



# WARRANTY

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## WESTCOAT TEMPER-CRETE MATERIAL WARRANTY

Subject to the conditions, limitations and requirements set forth below, Westcoat warrants the Westcoat Temper-Crete 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 factory trained state-licensed contractor enrolled in the Westcoat QCA program and subject to all terms and conditions set forth below. Westcoat disclaims any warranty for the labor or installation of the Temper-Crete materials.

If the Westcoat Temper-Crete materials fail due to defects within the warranty period, Westcoat, in its sole discretion, will either provide replacement materials for the defective Temper-Crete 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, lost profits, business interruption, loss of use, contribution, indemnity or other losses arising from the use of the Temper-Crete 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) repairs and/or maintenance of the finish coat, (6) loss of gloss, fading, and cleaning (7) sloping.

This warranty is limited to the original purchases and is non-transferable. This warranty is void if the Temper-Crete materials are: applied to the top of OSB; 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 TEMPER-CRETE MATERIAL OR A PAYMENT BY THE MANUFACTURER IN AN AMOUNT EQUAL TO THE COST OF THE ORIGINAL TEMPER-CRETE MATERIAL.

The Westcoat Temper-Crete system requires a maintenance topcoat specified by a factory representative, every two to four years (depending on ultraviolet exposure and/or traffic) as determined by a factory representative or authorized inspector. Inspections are required one year after installation and every two years thereafter by a factory authorized representative. The record of the inspection must be kept in writing and entitlement to the benefits of this warranty require the purchaser to show proof of purchase of the materials and the record of inspection(s).

All claims arising from any defect in the Temper-Crete materials or under this Warranty shall be made, in writing, to Westcoat within ninety (90) days of the discovery of the alleged defect and within the time period of this warranty. Upon notification, Westcoat shall have the right to inspect and determine course of repair. The absence of a written claim within this time period shall constitute a waiver of all claims, rights and damages against Westcoat, and its affiliates. This warranty shall not toll or extend any statute of limitation applicable to a claim of negligence, breach of contract or strict liability against Westcoat.

Any and all disputes, claims or damages arising out of the use of Temper-Crete 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 Westcoat agree, or if they cannot agree, utilizing the services of the American Arbitration Association. The purchaser and Westcoat hereby waive any right they may have to have a jury decide any dispute.



**westcoat**<sup>™</sup>

4007 Lockridge Street San Diego, CA 92102  
800•250•4519 • Fax 619•262•8606 • westcoat.com