



SUPER-KRETE® INTERNATIONAL, INC.

LIMITED PRODUCT WARRANTY

LIMITED WARRANTY:

Subject to the limitations set forth below, SUPER-KRETE International, Inc. ("SUPER-KRETE") warrants our products to be of merchantable quality **only when used or applied by applicators trained and certified in the specific type application by SUPER-KRETE ("Certified Applicator") or a SUPER-KRETE training approved representative.** SUPER-KRETE Products are to be applied only when surface temperatures are above 55 degrees F and rising. SUPER-KRETE Products are not to be applied when precipitation is expected within 24 hours following completion of application. Do not allow materials to freeze.

Note: SUPER-KRETE specification guides for specific type applications are available for additional reference. Specifications may also be developed for specific projects following site surveys to determine requirements.

DESCRIPTION:

For the purposes of the Limited Warranty, "Certified Applicator" shall mean one who has been approved by SUPER-KRETE in strict accordance with SUPER-KRETE specifications, including satisfactorily completing all sections of the evaluation process for the certification category designated on the applicants SUPER-KRETE Certified Applicator certificate.

WARRANTY EXCLUSIONS AND LIMITATIONS:

SUPER-KRETE does not warrant these products for uses other than those intended. SUPER-KRETE does not make, nor does it authorize any agent or representative to make any other warranty, of MERCHANTABILITY OR FITNESS for purpose or any warranty, guarantee, or representation, expressed or implied, concerning these materials except that they conform to product specifications distributed by this company. Buyer and user accept this product under those conditions and assume the risk of any failure, injury, to person or property (including that of buyer and user), death, loss or liability resulting from the handling, storage, or use of the product whether or not is handled, stored, or used in accordance with the directions or specifications.

SUPER-KRETE does not warrant products unless the project applicators are Certified Applicators or a certified SUPER-KRETE factory representative is on site at all times during the application.

Since no control is exercised over product use, no warranty, express or implied, is made as to the effect of such use and no liability is assumed, directly or indirectly, from their use. Buyers and users are encouraged to conduct their own tests prior to application. Further, no warranty or guarantee, express or implied, is made regarding labor or the performance or stability of this product since the manner and use and condition of storage and handling is beyond our control. **SUPER-KRETE's liability in supplying this product is limited solely to the replacement of any product tested and proven to be defective.**

SUPER-KRETE products are guaranteed for a period of five years from the date of application if they are applied as directed in the manufacturer's most updated specifications on a sound portland cement-based substrate or plywood by a Certified Applicator approved by SUPER-KRETE. It is always recommended that existing surfaces to be treated, be analyzed by a SUPER-KRETE representative prior to use of products to determine the condition of the substrate. **This warranty is for the replacement of material only and does not warrant any labor.**

SUPER-KRETE is in no way responsible or liable if the product cracks as a result of any movement, cracks or heaves in the existing sub-surface caused by ground movement, earthquakes, hydrostatic pressure, other acts of God, or problems caused by the substrate not being structurally sound, negligent acts of others, or damages caused by misuse. User assumes all risks associated with movement of cracking of the base material or ground. The chipping or cracking of the product, which may result from such movement, is not warranted by SUPER-KRETE. **This warranty is limited only to the replacement of the product if tested and proven defective. Labor is in no way included in this warranty.** This warranty is the only written product warranty supplied by SUPER-KRETE, manufacturer of SUPER-KRETE products. No other warranty exists.

The information presented herein is, to the best of our knowledge, true and accurate.

DISPUTES:

Any litigation arising out of this warranty must be brought in the Superior Court of California, County of San Diego, East County District.

Disclaimer of Warranties

THIS LIMITED WARRANTY IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY THE MANUFACTURER OR FITNESS OR MERCHANTABILITY. THERE ARE NO OTHER GUARANTEES OR WARRANTIES MADE BY SUPER-KRETE, EXPRESS OR IMPLIED, IN FACT OR BY LAW.

Super-Krete®, Pene-Krete, Bond-Kote, Super-Stamp, Stamp-Kote, Super-Crete®, and the Super-Krete® Products Logo are all registered trademarks of SUPER-KRETE® International, Inc. All rights reserved.

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SUPER-KRETE® INTERNATIONAL, INC.
LIMITED PRODUCT WARRANTY APPLICATION

Complete the following sections for filing of your Warranty Application. Do not leave any section(s) incomplete as this may invalidate your Warranty. Warranty Applications must be received by Super-Krete® International, Inc. within in 30 days of completion of Super-Krete® product(s) system application, or be post-marked with in 30 days of completion of Super-Krete® product(s) system application. Warranty Applications must include receipts and proof of purchase along with specific batch numbers of all materials used. Warranty Applications submitted by Facsimile, E-mail or copies of Warranty Applications will not be accepted.

Today's date: _____ CERTIFIED APPLICATOR NUMBER: _____
 Expiration Date: _____

Property owner(s) name(s): (if Corporation, include corporate officer responsible for this Warranty Application)

 (Print Full Name) (Print Full Name)

Property Owner Address: _____

City: _____ State: _____ Zip: _____

Contact Telephone Number: (_____) - _____ - _____

Alternate Contact Telephone Number: (_____) - _____ - _____

Application Property Address: _____

City: _____ State: _____ Zip: _____

Type Application: (check all that apply)

Super-Stamp® System Stamp-Kote® System Pool Texture™ System

Broom Finish™ System Smooth Finish™ System Art Deco™ System

OTHER SYSTEM: _____

 (Print Full Name)

Certified Applicator Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (_____) - _____ - _____

Alternate Telephone Number: (_____) - _____ - _____

Please note that receipts and batch numbers for each item purchased are required. Attach all information to this document.

Certified Applicator Signature _____ Print _____

Date _____

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