



Slip Free Systems, Inc.

1929 County Road 129 Pearland, TX 77581 Phone: 281-482-5577 (24/7)

www.SlipFreeSystems.com

Limited Liability & Warranty Statement including Terms of Sale

Slip Free Systems warrants all installations provided by Slip Free Systems are free from installation defects for a period of one year in which the customer owns the home or business, subject to the terms and conditions set forth in this warranty. Slip free Systems, Inc. will remedy and correct any installation defects with respect to epoxy and/or other coatings and/or treatments installed by us during the warranty period and shall in no case exceed the purchase price of the original contract. This warranty specifically includes lifetime protection against hot tire pickup. It does not include incidental or consequential damages or loss of use of project area including the structure or surrounding spaces. Slip Free Systems, Inc. will honor this agreement by sole option, of either: (a) replacing, at Slip Free Systems, Inc. cost and expense, the inferior area of defect(s); or (b) crediting to the customer the adjusted credit amount of the defect area for use on future projects. Method of option to be determined by Slip Free Systems, Inc. Slip Free Systems, Inc. is the only party authorized to remedy and correct any installation defects as provided by this warranty. This limited warranty does not apply to manufacturing defects in products used.

Slip Free Systems, Inc. will not warranty any installation with failed adhesion due to vapor transmission, water vapor transmission, outgassing, hydrostatic water pressure or transmission of water in any form including inclement weather or other acts of nature or unforeseen circumstances that occur during the application and/or curing process. Slip Free Systems will not warranty coatings applied over contaminated surfaces such as grease, paint or other products or contaminants that cannot be removed by normal manufacturer suggested preparation methods. Slip Free Systems recommends the polyurea/urethane UV protective coating on all jobs and will not be held liable for color loss, color fade, cloudy appearance, or dis-colorization of any kind. Slip Free Systems, Inc will not be held responsible for problems arising from un-reported, pre-existing conditions that cause coating failure. Slip Free Systems will not warranty any work where epoxy is selected to be applied to any surface other than industry standard concrete and/or the original concrete slab. Moisture vapor testing and moisture retardant protection is recommended for all installations. Not all "Slip Free" floors are slip resistant, it is the customer's responsibility to choose the floor type and texture options that works for their needs. Slip Free Systems will not be responsible for slip and fall conditions on any floor coating or treatment. In instances of striping and free edge surfaces slip free will attempt but not guarantee a crisp clean line on problematic surfaces. It is the customer's responsibility to choose a flooring system that complies with the needs of their use. Slip Free Systems, Inc. will not be responsible for flooring systems installed against recommended applications. It is the customer's responsibility to protect their newly coated floor during the curing process. Customer understands that edgework and corner detail is limited to space allowed for heavy equipment to access these areas which may leave unfinished areas in corners or on edges inaccessible to our equipment in some cases. Specific need for edgework less than an inch from wall will incur an added fee. Corners are rounded off at a radius proportionate to the size of equipment used. We use dust filtering equipment, but customer may experience some residual dust from the installation process. Some of the materials utilized by Contractor may emit strong odors when applied. Persons sensitive to solvent fumes, such as vapors, should avoid being close to the area to be applied. Slip Free will not be responsible for damage caused by solvent fumes if a solvent-based product is chosen and utilized in this project/installation. Final bill will reflect actual area treated if more than original bid/proposal indicates. This warranty specifically excludes claims for loss or use of property including personal property or bodily injury.

Failure to follow recommended maintenance procedures resulting in loss of effectiveness of the application will not be accepted as claims of misrepresentation or faulty product or installation. Abuse by the end user resulting in surface wear and tear, which includes, but is not limited to, pitting and scratching is not an installation or product failure and therefore is not a covered warranty item. Exposure to aggressive contaminants including but not limited to battery acid and brake fluid is not a covered issue. The installation process for many of our flooring systems requires a minimum uninterrupted cure time. Slip Free Systems will not be responsible for problems that arise as a result of outside influence such as footprints in wet product or leaks from existing equipment located on the property or other unforeseen problems that may/may not cause delay or ruin. Slip free Systems specifically reserves the right to determine, in its sole, absolute discretion, whether a "Installation Defect(s)" exists; and (b) decline any claim under this Limited Warranty. Slip Free Systems, Inc. reserves the right to void this Limited Warranty, and shall not be obligated to make any replacements or credits to the purchase price in event that work is performed on the finished surface by any party after the sale of aforementioned project. Due to the temporary nature of non-epoxy floor sealers, they are not covered by this warranty.

