

# 5 YEAR LIMITED WARRANTY



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This 5 year Limited Warranty (“Warranty”) is given by Patterned Concrete Mississauga Inc. (“Contractor”) to the original customer (“Customer”) for the contracted work (“Work”). This warranty is subject to the coverage, limitations, requirements and legal rights stated herein.

### Warranty Coverage

This is a surface Warranty, for both flat and vertical work. If before the Warranty Expiry Date, any major concrete **scaling or spalling** (occurring from below the colour hardener) and/or any **aggregate pop-outs** from the concrete surface, and any loss of bond of **vertical stamping** (i.e. steps, retaining walls etc.), the Contractor will, at its sole discretion, either repair, replace, or refinish only the areas to be found defective. Any costs and expenses beyond the control of the Contractor, liability hereunder shall be the responsibility of the Customer (i.e. Re-Sealing all other non defective concrete areas, etc.).

### Coverage Limitations

This warranty is void if the Customer has not made full payment to the Contractor for the Work (i.e. original contract, work change orders, invoices, etc.).

In the event of repair, replacement or refinishing pursuant to this Warranty, the Warranty applicable to the repairs will extend only for the time remaining under the original Warranty. Due to normal weathering, products repaired, replaced or refinished during the Warranty period may differ in finish, colour, and etc. from the original installation.

This Warranty does not warrant any cracks, cracking, or crack repair of any nature whatsoever which may arise due to overload, frost heave effects, shrinkage or land settlement. Crack Repair Service is offered by the Contractor at a cost to the Customer. When Re-Sealing Service is purchased from the Contractor, Crack Repair Service is included at no additional cost to the Customer during that service call only. Subsequent visits, liability hereunder shall be the responsibility of the Customer. Normal aesthetic concrete crack repair methods used by the Contractor at the current time will be used.

This Warranty does not cover any damage/cleaning/repair of any kind caused by normal weathering, normal wear and tear (Minor chips: i.e chipped edges along patterns), accidental damage, settlement, heaving, structural distortion of the property structure, erosion, fire, all acts of God, harmful chemicals (i.e. cleaning compounds, etc.), corrosive concrete de-icers (i.e. concrete friendly de-icers can be used starting the **second winter** from the completion date), fumes or vapours, deterioration due to air pollution, misuse, vandalism, improper drainage, surface efflorescence, leaching calcium deposits on vertical risers caused by efflorescence, moisture originating from below sealer, freckling of sealer, impact of foreign objects, or other causes beyond the reasonable control of the Contractor.

Through normal wear, the concrete surface will require service (i.e. Re-Sealing). Re-Sealing is not considered Warranty work and liability hereunder shall be the responsibility of the Customer. The Work must be Re-Sealed **ONE TIME** within 1-3 years from the completion date (based on wear and tear) or this Warranty is void. The Contractor recommends waiting the full 3 years from completion date for the first Re-Seal so the original Cure and Seal applied at time of construction has worn as much as possible. **This first Re-Seal must be purchased from and performed by the Contractor or this Warranty is void.** Any repair or service whatsoever undertaken by the Customer during the Warranty period will void this warranty. Upon completion of the first Re-Seal, future Re-Sealing is only recommended every 3-5 years (based on wear and tear) and can be performed by the Customer, the Contractor or others at the Customers discretion.

This Warranty is non-transferrable.

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Patterned Concrete Mississauga Inc.

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Customer Name

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Warranty Expiry Date

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Address