

## COMMERCIAL USE – LIMITED PRODUCT WARRANTY



I. ecoFINISH® LLC ("EF") of Warminster, Pennsylvania, is the manufacturer of aquaBRIGHT™ & polyFIBRO® ("Products") which are only sold by EF to independent dealer contractors ("Dealer"). At the sole option of the Dealer, EF offers this ten (10) Year Limited Product Warranty for its industrial/commercial/institutional customers. This Limited Warranty only covers defects in the manufactured material of the Products during the applicable Warranty Period (as defined below) (the "Limited Warranty"). This Limited Warranty starts on the date of your purchase and lasts for ten (10) years (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the Product. EF may change the availability of this Limited Warranty at our discretion, but any changes will not be retroactive. EF extends this Limited Warranty only to the commercial customer who originally purchased the Products ("You"). It does not extend to any subsequent owner or other transferee of the Products.

II. This Limited Warranty includes the following:

- A. Chalk Resistant- Product colors will not chalk.
- B. The Products will obstruct growth of mildew on the surface of the sealer film. (stain resistant does not mean stain proof)
- C. Spall Resistant- The Product chemically bonds to the surface and is resistant to spalling or delamination.

III. This Limited Warranty does not cover, among other exclusions: any defect to the Products due to the negligence of the customer, Dealer, installers, and/or other persons; defects in the installation or faulty installation; failure to maintain the Products properly; unreasonable use or abuse; alterations to the Products; unsatisfactory material choices by You or the installer; accidental damage; element damage such as water or rain; over-heating; freeze/thaw; vandalism; acts of God, bleaching caused by aggressive water chemistry found at commercial pools, or causes other than defects in the materials of the Products. Examples of "defects in installation" or "faulty installation" by Dealer, installers, contractors, or any other person involved in the installation process may include the following: improper prepping of the surface, failure to clean the surface pursuant to the Installation Manual's instructions as needed at the time of installation, defective substrates, wall structures that are not built to code - and are not constructed pursuant to all applicable local building or governing agencies, or previous coatings which have lost adhesion and were not properly removed prior to the Product install. This Limited Warranty does not cover deterioration, scratches, any abuse to the finish or wear of the Products that was caused by You post-installation, by moving or dragging equipment, fittings, furniture, or any other physical item over the finished surface. EF is not responsible for the actions and omissions, including negligence, of the installer. Installation workmanship, materials and subsequent materials used in the installation are not covered under this Limited Warranty.

IV. This Limited Warranty will apply only if the claim is for defective material and such claim is submitted to EF by Dealer online at [www.jotform.com/form/70665744521155](http://www.jotform.com/form/70665744521155).

EF will evaluate each claim and if it is covered claim, EF will, at its discretion, coordinate the repair or replacement of the defective material with the Dealer. Previously painted surfaces must have paint removed before applying the Products. All surfaces must be properly cleaned with aquaBRIGHT™ & polyFIBRO® approved methods.

The Products must be applied in accordance with EF's Installation Manual's instructions.

Name of Customer: \_\_\_\_\_ Project Address: \_\_\_\_\_

Customer Telephone: \_\_\_\_\_ Date Project is Completed: \_\_\_\_\_

Name of Dealer: \_\_\_\_\_

Within 60 days of the Date Project is Completed Dealer must provide to EF this completed form including the purchase information in Section IV above and copies of all EF invoices and each respective invoice number(s) associated with the specific customer project. Failure to do so by Dealer may cause the Limited Warranty to be void.

V. This Ten Year Limited Warranty shall be pro-rated as follows for replacement by EF of any Products with a proven manufacturer material defect:

- Year One-Five: EF will replace the Product with a proven manufacturer's defect.
- Year Six: EF will replace product valued at 90% of Dealer's prevailing product cost.
- Year Seven: EF will replace product valued at 80% of Dealer's prevailing product cost.
- Year Eight: EF will replace product valued at 70% of Dealer's prevailing product cost.
- Year Nine: EF will replace product valued at 60% of Dealer's prevailing product cost.
- Year Ten: EF will replace product valued at 50% of Dealer's prevailing product cost.

Dealer or its customer shall be responsible for the difference between the EF product allowance above, and the Dealer's retail product replacement costs. All approved warranty claim products will be shipped F.O.B. from EF's corporate office address at 415 Constance Drive, Warminster, PA 18974.

This Limited Warranty does not cover any costs related to the removal, replacement, installation, or labor expenses in connection with the replaced Products. No Dealer or anyone else has authorization to modify this Limited Warranty. All aquaBRIGHT™ & polyFIBRO® Dealers are independently owned and operated, and all Product installations are the sole responsibility of each authorized Dealer. It is the sole responsibility of the Dealer's or customer to employ only competent installers in order that the Products are properly installed. EF will not be responsible for any form of special, indirect, accidental, lost profits or consequential damages caused thereby. All warranty claims submitted require proof of purchase. Failure to strictly comply with the conditions set forth in this Limited Warranty will make this Limited Warranty null and void.

VI. THIS WARRANTY SUPERCEDES ANY VERBAL OR WRITTEN AGREEMENTS. EF HEREBY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS FORM OF LIMITED WARRANTY IS ONLY AVAILABLE FOR PURCHASES OF PRODUCTS AFTER JANUARY 1, 2020.

**NOTE: THIS LIMITED WARRANTY WILL APPLY ONLY IF THE FOLLOWING PROJECT INFORMATION, ALONG WITH THE DEALER'S CUSTOMER'S NAME, ADDRESS AND TELEPHONE NUMBER, ARE SUBMITTED TO EF BY THE INDEPENDENT DEALER AT THE TIME OF THE DEALER'S PROJECT.**

### PROJECT INFORMATION

Area Surfaced: \_\_\_\_\_

Previous Surface Type: \_\_\_\_\_

Surface Color: \_\_\_\_\_

