



10 Year Limited Warranty for Vital Coat® Brand Concrete Sealers, V-100, V-200 and V-300 Products.

NxTech Holdings LLC (“NxTech”, “Vital Coat”, “Vital”) solely and expressly warrants that its products marked with 10-year warranty seal, shall be free from defects and of merchantable quality. If the above products fail to produce results consistent with NxTech’s specifications for the application in question, for 10 years from the date of purchase, NxTech will replace the defective product. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any claim must be made within thirty (30) days from the discovery of the product issue. This warranty is not transferable and proof of purchase is required. Purchaser assumes all risk and liability resulting from the handling, use, or storage of the product delivered and NxTech shall not be responsible for inferior materials and other products used previously resulting in unsatisfactory surfaces or improper applications to warrant product performance. NxTech shall not be responsible for the cost of repair, removal, installation or re-installation of any products or items supplied by third parties. Furthermore, without NxTech’s written consent, NxTech will not be responsible for, and assumes no liability for the materials or workmanship or any transportation charges, labor costs or other related replacement of defective products. This warranty shall be void if: (a) the products have not been stored, installed, maintained or applied in accordance with NxTech’s instructions, recommendations and directions or accepted industrial standards and practices, (b) the products have been subjected to any accident, misapplication, abuse or misuse, (c) a buyer has used, repaired, or modified the products after the discovery of the defect without NxTech’s prior written consent to continue use, or (d) a buyer refuses to permit NxTech to determine the nature of defect claimed. NxTech has not, does not and will not authorize anyone on its behalf to make any written or oral statements which in any way alters NxTech’s installation information or instructions in its product literature or on its packaging labels. Buyer shall be solely responsible for determining the suitability of Vitals’ products for the Buyer’s intended purposes.



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