

# APPLIED POLYMER SOLUTIONS, LLC LIMITED FLOORING WARRANTY

## I. WHAT THIS WARRANTY COVERS:

Applied Polymer Solutions, LLC (APS, llc) warrants to the Building Owner (Owner) ONLY that APS, llc will repair any defects in the materials or workmanship in the flooring services provided by APS, llc including a) uplifting of the material, b) peeling of the material, for a period of \_\_\_\_\_ ( ) year(s), from the warranty date, if APS, llc, in it's sole judgment, determines that the problem with the flooring system was caused by defects in the materials or workmanship supplied by APS, llc. Owner's remedies and APS, llc's liabilities shall be limited to APS, llc repair of the flooring system or replacement of the material. The value of APS, llc's services performed under this Warranty shall not exceed the original cost of the flooring services to the Owner.

## II. WHAT THIS WARRANTY DOES NOT COVER:

This warranty does not cover any of the following events or conditions:

(a) Damage to the floor system caused by:

- structural movement or
- burning of the system (torches, molten metals, etc) or
- cracking and chipping due to negligence and scraping of the floor system or
- chemical attack by materials that are other than specified to be in use at the time of application or
- premature wear due to improper maintenance of flooring system or
- application of floor system over concrete which was previously saturated with oil, petroleum products, animal fat or related substances.

(b) Delamination due to:

- Hydrostatic and/or Osmotic Pressure, the unpredictable movement and transmission of water and/or moisture vapor caused by inadequate drainage, natural seepage or environmental/seasonal conditions, etc., above 3 lbs per square foot over a 24 hour period or
- water exposure/saturation allowed to collect beneath system at open or non-repaired penetrations.

(c) Troweled flooring systems cannot be guaranteed or otherwise warranted to provide positive drainage characteristics.

## III. OBLIGATIONS OF THE OWNER UNDER THIS WARRANTY:

It is the obligation of the Owner to fulfill its duties and attend to its responsibilities both as stated elsewhere in this Warranty and as follows:

(a) Owner shall have paid all invoices for application, materials and service in full and shall not have offset any unpaid balances for any of APS, llc services or materials supplied against any claims for damages made against APS, llc. If Owner fails to pay all said invoices and/or claims any offset against any unpaid balances, then Owner shall not be entitled to any warranty protection or services either express or implied.

(b) comply with the care and maintenance requirements set forth as follows:

- Power wash your floor. Spread an emulsifier, agitate, let stand to loosen soil and rinse. Most standard floor cleaners, cleaning fluids or detergents will not damage the floor system. Always be sure to test for compatibility before using cleaners. Frequency of cleaning will not damage the flooring system.
- Floor machines are not recommended, however, if a floor machine is to be used, do not use nylon, Nylogrit pads or black floor pads. Only bassine brushes would be recommended, especially if non-skid finish coat systems have been installed. Mechanical scrubbers may diminish the gloss and cause premature wear of your flooring system.
- An APS, llc representative should be consulted for any questions as to the proper maintenance for your flooring system.

(c) APS, llc reserves the right to make periodic inspections of your floor system. Any of APS, llc's recommendations and/or observations concerning the floor system must be acted upon within ninety (90) days in order to insure the integrity of your floor system and the continued validity of you Warranty.

(d) Owner shall notify APS, llc of the need for service within twenty four (24) hours after the discovery of a defect or any other failure or claim and shall confirm this notice in writing within seven (7) calendar days thereafter and, within ninety (90) days after said discovery, shall permit APS, llc access to the premises so that warranty work may commence.

(e) Owner shall obtain prior written authorization from APS, llc to make alterations or repairs to or through the flooring services provided by APS, llc, or to place upon, or attach to the floors serviced, objects such as, but not limited to structures, fixtures, utilities, etc.

(f) Owner shall not change the use of the building and/or the facilities contained within the building in such a manner which would be detrimental to and/or cause a deterioration of the floor system.

(g) The failure of the Owner to perform any of its obligations under this Warranty shall render this Warranty null and void and shall terminate any liability of APS, llc for any warranty obligations of any nature whatsoever. In the event that the Owner fails to so perform its obligations APS, llc EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## IV. EXCLUSIVITY OF WARRANTY AND LIMITATION OF REMEDIES

(a) THIS EXPRESS LIMITED WARRANTY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF OWNER AGAINST APS, llc. THERE BEING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTY. THERE IS NO EXPRESS WARRANTY OTHER THAN THAT STATED IN THIS WARRANTY.

(b) This warranty does not cover, and in no case shall APS, llc be liable for any special, incidental or consequential damages based on breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory. Such excluded damages include, but are not limited to loss of profits, savings or revenue, cost of substitute equipment, facilities or services, business interruption, the claims of third parties, including customers, the cost of repairing and/or replacing other property when the flooring services do not perform as warranted and any and all other incidental or consequential damages. Any additional or contradictory terms or conditions stated in Owner's Purchase Order/Acceptance documentation or other written communication, shall not be valid, or binding upon APS, llc under any circumstances unless specifically adopted and approved by written response from APS, llc, the failure of APS, llc to respond shall be deemed a denial of any such additional terms or conditions.

## V. TIME LIMIT FOR BRINGING SUIT:

ANY ACTION BY OWNER TO ENFORCE ANY CLAIMS AGAINST APS, llc MUST BE COMMENCED WITHIN ONE(1) YEAR FROM THE DATE THAT A DEFECT IN MATERIALS OR WORKMANSHIP OR OTHER BREACH OR ANY OTHER CLAIM ARISES OR OCCURS.

## VI. MISCELLANEOUS:

If at any time APS, llc does not enforce any of the terms, conditions or limitations stated in this warranty, APS, llc shall not have waived the benefit of said term, condition or limitation and can enforce it at any time. This warranty is not transferable. This warranty is issued at the Corporate Offices of Applied Polymer Solutions, LLC in Waxhaw, North Carolina, and accordingly is governed by North Carolina law and jurisdiction and venue of any dispute arising under and/or pursuant to the terms of this warranty shall be vested in courts sitting in Union County, North Carolina. This warranty agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this warranty. No representative of Applied Polymer Solutions, LLC has authority to make any representations or promises about the warranty of the performance of our services that differ from this written warranty. Changes to this warranty may only be made by an Applied Polymer Solutions, LLC Officer.

APPLIED POLYMER SOLUTIONS, LLC

By:

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PRESIDENT

≡ APPLIED POLYMER SOLUTIONS, LLC ≡

Applied Polymer Solutions, LLC  
507 Five Leaf Lane, Waxhaw, NC 2817

Date: 01 / 2007  
Form: APS-Warr07

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