Please take special note that any amount paid prior to installation as a deposit toward services to be rendered is to be considered non-refundable. These non-refundable deposits will be used for non-returnable materials, man-hours and preparation for the project. A full refund will be offered if the job is cancelled by Slip Free Systems, Inc. for reasons unrelated to the customer or the job-site conditions. Refund of the deposit is at the implicit discretion of Slip Free Systems, Inc.

Slip Free Systems will not honor any warranty and/or liability claim in full or in part where customer has not submitted their signature on Slip Free Systems, Inc.'s Bid/Proposal and this Warranty document. Slip Free Systems will not honor any warranty and/or liability claim where payment has not been made in full. Slip Free Systems, Inc. reserves the right to charge the customer a late charge of up to 5% per week of the total contract value when payment is not received by the date or time as indicated on the Proposal. Slip Free reserves the right to impose a returned check fee and applicable charges in the event of a returned check to be determined on applicable bank charges. This warranty supersedes any other agreement written or verbal.

We agree that any legal claim or dispute brought against Slip Free Systems shall be resolved by arbitration administered by the Pinak Law Firm or other firm named by Slip Free Systems under the Code of Procedure for Resolving Disputes in effect when the claim is filed. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction. When Slip Free Systems is the prevailing party, determined by the Arbitrator(s), they entitled to recover reasonable attorney's fees and arbitration costs.

EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, SLIP FREE SYSTEMS INC. MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. THIS CONTRACT IS NOT TO BE REVISED OR AMMENDED AND SERVES TO SUPERCEDE ANY OTHER AGREEMENT. SLIP FREE SYSTEMS, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, INCIDENTAL OR OTHERWISE) FOR ANY BREACH OF THIS LIMITED WARRANTY, EXCEPT FOR SLIP FREE SYSTEMS, INC. OBLIGATIONS TO REPLACE, OR PROVIDE CREDITS WITH RESPECT TO, INSTALLED CONCRETE COATINGS AND/OR OTHER SERVICES BY SLIP FREE SYSTEMS, INC.

Slip Free Systems Owner: Mark Considine Signature: Mark Nelson Considine Date: _____

