

# LIMITED LIFETIME WARRANTY

## PENNTEK INDUSTRIAL COATINGS COMMERCIAL POLYUREA BROADCAST COATING SYSTEMS WARRANTY

Penntek Industrial Coatings represents and warrants that the materials have been cured and tested in accordance with the standard ISO 9001:2015 quality control standards.

When installed by a Certified Penntek Industrial Coatings installer, the materials are warranted for a lifetime of the coating against discoloration from UV exposure (where applicable), and for a 5-year warranty for the original owner, covering delamination from properly prepared substrates, peeling, chipping and/or blistering of the coating. The sole liability is limited to replacement of any product shown to perform otherwise than as warranted as a non-transferable, limited Lifetime Warranty. This warranty is applicable to commercial applications only and is dependent on the following conditions.

1. This warranty does not apply to any damages to the coating by physical abuse, failure of the structure or substrate, vandalism, modifications to the substrate the coating is being applied, mechanical impact damage, exposure to heat or flame, exposure to solvents and acids, windstorms, lightning, nails, screws, plant life, animal life, abuse of owners personal, or any other acts of God.
2. This warranty does not apply to damage due to gouging and other extensive damage beyond the scope and protections of the system applied, including impact and abrasion other than that for which the system was designed.
3. This warranty does not apply to damage caused by a hydrostatic water problem, moisture vapor permeating the concrete slab, or exposure to either battery acid or brake fluid. This warranty does not cover changes or oxidation of the coating as a result of normal weathering or atmosphere conditions. This warranty does not apply to improperly mixed products or outdated materials.
4. This warranty does not apply to delamination caused by improper substrate condition, or an internal failure of the substrate.
5. This warranty does not apply to damage caused by cracks in the substrate prior to or occurring after the installation of the floor coating system that appear from ground shift and expansion/contraction of the substrate, cracking due to substrate movement is not under warranty regardless of whether same was repaired during original installation or not. There is no warranty for cracks or crack repair. Areas repaired under this warranty may vary in color and texture from areas originally installed which are not repaired. This limited warranty shall not apply in the case of improper substrate construction, exposure of the products to solvents and/or higher concentrations of acids other than that moisture from within, under or adjacent to the concrete surface.
6. Products must be applied on a properly prepared surface in accordance with standard product specifications and application procedures. Proper concrete surface preparation is achieved by mechanical shot-blasting and/or grinding machines that remove all previous coatings, sealers, laitance, efflorescence, water repellents, curing compounds, oils, grease, fats, waxes, non-visible soluble salts and any other impediments to adhesion. The resulting receiving surface must have a profile of 20 to 50 grit, a neutral pH of 7 and not exceed 5.5% of moisture vapor transmission using Tramex CME 4 Moisture meter tests.
7. This warranty does not extend to labor costs for inspection, testing or repair of the system or any other labor costs.
8. Penntek Industrial Coatings will not be liable for consequential or incidental damages of any kind including but not limited to damages to the structure or its contents resulting from defects in a coating system. The obligation assumed under this warranty is expressly limited to providing such materials, as provided herein, required to repair any defects covered under this warranty.
9. The responsibilities under this warranty agreement cease if any alterations additions or repairs (excluding emergency repairs) are made except in accordance with specific written instructions from a Penntek Industrial Coatings Authorized Representative.
10. Any notice of claimed defect in materials shall be sent in writing by certified mail, return receipt requested, to Penntek Industrial Coatings 7850 Lakeville Blvd. Lakeville, MN 55044. Failure to notify Penntek in writing as provided above of any such claimed defects within 30 days of discovery of the claimed defect shall void the warranty claim.
11. Purchaser shall allow a Penntek Industrial Coatings Authorized Representative up to THIRTY (30) DAYS to inspect and provide replacement materials under this warranty. Penntek Industrial Coatings may, at its request require photographs, invoice copies or other information about the claimed coating failure.
12. This warranty becomes effective only upon payment in full to Penntek Industrial Coatings for all outstanding charges relating to this project and required warranty form is filled out completely via, online submission or paper copy returned to Penntek Industrial Coatings 7850 Lakeville Blvd. Lakeville, MN 55044, within THIRTY (30) DAYS of the completed project.



