



Warranty will be issued once the contract is issued.

Project Name: _____

Location: _____

ABC Surfacing LLC warranty for a period of five (5) years for ABCS System new installation and One (1) year for ABCS Repairs System commencing from the date of Substantial completion date.

This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of ABCS SYSTEM surfacing only. This limited warranty includes only ABCS SYSTEM obligation to repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area/ areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of a failed installation system.

ABC SURFACING LLC. is under no obligation or responsibility to repair and/or replace Poured-in place system due to damage by vandalism, sun / UV ray discoloration, product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of maintenance, any foreign residue that may be deposited on the surface, normal wear and tear, damage from sharp objects (high heels, spikes, etc.) or acts of God.

All warranty claims shall be made in writing to ABC SURFACING LLC. within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period.

The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, and photos of the failed area.

ABC SURFACING LLC. shall then determine the validity of all claims after sufficient evidence has been gathered.

ABC SURFACING LLC. will then notify and schedule a day to replace/repair the system if covered in the warranty.

Any dispute as to whether and to what extent there is an ABCS SYSTEM failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by a joint investigation and discussion between ABC SURFACING and the owner in order to achieve a mutually agreeable solution.

This Limited warranty covers ONLY the ABCS SYSTEM. This limited warranty does NOT include the underlying material (existing surface, existing or new asphalt, concrete, base, sub-base, or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), A failure in such systems can cause for the failure of the ABCS SYSTEM. In such cases then the ABCS SYSTEM warranty shall be void. If the underlying material is concrete, a "curing agent" is NOT allowed.

Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism.

Owner agrees that it will not, under any circumstances, make alterations to the ABCS SYSTEM Poured-in-place surface without the written authorization of ABC SURFACING LLC. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for ABC SURFACING LLC. system.

As a result of alterations, ABC SURFACING LLC. will not be liable for injuries, defamation, or improper CSPC/ ADA guidelines.

Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the ABC SURFACING LLC. Maintenance Guidelines.

NOTE: The following chemicals can cause potential damage to the ABCS SYSTEM and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, acids, and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Unless noted otherwise in the contract, any damages to the surface during the curing period will be repaired or paid for at the Owner's expense.

Signature_____

Date_____

