



**westcoat**®

## WARRANTY

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### WESTCOAT EPOXY MORTAR SYSTEM MATERIAL WARRANTY

Westcoat warrants the Westcoat Thin Film 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 applicator with experience installing the Westcoat Thin Film or equivalent systems and subject to all terms and conditions set forth below.

If the Westcoat Epoxy materials fail due to defects within the warranty period, Westcoat, at its sole discretion, will either provide replacement materials for the defective Epoxy materials or reimburse the original purchaser in an amount not to exceed the original cost of the materials. Westcoat 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 Epoxy materials.

This warranty does not apply to and Westcoat has no responsibility or liability for: (1) moisture rising from the substrate and/or efflorescence; (2) cracks due to movement of substrate; (3) surfaces other than 2500 psi concrete; (4) waterproofing of any sort (5) maintenance, (6) loss of gloss, fading, and cleaning (7) sloping.

This warranty is void if the Epoxy materials are: not properly maintained; not installed pursuant to the current system information sheet; and/or 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 an authorized distributor of Westcoat.

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 WESTCOAT, INCLUDING CLAIMS BASED UPON THE MANUFACTURER'S NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF ANY DEFECTIVE EPOXY MATERIAL OR A PAYMENT BY THE MANUFACTURER IN AN AMOUNT EQUAL TO THE COST OF THE ORIGINAL EPOXY MATERIAL.

Any and all disputes, claims or damages arising out of the use of Epoxy materials or this Warranty shall be arbitrated in the County of San Diego, State of California, 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 Epoxy materials or under this Warranty shall be presented to the manufacturer within ninety (90) days of the discovery of the alleged defect. Upon notification, Westcoat 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.



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GENERAL WARRANTY 01/10