

# VITAL COAT 3 YEAR LIMITED WARRANTY

## Vital Coat V-200 Pro Protective Concrete Sealer

### Standard Limited Warranty

NxTech Holding's LLC, DBA Vital Coat (Vital Coat) solely and expressly warrants that its products referenced above shall be free from defects and of merchantable quality for 30 days from the date of original purchase. If the product is found to be defective under this warranty, the exclusive remedy shall be replacement of the defective product. Such product replacement shall constitute the sole and exclusive remedy for any claim under this warranty.



Any claim must be made within thirty (30) days from the discovery of the product issue. This warranty is not transferable, meaning the warranty cannot be assigned to another party. For example, if the dwelling or property that is sealed with this product is sold, leased, or rented to another party, then the warranty is no longer valid.

Vital Coat's entire liability shall be limited exclusively to product replacement. Furthermore, without Vital Coat's written consent, Vital Coat will not be responsible for, and assumes no liability for the materials, installation materials, workmanship or any transportation charges, labor costs, substrate replacement and cost associated with labor for the application, removal and/or re-application of any product are also excluded from this warranty. Vital Coat will replace with equivalent or comparable product, at no charge F.O.B. Factory.

Purchaser assumes all risk and liability resulting from the handling, use, or storage of the product delivered and Vital Coat shall not be responsible for inferior materials and other products used previously resulting in unsatisfactory surfaces or improper applications to warrant product performance. Vital Coat shall not be responsible for the cost of repair, removal, installation or re-installation of any products or items supplied by third parties.

This warranty shall be void if: (a) the products have not been stored, installed, maintained or applied in accordance with Vital Coat's instructions, recommendations and directions (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 Vital Coat's prior written consent to continue use, or (d) a buyer refuses to permit Vital Coat to determine the nature of defect claimed.

### 3-year Warranty

Vital Coat warrants that products used in accordance with the label instructions, will not 1. delaminate from properly prepared surfaces, 2. peel, chip, or flake from properly prepared surfaces 3. fade or deteriorate from UV light exposure from properly prepared surfaces. This warranty shall be effective for a period of 3 years from date of purchase. This warranty is non-transferrable. If this product fails to perform as explained above when used according to label instructions within the warranty period, Vital Coat will, upon presentation of proof of purchase (original sales receipt) and inspection, provide an equivalent or comparable product at no charge F.O.B. factory. Such product replacement shall constitute the sole and exclusive remedy for any claim under this warranty. Since we have no control over surface preparation or application, THIS 3 YEAR WARRANTY DOES NOT

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INCLUDE THE COST OF: LABOR, INSTALLATION MATERIALS FOR APPLICATION, APPLICATION REMOVAL OR REAPPLICATION OF SEALER OR SUBSTRATE REPLACEMENT.

For any claim covered by this warranty original purchaser must supply proof of purchase (the original sales receipt), an explanation of the manufacturing defect and the product must be made available for inspection by Vital Coat prior to product replacement. Original purchaser must also provide documentation including but not limited to: the substrate moisture content at time of application, devices utilized to test moisture content, time stamped photo depicting moisture content and devices utilized prior to application. Failure to produce documentation renders warranty null and void in its entirety. No claim will be honored unless Vital Coat is given an opportunity to inspect the product and application photos. Failure to produce product and application photos for inspection renders the warranty null and void in its entirety.

This warranty does not cover:

Improper installation

Ordinary wear and tear

Cracks that develop after the application that are a result of the substrate and/or substrate movement or damage caused by building shifts

Any item which might be expected to damage the product including but not limited to: abuse, negligence, falling objects, fire, hurricane, earthquake, tornado or other natural disaster, exposure to extreme heat or accident, exposure to chemicals, acids or contaminants that can break down the product.

Damage caused by heavy use and/or traffic, abusive conditions, or accidents, including, but not limited to, scratching and scuffing.

Any color or shade variations, different markings, holes, pits, inclusions, veining, density, and any element inherent to the natural substrate,

Misuse of product or workmanship not in accordance with manufacturer's instructions, Use and Care Guide, and applicable industry standards and building codes.

Cost of labor for application, removal or reapplication of sealer, installation materials, substrate replacement

Improper maintenance of the finished installation that results in aesthetic and/or performance problems

Substrate/structural failure resulting in the delamination of the Vital Coat product(s)

Acceptance of delivery of our product means that you have accepted the terms of this warranty whether or not purchase orders or other documents state terms that vary from this warranty. No representative is authorized to make any representation or warranty or assume any other liability on our behalf with any sales of our products. Our products contain chemicals that may cause serious physical injury. Before using, read the Safety Data Sheet and follow the precautions to prevent bodily harm.

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Any and all disputes or claims arising out of the use of this product, or relating to the provisions of this warranty, must be arbitrated utilizing services of a neutral dispute resolution service upon which the buyer and Vital Coat agree, or if they cannot agree, utilizing the services of American Arbitration Association.

All communication pertaining to the claims will be handled through Vital Coat the manufacturer. The performance of repairs under this warranty will not toll the running of the warranty period.

These Warranties 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 the described herein. The owner's sole exclusive remedy against Vital Coat including claims based upon its negligence or strict liability, shall be limited solely to the costs of sufficient replacement materials, no labor, installation materials or substrates.

Vital Coat shall have no liability for any damage to other components or contents of the application, not for any consequential or incidental damages including, but not limited to, lost profits, sales or revenues, loss of use of application, cost of capital, cost of a substitute building, facilities or services, downtime cost or claims of tenants of the building for such damages or personal injury.

This warranty is solely for the benefit of the owner of this product at the time of treatment in which product is applied, and it does not extend to any successors or assignees of said owner.

This warranty is made and entered into the State of Florida and shall in all respects be interpreted, enforced, and governed under the laws of said state.

Vital Coat has not, does not and will not authorize anyone on its behalf to make any written or oral statements which in any way alters Vital Coat's installation information or instructions in its product literature or on its packaging labels. Buyer shall be solely responsible for determining the suitability of Vital Coats' products for the Buyer's intended purposes.

Owner shall notify Vital Coat, in writing, within 15 days of the discovery of the alleged defect or claim. Mail written claim along with proof of purchase to the following address: Vital Coat, 2656 Bantry Bay Drive, Tallahassee, Florida. 32309

