

MANUFACTURER'S LIMITED WARRANTY

With an enduring reputation for quality, Easy Coast Surfacing Inc. is proud to extend to you a 5-year limited warranty on its poured-in-place system.



NAME OF PURCHASER

PROJECT NAME

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

DATE OF COMPLETION

REFERENCE

See page 2 for complete warranty details.

East Coast Surfacing Inc. provides the original purchaser of the poured in place system with a limited warranty as set forth herein.

This warranty shall be in force and remain in effect for a period of five (5) years from the date of substantial completion of the installation of the poured in place system.

Warranty

1. East Coast Surfacing Inc. warrants at the time of original purchase, the product will be free of any material defects. Poured In Place systems are subject to normal wear and tear. Normal wear and tear are not a defect and is not covered by this limited warranty.
2. This warranty is null and void if monies due have not been fully paid for before use of the product or 30 days after installation, whichever comes first.

Warranty Remedy Limited to Replacement Product

East Coast Surfacing Inc will, at its discretion, repair or replace only the effected area of the product during the period of this warranty, subject to specific terms and conditions contained herein. No cash rebates will be made. All warranty claims must be submitted to East Coast Surfacing Inc as set forth in the "Claims Procedure" section herein.

If the product in question is discontinued, East Coast Surfacing Inc will replace the defective product with a comparable product of equal value. The warranty period for the replacement product shall be limited to the warranty period for the initial product. Products replaced under this warranty will not extend the warranty period.

Warranty Limitations and Exclusions

This limited warranty does not cover:

1. Damage as the result of an accident, misuse, intentional or unintentional abuse, neglect, or anything beyond normal use of the product.
2. Damage as the result of a failure of the purchaser/owner to maintain the product in accordance with maintenance guidelines.
3. Damage caused by the application of cleaning agents or chemicals, adhesives, animals, or general negligence.
4. Damage caused by vandalism, damage due to stains, burns, cuts, gouges and indentations caused by unusual use.
5. Damage caused by moisture, alkali or hydrostatic pressure.
6. Damage caused by failure of the subsurface such as cracking, settling, shifting or lifting.
7. The compaction rate or integrity of the subsurface upon which the product is placed. Any damage caused to the product by the subsurface or conditions are not covered by this warranty,

8. Damage caused by the use of spiked shoes, steel cleats, or another similar footwear for which the product was not intended.
9. Damage due to negligence, water intrusion, flooding, abrasion, impact, cutting, alteration, or any wear or damage caused by Acts of God.
10. Variations in color. The purchaser understands that, as with any manufactured product, different dye lots create slight variations in color. This warranty does not cover color variations from samples or printed brochures. Color fading is not covered by this warranty.
11. Damage to the surface during the curing period. Any damage to the surface during the curing period will be repaired and paid for at the purchaser's expense.

Limitation on Liability

East Coast Surfacing Inc's liability under this warranty is limited to the value of the product in question sold hereunder. IN NO EVENT SHALL, EAST COAST SURFACING INC BE LIABLE FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR INDIRECT SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUCH CLAUSE.

Modification

This warranty constitutes the final and exclusive term for the sale of a poured-in-place system and may not be modified, absent the express written consent from East Coast Surfacing Inc.

Claims Procedure

All warranty claims must be in writing, within thirty (30) days of discovering the alleged defect, giving rise to the claim. Include proof of purchase with the warranty claim. In the event that the purchaser fails to notify East Coast Surfacing Inc. within thirty (30) days, East Coast Surfacing Inc. has the right to deny any or all claims of this warranty. All warranty claims should be made in writing via email, fax or certified mail return receipt requested to:

East Coast Warranty Claims
PO Box 488
Rock Hall, MD 21661
Email: sales@eastcoastsurfacing.com
Fax: 410-778-3420

Governing Law

This warranty and its terms and conditions shall be exclusively governed by and construed in accordance with the laws of the State of Maryland without regard to its conflicts of law provisions. The purchaser agrees that the exclusive venue for any action pertaining to transactions between the purchaser and East Coast Surfacing Inc. shall be adjudicated in the county of Kent County, State of Maryland. The purchaser hereby waives all personal jurisdiction defenses with respect to said venue.