



RESIDENTIAL GARAGE AND FLOOR – LIMITED LIFETIME WARRANTY

American Garage Systems residential floor coating systems, when installed by certified installer, are warranted for the lifetime of the original purchaser against any abnormal yellowing, fading or color change of the clear sealer due to effects of UV sunlight or overhead lighting and for fifteen (15) years after the installation against failure to bond to the concrete, peeling, flaking, chipping or excessive wear and excessive loss of gloss of the clear sealer.

WARRANTY CLAIM PROCEDURES A claim under this warranty may be made by calling AGS at (847)382-FLOOR. The original purchaser must retain original sales order and receipt to make valid claim. Any claim under this warranty shall be deemed waived, unless the original purchaser gives notice (30) days following the discovery of a potential warranty claim. Customers shall allow AGS up to (60) sixty days to inspect and make repairs under this warranty.

REMEDIES AGS sole responsibility under this warranty shall be the cost of replacement materials to fix or repair the failed areas only, using AGS materials. A representative of AGS must be present to assess the failed area to judge the cause and mode of failure prior to any fix or repair. The duty to fix or repair only damaged areas shall be the sole and exclusive remedy granted under this warranty.

LIMITATIONS This warranty is limited to the materials applied to the garage floor and does not include the floor or substrate itself. Where waterproofing is the intent, this warranty is limited to the replacement of materials under the conditions outlined above. AGS only responsibility will be to furnish replacement materials free of charge for any faulty material. The cost of investigating leaks is not included in this warranty. Should a leak occur, AGS shall not be responsible for the repair or replacement of any interior furnishings or building material. Failures by external causes such as acts of God, fire, welding, or other burns, mechanical impact damage, hydrostatic pressure, chemical spills or abnormal use of the garage and its floor are not covered by this warranty. This warranty excludes building or structure settling, substrate cracking, moisture below the coating material, efflorescence, hydrostatic pressure, or mechanical and external physical abuses that constitute abuse other than normal wear and tear. AGS is not responsible for concrete cracking due to substrate movement or existing cracks in substrate (concrete/ substrate are not warranty regardless of whether same was repaired during original installation or not. There is no warranty on cracks or crack repair. Areas repaired under this warranty may vary in color and texture from areas originally installed which are not repaired. This 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.

PRO-RATED REPLACEMENT The 15 year warranty against failures to bond to the concrete, peeling, flaking, chipping or excess wear and excessive loss of gloss of the clear sealer will be pro-rated based on the remaining useful life.

In no event shall AGS liability under this warranty exceed the cost of replacement materials, or return of the original purchase price., for the products which may prove to be defective under normal use and service, provided such a claim is made within the time frame set forth above. This warranty shall be void if in the sole good faith judgement of AGS any such failures or damages are caused by structural movement, unforeseen moisture in concrete, natural disasters, the wrongful conduct of any other person, subsequent alterations or additions and failure to exercise reasonable care in maintaining surfaces coated by AGS products.

Note: Below grade and moisture treatment work has a warranty of only one (1) year. AGS IS NOT RESPONSIBLE FOR DEFECTIVE DRAINAGE. IT IS UNDERSTOOD THAT WHERE GRADING OR ABRASION REPAIR IS DONE THERE MAY BE MINIMAL PUDDLING.

Slip resistance additives Any surface can be slippery. AGS recommends use of a slip resistant additive on all garage floor systems that may be exposed to wet, oily, or greasy conditions. In no event shall AGS be responsible for injury incurred in a slip and fall situation. It is the purchaser's sole responsibility to provide for their own safety and the safety of guests and invitees. While AGS coatings may help provide a slip and skid resistant surface when dry, there is no guarantee that someone will not slip while walking on areas coated with our material. AGS therefore assumes no responsibility for slip-fall accidents. If added, the slip-resistant additive only improves slip resistance by approximately 50%.

THIS WARRANTY IS NOT TRANSFERABLE

AGS LABOR WARRANTY IS FOR 1 YEAR ONLY AND DOES NOT COVER CONCRETE FAILURE

DISCLAIMER. AGS SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES (SUCH AS BUT NOT LIMITED TO LOSS OF USE OF THE GARAGE OR ITS CONTENTS OR SURROUNDINGS OR LOSS OF USE OR TIME AND INCONVENIENCE) OR ANY INCIDENTAL EXPENSE RESULTING FROM THE ABOVE EXPRESSED WARRANTY OR ANY IMPLIED WARRANTY. AGS LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE COST OF MATERIAL FOR REPAIR OR REPLACEMENT OF DEFECTIVE MATERIALS AND SHALL NOT EXTEND TO OR INCLUDE ANY CONSEQUENTIAL OR INCIDENTAL OTHER DAMAGES OF ANY KIND OR CHARACTER. AGS shall not be liable for damage to or destruction of any real or personal property resulting from defects in the work performed by or materials provided pursuant to this contract. AGS makes no expressed or implied warranties of merchantability or fitness for a particular purpose which warranties are hereby expressly disclaimed and excluded. The original purchaser hereby expressly waives any claim to additional charges. This Limited Warranty supersedes any other warranty or other representation, whether written, oral or implied, here fore made between parties.

1/1/2016