## LIMITED LIFETIME WARRANTY (continued)

### PENNTEK INDUSTRIAL COATINGS COMMERCIAL POLYUREA BROADCAST COATING SYSTEMS WARRANTY

#### LIMITATIONS:

PENNTEK INDUSTRIAL PRODUCTS AND THE INSTALLATION ARE SOLD SUBJECT TO THE EXPRESS LIMITED WARRANTIES CONTAINED HEREIN, THE LIABILITY WHETHER BASED ON THIS WARRANTY, CONTRACT OR OTHERWISE, SHALL IN NO CASE EXCEED THE PURCHASE PRICE FOR THE PRODUCT AND DOES NOT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO DAMAGE TO OR LOSS OF USE OF THE FLOOR OR ITS CONTENTS OR SURROUNDINGS OR LOSS OF TIME AND INCONVENIENCE. PENNTEK INDUSTRIAL COATINGS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS OR THE INSTALLATION, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. SHOULD ANY REPAIR BE NEEDED, THIS WARRANTY IS LIMITED TO THE REPLACEMENT OF THE SYSTEM MATERIALS WHICH HAVE FAILED AND SPECIFICALLY EXCLUDES, WITHOUT LIMITATION, BODILY INJURY, LOSS OR USE OF PROPERTY, CONSEQUENTIAL DAMAGES AND PROPERTY DAMAGED AS A RESULT OF SUCH FAILURE, PENNTEK INDUSTRIAL COATINGS SHALL SUPPLY ALL NECESSARY MATERIALS FOR REPAIRS MADE UNDER THIS WARRANTY, THE AUTHORIZED INSTALLER HEREBY EXPRESSLY WAIVES ANY CLAIM TO ADDITIONAL DAMAGES OR RIGHTS OF SUBROGATION AGAINST PENNTEK INDUSTRIAL COATINGS. ANY DESCRIPTION OF THE GOODS CONTAINED IN THIS AGREEMENT OR MADE THE BASIS OF THIS AGREEMENT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS, AND NO DESCRIPTION OF THE GOODS HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY DESCRIPTION MADE BY SELLER. NO SAMPLE OR MODEL HAS BEEN MADE PART OF THE BASIS OF THIS AGREEMENT OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SAMPLE OR MODEL EXHIBITED BY SELLER.

This warranty does not apply to salt-water applications or applications in which the coating is exposed to corrosive chemicals. The warranty does not apply to decks or pressure treated lumber or bathroom showers or tubs. The warranty does not apply to improper subsurface conditions such as rotten wood, improper concrete mixes and similar conditions which would cause lack of adhesion are also not covered under this warranty. Penntek Industrial Coatings does not warrant that the coating system will create a slip resistant surface. The surface may become slippery under certain conditions including but not limited to exposure to wet, oily or greasy conditions. In no event shall manufacturer be responsible for injury incurred in a slip and fall occurrence. It is the purchaser's responsibility to provide for their own safety and the safety of their guests and invitees. This Limited Material Warranty will be effective pending the acceptance of the installed system by all parties, and after all paper work and payment requirements have been met. This Limited Material Warranty supersedes any and all other warranties or representations whether written or oral, hereto made between the parties. This executed Limited Material Warranty Agreement, along with proof of payment to a certified Penntek installer shall be completed online or returned to Penntek Industrial Coatings attention: Warranty Department, 7850 Lakeville Blvd. Lakeville, MN 55044 within 30 days of acceptance of the installed coating system. This warranty is granted to the original purchaser (the installer) of the floor coating material and is not transferable to any other party.

#### Customer Information:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Install Date \_\_\_\_\_ Area Coated \_\_\_\_\_ Color \_\_\_\_\_

Condition \_\_\_\_\_ Air Temp \_\_\_\_\_

Total Sq Ft \_\_\_\_\_ Verticals \_\_\_\_\_ Stairs \_\_\_\_\_

Mender A \_\_\_\_\_ Base A \_\_\_\_\_ Top A \_\_\_\_\_ Flake Lot \_\_\_\_\_

Mender B \_\_\_\_\_ Base B \_\_\_\_\_ Top B \_\_\_\_\_ Flake Lot \_\_\_\_\_

#### Installer Information:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

