## **Limited Lifetime Warranty Terms and Conditions**

- 1. We warranty that our Buffalo Concrete Coatings products will not yellow due to UV rays for the limited lifetime duration and will not chip, peel, separate or delaminate from its properly installed and prepared, vertical or horizontal, interior or exterior surface.
- 2. Buffalo Concrete Coatings warrants that all products will be free from defects under these conditions. Replacement is limited to original cost of materials or replacement, at the choice of Buffalo Concrete Coatings (excluding shipping, taxes, and/or tariffs). Buffalo Concrete Coatings' sole responsibility under this warranty shall be the cost of replacement materials to fix or repair the failed areas only. A representative or original factory trained installer must be present to assess the failed areas and judge the cause and mode of failure prior to any fix or repairs being made. Installers shall make their best effort to repair any issues in a timely manner.
- 3. Exclusion of Warranty: Abuse, alterations, damage due to animal chewing or clawing, cutting, chipping, accident, fire, corrosive liquids, extreme heat damage (over 250 degrees F), smoke damage, iron oxide penetration, hydrostatic water pressure and the like. Due to the inherent movement in concrete, soil, Wooden structures and possible lack of structural integrity of these substrates, Buffalo Concrete Coatings makes no warranty, either expressed or implied regarding earth or ground fill movement, earthquakes, landslides, Acts of God Cracks or Heaves in existing sub-surface, discoloration in the coating or overlay installation, or reduction of gloss. The above warranty in paragraph 1 is an express written limited warranty and there are no warranties of merchantability.
- 4. Failure to properly prepare the substrate surface as per Buffalo Concrete Coatings instructions or advisories, or if products are installed or applied on top of, or mixed with other products not approved within the supplied instructions such as mixing Buffalo Concrete Coatings products with unapproved solvents or thinners, or applying Buffalo Concrete Coatings products over existing inferior paints or coatings, or otherwise using the products for other than their approved intended use. Proper concrete surface preparation by mechanical grinding includes removing all previous coatings, sealers, laitance, efflorescence, water repellents, curing compounds, oils, grease, waxes, and any other impediments to adhesion. Buffalo Concrete Coatings warranty liability will not exceed the cost of replacement materials.
- 5. Coated Surface can be slippery when wet with any fluid. In no event shall Buffalo Concrete Coatings be responsible for injury incurred by a slip or fall situation. It is the purchasers sole responsibility to provide for their own safety and the safety of their guests. While slip resistant additives assist slip/fall prevention, there is no guarantee that someone will not slip while walking on coated areas. Buffalo Concrete Coatings assumes no responsibility for slip/fall accidents.
- 6. Improper Maintenance: Defects or failures caused by mistreatment, neglect or improper maintenance shall be repaired at the purchaser's expense. The surface maintenance instructions have been emailed to the purchaser before or on the day of installation. All warranties shall become void, if during the warranty period, work is performed on the applied surface or its substrate by anyone not authorized by Buffalo Concrete Coatings
- 7. Pool Clean Up: Pools my become dirty during installation, due to reside from the application or during the cleaning of the deck surface. To Clear pool, regular vacuuming and filter back washing if necessary, will speed clean up, after Buffalo Concrete Coatings has completed project. Buffalo Concrete Coatings is not responsible to clean up residue resulting from the application or clean-up process.
- 8. Damage from Masking Materials: Buffalo Concrete Coatings will exercise reasonable care when masking materials are applied and removed. However, some loose paint may be damaged and Buffalo Concrete Coatings is not responsible for such damage.
- 9. Miscellaneous: No one is authorized to make any other warranties on our behalf, ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD SPECIFIED ABOVE Buffalo Concrete Coatings. SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE AS SET FORTH IN THIS WARRANTY AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED.

Purchasers signature:	
Date Signed:	