



HOMEPRO FLOORING FLOOR COATING WARRANTY

INDEMNIFICATION: Customer shall indemnify and hold HomePro, it's agents, employees and representatives harmless from any expense, liability, loss, claim or damage arising out of, or in connection with, the use of, or reliance in any fashion on, the installation of the floor coating system and any work product produced in whole or in part by HomePro, without regard to whether HomePro was at fault or negligent.

HARZARDS: It is possible some flooring products may result in odor/fumes, which may cause discomfort, nausea, sickness, etc. to exposed persons and is customer's sole responsibility to ensure odor/fumes will not be inhaled by customer or other persons not associated with HomePro. The preparation of floors may cause dust and debris to be generated. The customer is responsible for removing and for protecting all personal property and belongings from such dust and debris.

INSURANCE: Customer represents the worksite is adequately insured against property damage, fire, and other casualty. HomePro represents that all employees or independent contractors who enter the worksite to perform job on HomePro's behalf will have Worker's Compensation insurance. HomePro agrees to provide copy of all and any necessary licenses to perform job.

MISCELLANEOUS: Touch ups (if necessary to complete job), will be performed by HomePro only upon payment in Agreement in full (less 10% retainage). Upon completion of touch ups the unpaid balance of the agreement will be due and payable to HomePro on the worksite. HomePro will, if reasonably available, use all original colors and products to perform touch ups for final completion. However, touch ups could leave a color variation between the original completed product and touch up area due to different manufactures batch numbers, etc. which is beyond HomePro's control. HomePro agrees that the price of the floor may vary after site inspection. If a price adjustment is necessary a new proposal will be submitted for customer new signature.

LIMITED WARRANTY CERTIFICATE

LIMITED WARRANTY:

- The customer and a HomePro representative have gone over the HomePro warranty and customer agrees to the terms as follows. "A Detailed Limited Warranty Certificate will be issued to the customer upon completion of the floor and upon receipt of full payment by the customer of all amounts due."
- Customer agrees to notify HomePro of the need for any repairs covered by this warranty promptly upon discovery of same. Warranty work will be determined in the "sole discretion of HomePro." "The limited warranty in the Agreement is in lieu of all other warranties, express of implies, including, without limitation any warranties of merchantability of fitness for a particular purpose, said warranties being expressly disclaimed. The customer agrees that its sole and exclusive remedy against HomePro F will be limited to the aforementioned express Limited Warranty, provided HomePro is promptly notified in writing of any such defect." This exclusive remedy will not be detected to have failed of its essential purpose so long as HomePro is willing to repair or replace the defective floor coating system.
- HomePro agrees to repair any defects in the floor coating system for a period of **[determined based on flooring system] years**, from the date posted below, caused by improper substrate preparation and workmanship in the installation. HomePro shall not be responsible for defects caused by accidents, acts of GOD, inadequate or faulty structural design; structural defects, building alterations, cracks or ruptures in the structural base.
- HomePro will not be liable to the customer for any incidental, consequential, or special damages, including, without limitation, lost revenues in profits. The express Limited Warranty above is customer's exclusive remedy. HomePro shall commence such repairs within a reasonable period of time provided the customer has removed at customers cost all obstructions and equipment installed which would hinder or interfere with repairs being made. HomePro's responsibility and obligation to repair any defects in the job shall become enforceable only if the customer has made full payment for the job.
- HomePro does not warranty floor coating systems from damage/de-lamination due to the following circumstances; (1) Hydrostatic pressure caused by moisture migrating to the surface of the concrete slab. (2) Sub-surface contamination by oil or other contaminant that may migrate to the top of the concrete slab. (3) Surface contaminants getting under the coating due to unprepared chipped coating damage. (4) Deficient concrete, which may separate from concrete the slab. (5) Damage caused by deficiencies in the facility such as roof or wall leaks or faulty plumbing.
- HomePro will give customer a copy of FLOORING CARE GUIDELINES detailing the necessary care and treatment of the floor coating systems installed. These guidelines include the proper drying and curing period for the flooring system. Failure by the customer to follow these guidelines will render this warranty null and void.
- "This Limited warranty, together with the attached proposal, constitutes the entire understanding between the parties with respect to the subject matter of their Agreement, and supersedes any prior discussions, negotiation, agreements, and understanding."

HomePro (a division of SaniCrete)

Representative

Date

Client