



Concrete Flex Limited Warranty

(10 year limited warranty for defects in materials and workmanship)

Limited Warranty-

Sustainable Materials (herein referred to as the manufacturer) warrants that the Concrete Flex sold under this Warranty is, at the time of sale, free of defects in material and manufacture, and that it adheres to Sustainable Materials strict specifications.

Concrete Flex must not be exposed to variations in heat, humidity, moisture or dryness, including water saturation, or any other sources of relative moisture, or changes in ambient moisture or humidity. No Warranty coverage is provided for impact damage, normal wear and tear, dimples, gouges, scratches or surface damage caused by failure to protect and maintain material properly. Any damage caused to Concrete Flex during shipping is the responsibility of the shipping company and is not covered under this Warranty.

This warranty does not cover damage or defects (herein referred to as “**exclusions**”) resulting from, or in any way caused by:

- Improper storage, handling, and installation of Concrete Flex (includes improper installation of substructure/subsurface material and its' preparation).
- Misuse, negligence, lack of maintenance, application of solvents (including corrosives or other chemicals), presence of abrasives (such as sand, pebbles, rocks etc.), color changes, fading, or damage caused by the sun, excessive point loads where proper protection is not used.
- Stains and finishes.
- Moisture problems at site.
- Movement or settling of the structure or substructure material to which the panel is attached.
- Natural catastrophic events or events beyond the control of the manufacturer.
- Installation of panels with visual defects. If unacceptable panels are found, prior to or during the installation, they are NOT to be installed, and should be set aside. All panels must be reviewed with regards to quality prior to the installation – installation of panels with visually unacceptable defects is not a warrantable claim.
- **Please note: ineffective adhesion is not a product defect, nor a warrantable claim, and it is always recommended to test the adhesion of a product prior to its use**

If a problem arises with Concrete Flex, the owner of the product must notify Sustainable Materials within 10 days of the discovery of any non-conformity through written notice. The written notice must describe the situation thoroughly, including the location, installation date, and installers' name and contact information. The owner must give Sustainable Materials a reasonable amount of time to inspect the panel prior to any subsequent repair efforts. Sustainable Materials, using their discretion, will replace the non-conforming product at their cost, or refund the purchase price to the owner. Sustainable Materials warranty only covers material, and not the labor to install or remove material.

These remedies shall be the exclusive and sole remedies for any breach of warranty.

This requirement (found in this paragraph) is a condition of the “1 Year Limited Warranty”. If these requirements are not met, Sustainable Materials will have no obligation to remedy any non-conformity. Sustainable Materials further reserves the right to inspect any material under claim prior to authorizing its' replacement of product.



Warranty Disclaimer

The above warranty is the exclusive and sole express warranty given by Sustainable Materials for its' Concrete Flex. It supersedes any prior, contrary or additional representations, whether oral or written. Any implied warranties, including Warranty of Merchantability, or any Warranty of Fitness of a Particular Purpose, are limited in duration to the warranty period for Sustainable Materials express warranty, above. (Not applicable in all states)

Exclusion of Incidental and Consequential Damages

In no event shall Sustainable Materials be liable for any incidental, special, indirect or consequential damages, whether resulting from delayed or non-delivery or from the use, misuse, or inability to use the product or from defects in the product or from Sustainable Materials own negligence. (Not applicable in all states)

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