

LIMITED WARRANTY

Concreate LLC (“Concreate” or “us”) warrants to the owner of the original installation (“original owner” or “you”) that Concreate material, when installed by a Concreate Certified Installer or otherwise in accordance with the Installation Instructions available at www.concreate.net shall be free of manufacturing/material defects. 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 defective Concreate product that has been permanently installed and has remained in its original location. The option to repair or replace the material will be determined by Concreate in its sole discretion.

Concreate makes no express or implied warranty including without limitation, the warranties of merchantability or fitness for a particular purpose, or warranties from any other course of dealing or trade usage regarding the product. No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

Concreate’s sole responsibility and liability under this warranty shall be to repair, or to replace, at Concreate’s sole option, the products shown to be defective, during the warranty period. Concreate shall have no liability for any loss, expense or damage, as a result of the installation of Concreate material. Under no circumstances shall Concreate be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

The original owner must provide Concreate LLC with prompt notice of any alleged defect by contacting Concreate LLC at (855) 265-2116. Concreate or its authorized agents must be permitted to inspect the product and to follow our warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Concreate LLC and shall be final and binding on all parties. No representative, dealer, salesperson, distributor, or any other person is authorized to make any warranty or promises on behalf of Concreate LLC with respect to Concreate products.

In the event of defect covered under this warranty, Concreate shall have the sole discretion whether to repair or replace Concreate material (not including the cost of installation). Notwithstanding the foregoing, replacement of defective Concreate product will be subject to inventory constraints. In addition, Concreate cannot guarantee that the replaced product will be exactly the same as the defective product.

TERMS & CONDITIONS:

This limited warranty applies only to fully installed product and is effective for five (5) years after the installation date.

- A. This warranty applies only to Concreate materials. This warranty does not apply to any products manufactured or supplied by any party other than Concreate.
- B. This warranty applies only to Concreate materials that are permanently installed on Commercial Property (as defined below) and that have not been moved from their original installation.
- C. This warranty does not apply to unoccupied structures.
- D. This warranty does not cover materials and/or services that have not been paid in full.
- E. This warranty only applies to materials that have been maintained according to Concreate’s warranty and care and maintenance guidelines. Care & Maintenance guidelines are available at www.concreate.net.

You must provide proof of purchase in the form of your original receipt or invoice showing the name of the owner and Concreate Certified Installer (if applicable). Upon receipt of this original documentation, Concreate LLC will fully honor this warranty. You must agree to cooperate with Concreate LLC or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

- 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 30 days of the failure of Concreate materials.
- G. Laws and building safety regulations governing the design, engineering and construction of installations vary widely. Concreate assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.
- H. “Commercial Property” shall mean any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels or other temporary residence applications.
- I. This commercial warranty is non-transferable.

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EXCLUSIONS:

1. Routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the Concreate Care & Maintenance guide are not covered.
2. This warranty does not cover Concreate products used in outdoor applications.
3. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling 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 failures due to installers failing to follow the prescribed installation procedures as outlined by Concreate. Improper installation is the sole responsibility of the installer.
6. This warranty does not cover chips or other excessive impact damage to the product.
7. This warranty does not cover surface scratches.
8. This warranty does not cover products installed with a known or visible manufacturing defect at the time of installation, including, but not limited to, color variance particularly at seam locations.
9. This warranty does not cover seam performance or seam appearance, adhesives, caulks or any 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.
10. This warranty does not cover any creative use of the product including bending or curving.
11. This warranty does not cover product that has been milled or otherwise reduced in thickness.
12. This warranty does not cover altering of the factory-applied finish.
13. This warranty does not cover mitered edges.
14. This warranty does not cover natural variations in color, size, shape or distribution of the pattern of the natural surfacing or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to architects, designers, dealers, and consumers are only representative and not an exact replication of the final installed product.
15. This warranty does not cover what is referred to as spots or "beauty marks" smaller than a ten-cent (10) piece.
16. Concreate shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result of a repair or replacement of a defective Concreate slab covered under this warranty.
17. This warranty does not cover damages caused by work such as plumbing, electrical, tile, cabinets, flooring, etc.
18. This warranty does not cover product that has been moved from its original installation location.

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

Concreate LLC shall not be responsible either in 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 PRODUCTS 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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