



## 2 Year LaborWarranty Terms and Conditions

**General:** Eastcoat LLC. and it's subsidiaries, herein referred to as 'contractor' or 'we', warrants that the Products furnished hereunder will be free from defects in materials and workmanship for a period of one (1) year from the date of furnishing. Products or services not in conformance with the above warranty shall be repaired, replaced, re-performed or subject to refund, at Eastcoat LLC election, as customers sole remedy. Customer is herein referred to as 'Buyer', 'Purchaser' or 'You'.

**Terms of Payment:** Monthly invoices will be rendered representing the value of materials delivered to the site and work performed. All such invoices are payable in full within thirty (30) days. All sums not paid when due shall bear interest at a rate of 1 % per month, or the maximum allowed by law in the jurisdiction where the services are performed, whichever is greater.

**Notice of Cancellation:** Buyer may cancel this transaction, without any penalty or obligation, within three business days from the contract date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: East Coat LLC at P.O. Box 1072, Ashland, VA 23005.

**Warranty:** All materials on new coating installations will be replaced at no charge for a period of 2 years (labor at no charge for 2 years). Concrete work will carry no warranty against cracking, settling or discoloring. This warranty will cover patching of areas should concrete become exposed and patching along expansion joints. This warranty will NOT cover cleaning, resealing or cracks in the coating due to movement in concrete subsurface

1. Eastcoat LLC., and associated contractors, shall not be responsible or in any way liable if the product cracks cracks or heavens in the existing sub- surface caused by ground movement, earthquakes, or hydrostatic pressure. The Buyer acknowledges the contractor's non-responsibility for base conditions and assumes all risks associated with movement or cracking of the base material or ground. The chipping or cracking of the product which may result from such movement is not warranted by the contractor.
2. Efflorescence is caused by moisture coming through concrete causing white chalk like minerals to leach out. Moisture or efflorescence may cause the product to lift or bubble, therefore cannot guarantee against it.  
The recommended surface for our product is concrete. Due to the inherent instability of asphalt, brick or tile, you can expect some cracking. Our warranty does not cover asphalt, brick or tile.
3. Contractor will complete all work in a professional manner according to standard practices as defined by the DPOR (Department Of Professional and Occupational Regulation). Time of completion shall be subject to accidents, weather and any other circumstances beyond control of the Contractor.
4. There will some dust during demo, of which vacuums will be used to contain most of the dust during the prep stage. All pictures, frames or anything hanging on the walls should be removed before the contractor arrives. Please move all furniture before arrival. There will be a \$75 charge for moving any furniture.
5. Contractor is not liable for removal or replacement of base- boards and recommends the base boards to be removed before the project is started. We also recommend that sinks and toilets be removed before we start and we do not install them back.
6. When installed, the products follow the contour of the surface as it is. There is an extra charge to help smooth out rolling dips or low spots. Low spots or areas which drain poorly should be mentioned to our representative so that he/she can help evaluate and/or discuss corrective measures with you. We assume no responsibility for puddling or the surface holding any water.
7. **Our product, when installed offers absolutely no waterproofing. Contractor assumes no obligation for any claim regarding water damage or seepage damage to any area or object connected with the application.**
8. Over a period of time (depending on the amount of exposure to the sun) the shine will diminish. If the coating is in direct Sunlight, the shine will likely go away in 6 to 24 months. This does not mean the job has weakened, only that the shine is gone. For normal maintenance, most surfaces should be re-coated every 2-3 years. Contractor does not warranty the shine of any coating in any way. Lack of maintenance will eventually cause the surface to deteriorate. A recommended maintenance schedule is on page one of the contract. A water-based floor wax polish should be used as a protective maintenance.
9. When exposed to dirt, grease, oil, etc., the product will usually clean up easily with tri-sodium phosphate. It is recommended that any stain or spot be cleaned as soon as possible. Contractor is not responsible for cleaning dirt or stains off the coating.
10. There is no warranty, express or implied, as to uniformity in relation to the reaction and/or coloring of substrate through the use/application of acid stains, dyes, etc. The condition of the substrate, it's profile and overall condition, slabs that were poured/finished at different times, those that had nail holes or chips requiring filling/repair, adhesive and/or previous sealer residues that remain in or on the concrete (whether detectible or invisible), as well as other types of marks and/or foreign matter will affect the end/finished appearance of the interior or exterior surface to an indeterminable degree
11. A freshly applied coating may be slippery. As an option, a skid resistant additive can be applied to help improve traction. However, no claim is made that the surface will be nonskid.
12. All surface coatings are subject to fading and a degree of variation, especially in patching or jobs done in 2 phases.
13. If moisture comes in contact with the coating before it is completely dry, the coating may become clouded or turn white. These conditions should clear up over time.

14. This agreement provides for the complete understanding between the parties and no other agreement, written or verbal shall have any force or effect. The Contractor and Buyer shall agree to any changes in the work described in the contract and additional charges shall be in writing.
15. If a dispute develops, Contractor and Buyer agree to mediation before litigation.

**ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY EXCLUDED. THE PURCHASER UNDERSTANDS AND AGREES THAT CONTRACTOR MAKES NO EXPRESS WARRANTIES OTHER THAN THAT SPECIFICALLY SET FORTH unless specifically documented.**

"Contractors are required by law to be licensed and regulated by Department Of Professional and Occupational Regulation, which jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be referred to the Registrar, DPOR, 9960 Mayland Dr, Suite 400, Richmond, VA 23233-1485"

**P.O. Box 1072, Ashland, VA 23005 (804) 489-6262**

**Lic. # 270516011**

**Work of Others:** Contractor makes no warranty, express or implied, as to the quality of work performed by others. Contractor has no obligation under this Contract to examine, inspect or approve any work performed by others.

**Waiver of Subrogation:** Purchaser does hereby, for itself and all others claiming for or through it under this Contract, release and discharge Contractor from and against all damages caused by any perils, including, but not limited to, fire and water damage, covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company, insurer, or other entity/individual will have any right of subrogation against Contractor.

**Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the purchaser from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from Contractor's negligence. Any damage or expenses paid by Contractor will be in direct proportion to Contractor's proportion of negligence. In the absence of Contractor's negligence, or in the presence of Purchaser's willful misconduct or sole negligence, this Indemnification obligation is null and void.

**Acceptance of Terms:** No changes or modifications can be made to this Contract without the express written consent of Contractor. Contractor is not bound by any provisions printed or otherwise at variance with this Contract that may appear on any other form used by Purchaser, such provisions being hereby expressly rejected.

**Severability:** If any of the provisions of this Contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire Contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Contract, but the entire Contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Contractor and Purchaser shall be construed and enforced accordingly.

**Authorization:** The person executing this Contract on behalf of the Purchaser expressly warrants and covenants that he/she is the authorized representative of the Purchaser, or Purchaser's designee, and is authorized to enter into this Contract for and on behalf of the Purchaser.

**Attorney's Fees:** For any legal action or collection efforts arising out of this Contract, Purchaser shall pay to Contractor all of Contractor's reasonable attorney's fees and costs associated with the matter if Contractor is the prevailing party. Prevailing shall mean that Contractor received an award, judgment or settlement in its favor or obtained a dismissal without payment. For any collection proceedings, payments made by Contractor to a collection agent or debt collector shall be paid by Purchaser and if an attorney is retained for any collection efforts, it is agreed that 33 and 1/3% of the total amount sought is a reasonable attorney's fee.