Technologies shall have the right to inspect and determine cause of repair. The absence of a written claim within this time period shall constitute a waiver of all claims, rights and damages against the manufacturer. Warranty repairs do not constitute an extension of the original warranty period for the original installation or any specific component or part thereof.