

UNITY – WARRANTY on WC44

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UNITY HEREBY WARRANTIES that all of The Product supplied to the Buyer has been manufactured in accordance with industry standards and, when correctly applied according to the application directions contained in the product data sheet(s), will provide a durable, functional, wear-resistant surface. Since conditions of use are beyond our control, we do not warranty any labor associated with the installation of The Product; furthermore, we do not warranty the appropriate suitability of The Product for this particular application. The Buyer acknowledges that by accepting this warranty, they have understood and accepted in full Unity's Conditions of Sale.

THIS WARRANTY shall not apply where:

- (a) Deterioration of the coating is due to any cause other than failure of The Product.
- (b) The Buyer has failed to pay for The Product in accordance with the Conditions of Sale.
- (c) The Buyer has failed to notify Unity by certified mail within 30 days of the date the Product first appeared defective or when such defect should have been discovered.
- (d) The Product is proven defective by any act, omission, negligence or default by or of the Buyer or on the part of any agent, including but without prejudice any failure to comply with the Conditions of Sale.
- (i) Subject to the above, should The Product not comply with the terms of this Warranty, Unity will, at its discretion, either reimburse the Buyer for the original cost of The Product purchased (prorated against the remaining life of the warranty), or replace The Product in sufficient quantity to treat the failed area.
- (ii) Unity's liability shall be restricted to the smaller of such reimbursement or replacement as described in Section (i).
- (iii) This Warranty shall extend for a period of Three (3) years from the date of the invoice.
- (iv) It is accepted by the Buyer as a condition of this Warranty that, where The Product is to be delivered in installments, should any installment of The Product prove defective within the conditions of this Warranty, the Buyer shall still be bound to accept the remaining installments.
- (v) Unity shall not be liable for any costs, claims, damages, or expenses arising out of any tortious act or omission or breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, productions or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

WARRANTY ISSUED TO _____

PROJECT LOCATION _____

AREA (SQUARE FEET) _____ SUBSTRATE _____

UNITY GOODS USED _____ WC 44 _____

COMPLETION DATE _____

CONTRACTOR _____

APPROVED _____ TITLE _____ DATE _____