

LIMITED WARRANTY

Concreate LLC ("Concreate" or "us") will warrant from the original date of installation material that fails due to any manufacturing defect when installed by a Concreate certified installer or otherwise in accordance with the Installation Instructions available at www.concreate.net. This warranty does not apply to any installation or material not installed by a Concreate Certified Installer or otherwise in accordance with the Installation Instructions. This warranty applies to the repair or replacement of failed material that has been permanently installed at a residence. The option to repair or replace the material will be determined by Concreate in its sole discretion.

This residential warranty is available to the original owner of a single family residence (including, without limitation, a condominium) in which Concreate has been originally installed and is non-transferable. In the case of a newly constructed single-family residence, this warranty is available to the "first" owner purchasing the residence with Concreate permanently installed and is non-transferable.

TERMS & CONDITIONS:

This warranty applies only to fully installed product and is effective for ten (10) years after installation date.

- A. This warranty applies only to Concreate materials and does not apply to any products manufactured or supplied by any party other than Concreate.
- B. This warranty applies only to Concreate materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation. If, during or after installation, you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.
- C. This warranty does not cover any residence where the owner is not the occupant.
- D. This warranty does not cover materials and/or services that have not been paid in full.
- E. This warranty applies only to materials that have been maintained according to the Concreate care and maintenance guidelines, available at www.concreate.net.
- F. To request service under this warranty you must contact the company who sold you Concreate or contact Concreate LLC directly at (855) 265-2116 within thirty (30) days of the failure of Concreate materials.
- G. You must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the owner, authorized dealer and Concreate Certified Installer (as applicable). Upon receipt of your original receipt or invoice showing the name of the owner, authorized dealer and Concreate Certified Installer (as applicable), Concreate LLC will fully honor this warranty even though no registration of warranty is on file. You must agree to cooperate with Concreate LLC or its authorized agents in the inspection of the product and assist Concreate's authorized agents in efforts to perform our obligations under this warranty.
- H. This warranty is non-transferable.
- I. In the event that Concreate materials fail due to a manufacturing defect, Concreate LLC will, at its sole discretion, repair or replace such materials. Concreate LLC will seek to obtain the best possible result, whether we decide to repair or replace your installation. However, exact color match is never guaranteed. All decisions regarding this warranty are at the sole discretion of Concreate LLC. No representative, dealer, salesperson, distributor, installer, or any other person is authorized to make any warranty or promises on behalf of Concreate LLC with respect to Concreate products.

EXCLUSIONS:

- 1. This warranty does not cover use for any commercial purposes. Commercial use includes but is not limited to, use in a store, rental properties, office or any other place of business.
- 2. This warranty does not cover products installed in any outdoor application.
- 3. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
- 4. This warranty does not cover claims regarding damage such as scratches, indentations, or discoloration, resulting from lack of proper maintenance, misuse, negligence, spiked-heel shoes, pets, insects, water, moisture, fire, pebbles, sand, or other abrasives, insufficient protection of furniture, wet-mopping, excessive heat or dryness, failure to maintain proper levels of humidity, or failure to follow all Concreate maintenance and care instructions. Use of floor care products other than those especially formulated for use on Concreate floors may damage your floor and void this warranty. See your dealer or contractor for Concreate approved floor care products.
- 5. This warranty does not cover chips or other excessive impact damage in the product.
- 6. This warranty does not cover scratches.

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7. This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Concreate care & maintenance guidelines at www.concreate.net.
8. This warranty does not cover failures due to installers not following the prescribed installation procedures as outlined by Concreate LLC. Improper installation is the sole responsibility of the installer.
9. This warranty does not cover any defects that were visible at the time of installation and were not avoided during installation. Installers are required to perform a visual inspection of all materials prior to installation.
10. This warranty does not cover seam appearance or seam performance, adhesives, caulk or other accessory items. Once the product is installed, the two main reasons for seam separation or cracking are the shifting or movement of the sub floor foundation.
11. This warranty does not cover any chemical damage.
12. This warranty does not cover any creative use of the material including bending or curving.
13. This warranty does not cover material that has been milled or reduced in thickness.
14. This warranty does not cover securing mechanical fasteners directly into the material.
15. This warranty does not cover any failures due to inadequate support for the installation.
16. This warranty does not cover chips or cracks that are a result of exposed material edges.
17. This warranty does not cover mitered edges.
18. This warranty does not cover the altering of any factory-applied finish. Only colors listed as available in our brochure, sample book or on our website are eligible under this warranty. Any issues arising from any attempt to alter the surface is the sole responsibility of the installer.
19. This warranty does not cover common temporary marks such as metal marks, fingerprints or other signs of daily living.
20. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the Concreate product covered under this warranty.
21. This warranty does not cover natural variations in the color, size, shape and distribution of the pattern of the natural surface material or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to consumers, dealers and installers are only representative and not an exact replication of the final installed product.
22. This warranty does not cover what is referred to as spots or blemishes smaller than a ten (10) cent piece. The presence of certain spots or blemishes are inherent in the manufacturing process.

Concreate LLC is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.

Concreate LLC shall not be responsible in either contract or tort for any loss or direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty.

THE FOREGOING IS THE COMPLETE WARRANTY FOR CONCREATE AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO CONCREATE AND CONCREATE LLC EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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