



## **WARRANTIES TERMS & CONDITIONS:**

### **Warranties:**

- **Limited Product Warranty (Standard)**
- **Limited Performance Warranty (Standard)**

### **Overlay systems:**

- **Aggregated Systems® High Wear Floor**
- **Aggregated Systems® Medium Wear Floor**
- **Aggregated Systems® Traffic Deck**

### **Warranty periods:**

- **Limited Product Warranty (Standard): 1 year**
- **Limited Performance Warranty (Standard): Specific warranty periods detailed on the technical data sheet (TDS) of the respective overlay system.**

**Our products (parts) are of good quality, free of defects under normal usage and our systems perform as described in the technical data sheets (TDS) of the respective overlays systems shown above.**

### **These warranties would only be valid if:**

- The products (parts) purchased were used within their shelf life
- The overlay system was installed on a prepared surface in accordance to its respective technical data sheet (TDS) and other written material issued by Aggregated Systems® representative for the products which are in effect at the time of purchase (guidelines, special system configuration, etc.).
- The appropriate coverage rates and resin binder thickness(es) of the system were used as per the respective technical data sheet (TDS) and other written material issued by Aggregated Systems® representative for the products which are in effect at the time of purchase (guidelines, special system configuration, etc.).
- The overlay system was installed by an Aggregated Systems® authorized applicator.

**And contingent on the acceptability of several factors including, but not limited to:**

- The age, condition, mix design, and chloride ion concentration of the concrete substrate
- The number of layers of the overlay system
- The chemicals and cleaning agents not listed in Chart A of the TDS and/or not used in accordance with the performing period of exposure.
- The coverage rate used for the topcoat and its thickness when the synthetic aggregates (Part C) of the last layer have been ground.
- The type of floor, application and wear where the overlay system is used

**And will not apply in the following situations, but no limited to: (exclusions)**

- Damages caused by structural failure, inadequate subflooring, or improper subfloor or substrate preparation, or faulty structural design;
- Damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake, fire or other types of natural disaster, or as a result of unforeseen circumstances;
- Damages due to vandalism;
- Damages caused by acts of negligence, or product misuse or abuse; improper or wrong application of the product by the installer; failure to comply with our technical data sheets (TDS) or technical recommendations, applicable building codes and regulations; and standard industry practices;
- Changes to the condition of the concrete slab to which the overlay system is affixed. These changes to the concrete slab may include; shrinkage, structural or other cracking, existing or potential delamination of concrete or repairs thereto, defects in construction, faulty installation, the presence of hydrostatic pressure due to changes to drainage below the slab, exposure to sulphate ground water attack, or other extraordinary factors affecting the suitable performance of the concrete substrate as provided for use as a support for the overlay system.
- Damages or failure due to abnormal or extraordinary wear, impact, heat and/or chemical attack;
- Variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials;
- Changes in color due to exposure to sunlight and age;
- Subfloor moisture or water damage;
- Efflorescence and shading inherent in all cementitious products;
- Cracking due to structural movement, excessive deflection or other failure of the substrate;
- Damages due to vandalism;
- Damages due to improper maintenance or improper use of cleaning chemicals;
- Damages caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR);
- Damages caused by exposure to inappropriate, excessive or extreme temperatures.
- And if the products were mixed or used in combination with any other product not supplied for Aggregated Systems® overlay systems.

**Moreover, it is expressly understood that, by your purchase of our products (parts), you acknowledge that we cannot be held responsible or liable for determining the suitability or compatibility of our products (parts) and systems for the user's intended purpose.**

**Repairs:**

- We will not consider any responsibility and/or coverage by the warranty if repairs are made before we could assess the problem(s) and the situation on site related to the possible repairs or could have access to an assessment prepared by a qualified third-party retained by the owner and recognized by us.
- The repairs on the overlay system should be made with the same system configuration as the original installation, otherwise the warranty will not continue to apply to the area of those repairs. The repairs should be documented with location of repairs and pictures.

**Remedy:**

The sole remedy of the Limited Product Warranty (Standard) and the Limited Performance Warranty (Standard) is the supply of the resin binders (Parts A&B, D&E) or, at our election, the refund of the purchase price of these products for the repair on pre-approved affected areas.

Note: The supply of synthetic aggregates (Part C) could be considered for some repairs at our sole discretion.

**IMPORTANT: These warranties are offered by Excellens Products Inc. for Aggregated Systems® overlay systems and underwritten by the manufacturers of the products used in these systems.**

**Aggregated Systems® parts are manufactured for and sold exclusively by:**



**Date: January 1<sup>st</sup> 2020**