

WARRANTY

Panthifier Concrete Chemical Hardener & Densifier Guardeon Polished Concrete Guard

Products for use in the grinding and polishing of concrete surfaces.

Pantheon Surface Prep Sales & Rental, supplier of Panthifier hardener, sealer, densifier for polished concrete warrants to the owner that, for a period of 10 years from the date of installation, the concrete floor on the identified structure which has been treated with Panthifier will maintain its dust proof and hardening effects (as defined below). Pantheon Surface Prep Sales & Rental, supplier of Guardeon Stain and wear protective treatment for polished concrete warrants to the owner that, for a period of 1 year from the date of installation, that the product is free from any defects and will perform in the manner specified as long as the surface is maintained in accordance with the factory maintenance guidelines.

If all conditions in this Warranty are met, and the treatment does not perform as warranted, Pantheon Surface Prep Sales & Rental sole responsibility shall be, at its option, to supply sufficient treatment to retreat the surface, or to supply the case equivalent to the original treatment. Owner shall be responsible for the cost of labor and equipment for re-treatment and for the materials and labor required for any additional repairs to the structure.

For purposes of this warranty, the treated concrete floor will be deemed to have maintained its "dust-proof effects "and stain resistance as outlined in our technical test reports. Problems such as poor mix design, improper placement or finishing, moisture related problems or alkalinity and/or surface sweating floor syndrome, are not covered by this warranty. The products must be installed by a factory certified installer for this warranty to be valid. Workmanship is not covered by this warranty or expressed in any documentation including certification paperwork or other 3rd party credentials.

In the event of a claim under this warranty, owner must promptly notify Pantheon Surface Prep Sales & Rental and certified installer in writing and allow Pantheon Surface Prep Sales & Rental, or its representative, free access to the structure for inspection and testing.

This warranty may be transferred to a subsequent owner, for the remaining period of its effectiveness, by notifying Pantheon Surface Prep Sales & Rental in writing of the transfer of ownership within 120 days of the effective date of change in ownership.

THE PARITES AGREE THAT THIS EXPRESS WARRANTY IS GIVEN BY PANTHEON SURFACE PREP SALES & RENTAL IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MECHANABILITY OF FITNESS FOR PURPOSE, FURTHER, THE PARTIES AGREE THAT OWNERS SOLE REMEDY IN CONNECTION WITH THE PURCHASE OR USE OF PANTHIFIER HARDENER, SEALER, DENSIFIER, IS AS EXPRESS IN THIS DOCUMENT AND THAT PANTHEON SURFACE PREP SALES & RENTAL SHALL NOT BE LIABLE FOR DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OWNER WAIVES ANY CLAIMS AGAINST PANTHEON SURFACE PREP SALES & RENTAL FOR SUCH DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS SUBJECT TO AND SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

Limitations and Conditions:

- 1- The Panthifier hardener, sealer, densifier must be applied in strict accordance with the then current Pantheon Specification and Application Instructions and with Project Specifications.
- 2- The Panthifier hardener, sealer, densifier must be applied by an approved and factory trained "Certified Installer" who has experience in the application and been trained by the Pantheon technical team.
- 3- The surface to which the hardener, sealer, densifier is applied must be structurally sound and properly placed.
- 4- The Guardeon protective treatment has been applied in strict accordance with the then current Pantheon Specification and Application Instructions and with Project Specifications.
- 5- The Guardeon protective treatment must be applied by an approved and factory trained "Certified Installer" who has experience in the application and been trained by the Pantheon technical team.
- 6- This warranty does not extend to, and Pantheon Surface Prep Sales & Rental, shall not be responsible for, abnormal or abusive traffic, concrete deterioration caused by chemical spills or staining, accidents, carbonation, cracking, or improper placement, faulty maintenance/cleaning,

accidents, acts of God, inadequate or faulty structural design, structural defects, building alterations, or any other cause beyond the control of Pantheon Surface Prep Sales & Rental.

7- Notwithstanding, any other provision of this warranty, this warranty shall not become effective until all invoices for the application, materials and service have been paid in full to the contractor and material suppliers and all project documentation has been received by Pantheon Surface Prep Sales & Rental.



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