Customer Signature: _____ Printed Name: _____ Date: _____

Slip Free Systems, Inc. Terms & Conditions of Sale

1. **Site Inspection:** Slip Free Systems proposal is subject to site inspection prior to work beginning. Slip Free Systems will attempt to verify that surfaces to receive the coating are completely dry, clean and free of grease, oil, construction films, other coatings, stains, dust, and other deleterious materials that might affect final appearance or adhesive bond. The surface shall be inspected and accepted by the owner/engineer/consultant (The Client) and by a Slip Free Systems representative prior to coating application. The Client and Slip Free Systems both maintain the right to reject the surface if any unacceptable conditions exist. The client is responsible for rectifying any unacceptable conditions.
2. **Cured Concrete:** We will not apply our coatings to the concrete floor until concrete has cured and is dry to bond. Cured concrete requires a minimum of 28 days prior to beginning work.
3. **Safety and Precautions:** The owner or General Contractor is to take precautions to protect the structure, project surroundings, other adjacent facilities and nearby vehicles during installation process. Owner or General Contractor will clearly mark the surrounding areas and access points to the working area so that no unauthorized persons have access to it.
4. **Natural Character:** Even though every effort is made to clean and remove debris from the area to be applied, any irregularities such as unevenness, cracks, scratches, divots, holes, broom finish, debris, sanding marks, tape or dust that are not repaired or that cannot be removed prior to the application will show after product is applied. Customer understands and agrees that our coating will result in a faux finish effect, hence Contractor cannot guarantee an even finish. In the completed application slight variations in color, texture, and appearance from the samples and/or chosen may be evident. Also, variations in color and texture may be evident from one area to another. Like other artwork, these variations and distinctive character markings add beauty and individuality to each endeavor our craftsmen produce and will not be considered cause for replacement or refinishing. Expect minor wicking on taped lines where floor is deteriorated.
5. **Moisture:** The Slip Free Systems bid does not include moisture testing. Testing for vapor emissions is the customers responsibility and expense. Moisture testing is highly dependent on atmospheric conditions at the time of the test and should be considered accurate with exceptions. Excessive moisture in or permeating from concrete after application of a coating can cause failures such as blistering and delaminating. Slip Free Systems will present an additional estimate detailing the job to be performed to apply special primers, vapor retarders, moisture suppression coatings, or water mitigating products to the surface on projects where test readings are greater than 3 lbs per square foot in an average 24 hour period. We recommend a moisture retarder for an added charge on all floors older than 10 years to slow the progression of vapor transmission damage. The long-term success of a moisture vapor retarder is dependent on post installation conditions in the slab and atmosphere that cannot be gauged prior to application. Slip Free Systems moisture vapor retarder is an effective mitigation method when used on industry standard original concrete slabs under stable surface water and ground water table conditions, optimal atmospheric pressure readings and a lack of catastrophic acts of nature.
6. **Slip Resistance:** While our coatings can help provide a slip resistant surface, even with the addition of slip resistance additives we cannot assume any responsibility for persons slipping and falling on surfaces treated by Slip Free Systems, Inc. These events and situations are not guaranteed or covered by our warranty. If a slip resistant texture is chosen the Contractor, the Owner or Owner's agent is to be present during finish coat to approve and sign off on the texture unless a sample board has been pre-approved. If Owner/agent is not present then by default the Owner will accept the texture provided by Slip Free Systems, Inc. Not all of our coatings are slip resistant, the buyer is responsible for choosing a finish that is right for the project. No guarantee is made as to the consistency of texture when the concrete slab floor is not level or has birdbaths or waves.
7. **Pending Construction:** Any construction details required such as, but not limited to, transition joints, expansion joints, floor drains, fixtures and piping should be completed by client at least two weeks prior to coatings application or specifically addressed in detail on any contract of Slip Free Systems, Inc.
8. **Existing Construction Details:** Slip Free Systems will fill minor holes and spider cracks on the concrete floor using appropriate compounds as indicated on the Slip Free Systems Bid/Proposal. Small metal objects will be removed when possible. Slip Free Systems will not make any repairs, corrections or alterations to the general design or to the slope of the floor. If large or deep cracks are present, Slip Free Systems may present an additional estimate or change order request detailing the added work to be performed prior to coating.
9. **Repairs to Existing Floor:** We do not alter the geometry of the floor. Any existing unevenness, small birdbaths or general slab inconsistency will remain unless otherwise noted on the contract. Some slab imperfections can alter the look of the completed floor.
10. **Outgassing & Fish Eyes:** Customer understands and agrees that, due to mechanical and weather conditions, coating applied with a roller may show marks or lines on the surface and that some blisters, bubbles, amine blush or rings may occur. The presence of isolated blisters caused by outgassing has no negative effect on the performance of the application. Customer may opt to leave blisters untouched or may ask Contractor to repair area around blister and agrees that such repair may be noticeable to the human eye. This is an expected occurrence and will not be considered a flaw or imperfection in the floor.
11. **Cracks larger than 1/16 inch** need to be repaired using special compounds before the coating process begins. Slip Free Systems will advise client of the cost of repairing cracks prior to proceeding with crack repair not already noted on the Slip Free Systems Bid/Proposal. Slip Free Systems warranty does not cover re-cracking of the slab or joints due to movement in the substrate after installation.
12. **Swirl Marks:** Every measure is taken to prevent swirl marks in the completed floor; however, in some cases where the slab is too soft and too porous swirl marks may be seen in the final finish on solid color one or two coat systems or clear finishes.
13. **Customer Provisions:** Owner or designated representative of Owner is responsible for providing Slip Free Systems installation crew with lights, water and electricity and 24 hour access to the site and a safe and secure storage for materials on the job site.
14. **Mobilizations:** All prices are based on receiving the entire area to be treated at once, projects requiring multiple mobilizations will incur mobilization charges of not less than \$1,500.00 unless otherwise noted on Slip Free Systems Proposal, Bid or other signed paperwork.
15. **Getting Ready:** Concrete is to be dry and in broom swept condition prior to Slip Free Systems start time and date unless otherwise noted.
16. **Scheduling:** Slip Free Systems, Inc. is to have uninterrupted work atmosphere. Interruptions by owner, general contractor, other subcontractors or interference by other trades which cause a delay in the project will result in a change order to compensate Slip Free Systems for lost time and expenses incurred. This includes a re-stocking charge for any cancellation. Rescheduling of the project without 7 days' notice from the start date of the project will result in a charge. Estimated time frames for installation are approximate. Slip Free cannot be held responsible for unforeseen challenges identified midway through the project; ie, site conditions, inclement weather, other trades working in the area and etc.
17. **Floor Protection:** General Contractor is responsible for protecting Slip Free Systems work from the other trades during installation, the cure time and after the coating is installed but not yet turned over to the customer. Customer must make sure that no traffic will be allowed during the

