



5 YEAR LIMITED WARRANTY FOR BallistiX

Meghan's Supply & Design warrants its BallistiX hardscape coating to be free of defects as long as they are catalyzed and applied by an applicator that has been certified and trained by Meghan's Supply & Design, and the product is applied in its entirety following the guidelines set forth by Meghan's Supply & Design. This pertains to all aspects of the coating in regards to water intrusion, ultra violet resistance, specified visible abrasion resistance, professed levels of stain resistance and resistance of its synthetic polymeric materials to "Fungi".

This 5-year Limited Warranty applies only to Meghan's Supply & Design's BallistiX coating and not to any structure or fixture, or building material that is used in the construction of a structure or fixture that Meghan's Supply & Design BallistiX coating might be applied to. Meghan's Supply & Design will not be held responsible for any injury associated with the application of its BallistiX coating or any injuries associated with the use of its coatings during or after the installation process pertaining to, but not limited to, applicators, occupants, residents, customers, contractors, or guests. The Limited Warranty does not apply to any physical damage to the BallistiX coating above and beyond the normal stated wear parameters outlined in Meghan's Supply & Design's guidelines formulated by the product testing conducted by the "TCNA" Tile Council of North America. This warranty applies only to coated surfaces which are kept free of debris and harsh chemicals (excluding normally chlorinated drinking or swimming pool water and mild detergent cleaning chemicals) and does not apply to excessive physical damage from violence, acts of God, of fire or acts of civil disorder.

Meghan's Supply & Design does not warranty the quality and workmanship of the installation of its coating products and acceptance falls upon the certified applicator and the end user recipient that Meghan's Supply & Design has no control over said functions. Meghan's Supply & Design shall not be subject to claims, liabilities, or other obligations that might arise out of any breach of contract (including negligence) between a certified Meghan's Supply & Design applicator and their client or end user. This warranty shall not apply to any products that are not manufactured by Meghan's Supply & Design; such products are sold AS IS, except if the warranties, if any, of the respective manufacturers of such products are enforceable with their respective manufacturers. Meghan's Supply & Design has no responsibility for any of its coatings that have been installed by anyone other than a certified Meghan's Supply & Design applicator. Meghan's Supply & Design shall not have any responsibility hereunder with respect to its or any products that have been repaired or altered without express written consent by Meghan's Supply & Design. **PRODUCT REGISTRATION IS REQUIRED FOR ALL WARRANTIES INCLUDING SUBMISSION OF ORIGINAL WORK ORDER SHOWING A CERTIFIED Meghan's Supply & Design APPLICATOR.** There is NO warranty for DO IT YOURSELF INSTALLATIONS. The limited warranty applies solely to Meghan's Supply & Design BallistiX coatings that have been properly



catalyzed in accordance with Meghan's Supply & Design's technical data sheets and mixing instructions.

Any description of the coatings, whether in writing, or made oral by Meghan's Supply & Design or one of its registered agents, or specifications, samples, models, drawings, diagrams, or materials designed to market, sell, or identify the coatings shall not be construed to express the warranty or quantify the warranty as a point of standard unless confirmed in writing by Meghan's Supply & Design.

If for any reason within the applicable warranty period Meghan's Supply & Design BallistiX coating should fail to meet up to the standards that are set forth by Meghan's Supply & Design after the Meghan's Supply & Design certified applicator followed the guidelines for the catalyzation and application of said coating, and thus proves to be defective, the BallistiX product will be replaced without cost to the end user. Meghan's Supply & Design's obligation hereunder is further conditioned by Meghan's Supply & Design's receipt of written notice of the alleged defects in ten (10) calendar days of its discovery.

The End user or (the buyer) shall indemnify Meghan's Supply & Design against any and all losses, damages, liabilities, and expenses (including, without limitation to attorney's fees and/or all other costs associated with defending action) which Meghan's Supply & Design may incur as a result of any claim by the buyer or end user arising out of or in connection with the BallistiX coating sold hereunder and based upon product or service defects not proven to be caused solely by Meghan's Supply & Design.

DISCLAIMER

Slip and Fall Precautions:

OSHA and the American Disabilities Act (ADA) have now set enforceable standards for slip resistance on pedestrian surfaces. The current coefficient of friction required by ADA is .6 on level surfaces and .8 on ramps. Meghan's Supply & Design mends the use of angular slip resistant aggregate in all coatings or flooring systems that may be exposed to wet, oily or greasy conditions. It is the contractor and end users' responsibility to provide a flooring system that meets current safety standards. Meghan's Supply & Design, LLC or its sales agents will not be responsible for injury incurred in a slip and fall accident. Moisture Vapor Emissions Precautions: All concrete floors are subject to possible moisture vapor transmission that may lead to blistering and failure of the coating system. It is the coating applicator's responsibility to conduct calcium chloride and relative humidity probe testing to determine if excessive levels of vapor emissions are present before applying
Disclaimer Precautions continued Meghan's Supply & Design, LLC can not make any guarantee of results or assume any liability in connection with the use of product or information. Meghan's



Supply & Design, LLC has no control over the use to which others may place or apply products. It is highly recommended that the products be tested to determine suitability for a specific application. Responsibility rests with the engineer or architect, owner and contractor for the decision, application, and proper installation of each product.

***SEE PRECAUTION AND TESTING INFORMATION**

The following warranty is made in lieu of all other warranties, either expressed or implied. This product is manufactured of selected raw materials by skilled technicians. Neither the seller nor manufacturer has any knowledge or control concerning the purchaser's use of this product and no warranty is made as to the results of any use unless specified our outlined above. Neither seller nor manufacturer assumes any liability for injury, loss or damage resulting from use of this product.