

Diamabrush™ LIMITED MATERIAL WARRANTY

Diamabrush™ warrants, for a period of 1 year from the date of purchase, that its products are free from defects in materials and manufacturing and will perform as intended when installed and maintained in accordance with procedures recommended by Diamabrush.

THIS WARRANTY DOES NOT COVER:

(1) general dissatisfaction of the product; (2) misuse by the end-user of the Diamabrush tools (instructions on proper use are available by contacting Diamabrush, Technical Service Department, 32470 Industrial Dr., Madison Heights, MI 48071); (3) damage due to accidents, acts of God, physical abuse, or damage caused by user; (4) coating failure, problems, or damage due to irregularities caused by the application surface, subfloor, or substrate, including, but not limited to weakness, contamination, expansion, cracking, failure, alkali, or hydrostatic pressure (water vapor emissions); (5) normal blade or tool-wear.

NOTICE OF CLAIMS

All warranty claims must be made in writing and sent to Diamabrush Technical Service, 32470 Industrial Dr., Madison Heights, MI 48071. Status of claims will be based on complete inspection of installation. Diamabrush shall be allowed a reasonable period of time to investigate the alleged defect, including removal of samples, and to perform any testing deemed necessary to determine the cause(s) of the alleged defect. All claims must be made within sixty days of owner learning the facts upon which such claim is based. All claims not submitted in writing and received by Diamabrush within the time period specified above shall be waived. Proof of product purchase must be provided with all warranty claims.

LIMITATION OF LIABILITY

The owner's sole and exclusive remedy against Diamabrush for claims arising under this Warranty for any and all losses and damages resulting from any cause shall be the replacement of the defective product or, in the sole discretion of Diamabrush, the refund of the purchase price for such defective product. In no event, under any claim or theory of liability whatsoever, shall Diamabrush be liable for incidental, consequential, special, or punitive damages, including without limitation any loss of real estate property value or rental fees, loss of profits, loss of business opportunity, damage to components of construction or contents of the building, or personal injury or hardship regardless of cause.

REPRESENTATION

No person, including any representative or employee of Diamabrush, is authorized to assume on behalf of Diamabrush any liability or responsibility in addition to or different from that described above. Any and all representations, promises, warranties, or statements that are in addition to or different from the terms set forth above are of no force or effect. This Warranty is null and void unless Diamabrush has received payment in full for such products subject to the Warranty.

THIS LIMITED MATERIAL WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED OR IMPOSED BY LAW, PARTICULARLY IN LIEU OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND WITH RESPECT TO ANY WARRANTY AGAINST INFRINGEMENT OR THE LIKE.