coating process. Customer needs to secure the coated area from traffic, pets, and sprinklers and avoid anyone from using, walking and driving on it. Failure to do so will result in an additional cost to re-apply the coating at Customer's expense. Customer must make sure that garage door(s) are closed shut until coating's full curing time is reached and maintain safe environment from other hazards.

18. Clear the Work Area: Project owner is to move all moveable objects from the area prior to the start of the project unless otherwise noted in the bid/proposal. Slip Free Systems will not be responsible for moving any objects.
19. Contract Changes: Customer, without invalidating the contract, may order extra work, or make changes by altering or adding to the work covered in this contract. Any changes shall be made in writing and must be acknowledged as received from Customer and Slip Free Systems. The amendment/change order will state the details of the change to the contract and will be signed by both parties. The contract price will be adjusted accordingly and the additional deposit due will be paid by Customer before work commences. Slip Free Systems will not be liable for delays in application due to changes made to the contract.
20. Weather: Slip Free Systems reserves the right to stop work when rain is imminent, when temperature is within 5 degrees of the dew point, or when ambient air temperature is below 50°F. Slip Free Systems, Inc. will not be held liable for any damages to the coated floor or surrounding areas incurred as a result of inclement weather, rain, rising or falling temperatures, storms or other acts of nature.
21. Fees: Any collection or attorney fees required to secure payment are to be paid by Customer. Other legal remedies including a lien on the property shall be sought by Slip Free Systems, Inc. to secure payment and held in force until account is paid in full. We require the Customer to give 72 hours' notice when rescheduling an application. If Slip Free Systems arrives at Customer's location and is unable to perform an application due to an unprepared or inaccessible location a mobilization fee will be assessed. Customer will be financially responsible for all debts incurred by Slip Free Systems in the collection of outstanding balances.
22. Climate Control: The building to be coated should be kept at a controlled temperature fourteen (14) days prior to the installation of the coating.
23. Edges: Customer understands that edgework and corner detail is limited to space allowed for heavy equipment to access these areas. Specific need for edgework less than ¾ of an inch from wall will incur an added fee. Corners are rounded off at a radius proportionate to the size of equipment used.
24. Sprinklers: Sprinklers surrounding the perimeter of the project location or building where the project is to take place must be turned off ten (10) days prior to the installation of any floor coating and left off for seven (7) days after the coating has been installed.
25. Under no circumstances shall Slip Free Systems Inc. be liable by virtue of this limited warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary, or consequential damages of any nature however they arise from use or inability to use as a result of the installation or construction process or result.

Acceptance of the Slip Free Systems proposal/bid is acceptance of these Terms and Conditions and The Slip Free Warranty Statement as well as the Scope of work as listed in the Bid/Proposal.

Slip Free Systems Owner: Mark Considine Signature: Mark Nelson Considine Date: _____

Customer Signature: _____ Printed Name: _____ Date: _____

Slip Free Systems, Inc. 1929 County Road 129 Pearland, TX 77546 Phone: 281-482-5577
www.SlipFreeSystems.com E-Mail: sales@slipfreesystems.com