



LIMITED LIFETIME RESIDENTIAL WARRANTY

To qualify for the benefits of this Limited Lifetime Residential Warranty ("Warranty"), you are required to complete and submit the warranty registration form within thirty (30) days from the date of installation. Registration is a mandatory condition for coverage under this Warranty. Failure to register within the specified timeframe will result in the forfeiture of warranty benefits, though all exclusions and limitations outlined in this Warranty will still apply.

1. **Lifetime Coverage Period:** In accordance with the terms and conditions of this warranty, Epoxy Warehouse warrants to the owner(s) of the residential property where an Epoxy Warehouse Coating System (the "Epoxy System") has been installed (the "Residence") that, starting from the date of installation completion (the "Installation Date") and continuing until the earlier of (i) the lifetime of the owner(s) or (ii) the period before any transfer of ownership interest in the Residence, except as expressly permitted by this Warranty (the "Lifetime Coverage Period"), the following will apply:
 - a. The Epoxy Warehouse Polyaspartic Topcoat (the "Epoxy Topcoat"), when applied as part of the Epoxy System, will not experience discoloration due to ultraviolet (UV) exposure from sunlight, aside from expected oxidation or weathering over time under normal environmental conditions, and
 - b. The Epoxy System will be free from defects such as flaking, bubbling, splitting, or any other adhesion failures, excluding normal wear and tear (collectively referred to as "Damage").
2. **Conditions:** During the Lifetime Coverage Period, this Warranty covers the Epoxy Topcoat and the Epoxy System upon installation and remains subject to the exclusions and limitations outlined in this Warranty. Additionally, unless expressly stated otherwise within, this Warranty is non-transferable and non-assignable.
3. **Key Definitions:** As used in this Warranty: (a) the "Owner(s)" (i) refers to the individual(s) holding ownership in fee simple of the Residence on the Installation Date. If the entire ownership of the Residence is transferred within twelve (12) months of the Installation Date, the first subsequent fee simple owner(s) of the Residence will become the Owner(s). (ii) "Owner(s)" may include (A) one individual, (B) multiple individuals, (C) a combination of one or more individuals and one or more corporations, limited liability companies, partnerships, trusts, or other entities recognized by Epoxy Warehouse (singularly referred to as "entity" and collectively as "entities"), or (D) one or more entities; (b) the "lifetime of the Owner(s)" refers to the earliest lifetime of an individual with direct or indirect ownership or beneficiary interest in a trust holding ownership of the Residence; and (c) "Epoxy Coating System" or the "System" refers to the combination of chemical and other components (including, but not limited to, concrete preparation and repair products, basecoat, chips, and topcoat) specifically specified, authorized, or approved in writing by Epoxy Warehouse (or sourced from Epoxy Warehouse and approved for that application). These components (collectively, "Authorized Components") must be installed at the Residence by a dealer expressly authorized by Epoxy Warehouse ("Certified Epoxy Warehouse Dealer" or "Certified Installer"), or in the case of maintenance, performed by a Certified Installer or others, provided such installation or maintenance follows Epoxy Warehouse's instructions and best practices for preparation, installation, and maintenance.
4. **Exceptions:** The following are expressly excluded from this Warranty:
 - a. Damage (including, but not limited to, Adhesion Damage) caused wholly or partially by any of the following: (a) physical abuse or misuse of the Epoxy System, such as (i) excessive weight or wear beyond typical residential use or (ii) dragging or dropping heavy objects; (b) accidents, fire, or acts of nature (including, but not limited to, floods, tornadoes, hurricanes, earthquakes, or other weather-related events), which may cause discoloration, staining, fading, excessive wear, scratching, dents, gouges, scuffs, cuts, or similar results; (c) non-residential or atypical use, such as installation in (i) commercial or industrial environments or (ii) high-moisture settings (including, but not limited to, underwater or standing water exposure); (d) cracks; (e) alterations to the chemical or physical characteristics of the system, including the use of components not expressly approved or sourced by Epoxy Warehouse (collectively referred to as "Unauthorized



