



Contract and Warranty

All prices are subject to H.S.T.

NOTE: The customer is responsible for the removal of all obstructions (i.e. workbenches, shelving, vehicles, lawn machinery etc.) prior to the installation start date agreed upon between the customer and Encore Poly-Floor.

ENCORE POLY-FLOOR IS A FULLY INSURED PROPRIETORSHIP. ALL WORK, AS DESCRIBED ABOVE, WILL BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ALL FLOORING PROJECTS INCLUDE A 5 YEAR, LIMITED WARRANTY, SUBJECT TO THE CONDITIONS AND LIMITATIONS DESCRIBED HEREIN.

*5 Year Limited Garage Floor Coating Warranty

*2 Year Limited Exterior Surface Concrete Coating Warranty

From the time of job completion, and final payment has been received from the Customer, Encore Poly-Floor provides a 5-year limited warranty for all residential "Encore Poly-Floor" garage floor

coatings installed, and 2-year limited warranty for coatings on exterior concrete surfaces (porches/walkways etc.). This Floor Coating Warranty guarantees that the floor coating will remain in place under reasonable wear and tear, not succumb (peel, fade, discolour or delaminate) to hot tire pick-up or staining from spills of oil, fluids, gasoline, and diesel fuels, providing that these have been PROMPTLY REMOVED.

This warranty is non-transferable.

The following items are excluded from the Floor Coating Warranty:

1. Peeling or delamination caused by moisture underneath the slab on which the floor coating was installed - the Contractor will test for such moisture and suppress it where needed but cannot guarantee that such moisture will not cause peeling or delamination.
2. Damage from battery acid - the highly concentrated sulfuric acid is very caustic and can damage the floor.

3. Concrete cracks - while Encore Poly-Floor will repair concrete cracks that exist prior to floor coating installation, Encore Poly-Floor cannot guarantee that cracks will not reappear or occur due to the concrete slab shifting or moving after installation.
4. Abuse or Neglect of Floor Coating—Contractor does not warrant damage to the floor coating caused by abuse or neglect of the floor coating (i.e. dragging of heavy and/or sharp objects across floor or vandalism).
5. Damage caused by flooding, weather/exposure and fire.
6. Areas where an insufficient bond due to foreign materials in the substrate, including the permeation of any foreign matter from below or within the substrate, before or after the Encore Poly-Floor coating is applied such as oil, silicon, moisture vapour, efflorescence, water, dissolved salts and calcium or lime deposits, or the erosion and breakdown of the existing concrete substrate.

Encore Poly-Floor will not be liable for any defects of products installed but not supplied by Encore Poly-Floor.

If the Customer has a claim covered under this Floor Coating Warranty, Encore Poly-Floor will spot repair, at no additional cost to the Customer, any areas of delamination in the floor not caused by the Excluded Items noted above.

General Terms

The customer shall permit Encore Poly-Floor and its employees onto the property, and provide access to electricity without charge for the purpose of installation. Title of all merchandise shall remain with Encore Poly-Floor until the order is paid in full. Encore Poly-Floor's sole obligation to the Customer, and Customer's sole and exclusive remedy with respect to the Limited Warranties, is to provide labour and materials necessary to repair any defect as set forth in the Limited Warranties. Contractor's liability, whether in contract, warranty, tort, negligence, strict liability, or otherwise, including, but not limited to, any liability for personal injury from a slip and fall, shall under no circumstances exceed the actual amount paid by Customer, nor shall Encore Poly-Floor be liable for any consequential, incidental, special, or punitive damages. The Limited Warranties may not be transferred or sold. The Limited Warranties are void if Encore Poly-Floor does not receive payment in full from the Customer.

**A 50% DEPOSIT IS REQUIRED AT THE TIME OF ACCEPTING THIS ESTIMATE.
THE BALANCE WILL BE DUE UPON COMPLETION/INVOICING.**

Agreement to this document, and the commission to proceed with the work, acknowledges that the Customer has read, understands and accepts the terms of sale, and the 5-year Limited Warranty.