- Components") in place of, or mixed with, Authorized Components; (f) exposure to corrosive substances (including brake fluid and battery acid); (g) repairs or servicing of the Epoxy System not performed by an Authorized Epoxy Warehouse Installer; (h) extreme temperature exposure beyond typical residential conditions; or (i) movement or settling of the surface, base, subbase, subgrade, or foundation beneath the system.
- b. Damage caused by (a) alkali, hydrostatic pressure, efflorescence, mold, mildew, or excess moisture in the concrete or its base, subbase, or subgrade, or (b) defective or deteriorating concrete or its base, subbase, or subgrade, including exposed concrete reinforcement causing rust.
 - c. Discoloration, fading, staining, or other adverse effects caused by substances such as dyes, inks, synthetic or rubber products (including, but not limited to, soft tires, tire shine, scuffs, burnout marks, or floor mats), rust (whether from vehicles or other sources), misuse of maintenance products, or the use of maintenance products not expressly approved or sourced by Epoxy Warehouse, improper maintenance, or contaminants such as asphalt, resins, or driveway sealers.
 - d. Defects arising from improper (a) preparation, product, or coating choice, (b) substrate, base, subbase, subgrade, or surface preparation, or (c) installation, including failure to apply coatings of the proper type, depth, or thickness, or where the substrate lacks (i) a profile of 20 to 30 grit, (ii) a neutral pH of 7, or (iii) moisture vapor transmission below 5.5% using Tramex CME 4 moisture meter tests (collectively referred to as "Installation Errors").
 - e. Variations in appearance between the originally installed Epoxy System and subsequently repaired areas.
 - f. Use of Epoxy substrate preparation or repair products without the timely application of the other parts of the Epoxy System.
5. **Sole Recourse:** For any defects or failures in the Epoxy Topcoat or Epoxy System, as determined by Epoxy Warehouse, that occur under the conditions covered by this Warranty within the Lifetime Coverage Period, Epoxy Warehouse will provide, at no charge, the necessary Authorized Components to an Authorized Epoxy Warehouse Installer, designated by Epoxy Warehouse, to repair or replace the defective or failed part(s) of the Epoxy System. Labor costs for such repairs or replacements are not included, unless (a) the defective or failed part(s) is subject to a recall issued by Epoxy Warehouse, and (b) Epoxy Warehouse confirms that Installation Error was not a factor in the defect or failure. The Authorized Components provided will be of (i) substantially equal or (ii) higher value and quality than those originally used, as determined by Epoxy Warehouse. The remedy outlined in this Warranty is the sole and exclusive recourse for claims under this Warranty.
6. **Restrictions:** THIS WARRANTY REPLACES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS, OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY IMPLIED OR ARISING UNDER FEDERAL OR STATE LAW IS LIMITED TO THE SCOPE AND DURATION OF COVERAGE PROVIDED IN THIS WARRANTY. ANY ACTION FOR BREACH OF WARRANTY MUST BE FILED NO LATER THAN TEN (10) DAYS AFTER THE LIFETIME COVERAGE PERIOD. UNDER NO CIRCUMSTANCES SHALL EPOXY WAREHOUSE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM A BREACH OF THIS OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL APPLY REGARDLESS OF ANY FAILURE OF THE WARRANTY'S ESSENTIAL PURPOSE. THIS WARRANTY DOES NOT COVER ANY LOSS OF USE OF THE AREA WHERE THE EPOXY SYSTEM WAS APPLIED. No agent, representative, or employee of Epoxy Warehouse or any Certified Installer has the authority to modify the terms and conditions of this Warranty.
7. **State Law:** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
8. **Warranty Requests:** If you need to submit a warranty request, it must be done in writing within thirty (30) days of when the issue has been or should have reasonably been discovered, and no later than ten (10) days after the end of the Lifetime Coverage Period. To initiate a request, the Owner(s) must complete a warranty form either by (a) submitting it online to info@epoxywarehouse.com or (b) sending a paper copy to: Epoxy Warehouse, Attn: Warranty Department, 922 SE 14th PL, Cape Coral, FL 33990.



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9. **Legal Recourse:** This Warranty, as well as any and all claims or causes of action arising from or related to it (whether based in contract, tort, or statute), shall be governed by and interpreted according to the substantive and procedural laws of the State of Florida, without regard to its conflict of laws provisions. The United Nations Convention for the International Sale of Goods will not apply. Before pursuing any legal or equitable recourse for breach of this Warranty or any implied warranties, the written notice of the claim must be submitted, and the repair or replacement process outlined in this Warranty must be completed. Any legal action for breach of this Warranty or any implied warranty must be initiated no later than ninety (90) days after the Lifetime Coverage Period. Some states may not allow a reduction in the statute of limitations, so this limitation may not apply to you. Any legal disputes related to this Warranty or alleged breaches of it, implied warranties, or representations by Epoxy Warehouse must be resolved in a bench trial in a state court in Florida, with both the Owner(s) and Epoxy Warehouse waiving their right to a jury trial. Additionally, the Owner(s) waive their right to participate in any class action lawsuit against Epoxy Warehouse regarding alleged defects or failures of the Epoxy System. Performing repairs, attempting to resolve a complaint, or filing a claim under this Warranty will not (a) waive any of Epoxy Warehouse's rights or (b) extend (i) the Lifetime Coverage Period or (ii) the deadline for the Owner(s) to bring an action for breach of warranty, unless prohibited by state law. Epoxy Warehouse's interpretation of this Warranty will be final. Here is a revised version of the paragraph:
10. **Acceptance of Terms:** By registering this Warranty, and accepting any service covered under this Warranty, the Owner(s) acknowledge and agree to the terms and conditions outlined in this Warranty.
11. **Modification:** If, in the opinion of Epoxy Warehouse, any applicable law includes or may include requirements or provisions that conflict with or are missing from any part of this Warranty (collectively, the "Specified Terms"), Epoxy Warehouse may, at its discretion, provide notice to the Owner(s) (effective upon receipt or as otherwise specified by Epoxy Warehouse) to delete, substitute, or add such requirements or provisions to the Specified Terms, to the minimum extent deemed necessary by Epoxy Warehouse to resolve the issue.
12. **Information:** The following is to be completed by the Certified Epoxy Warehouse Installer at time of installation