

CONCRETE POLISH NON-PRORATED LIMITED GOLD FLOOR WARRANTY

Job Number: 2600111589
Purchaser: OCEAN RITZ CONDOMINIUMS
Building: OCEAN RITZ CONDOMINIUMS
Location: 10611 FRONT BEACH RD
PANAMA CITY BEACH,FL,32407-6510

Section Name: MAIN RAMP,POOL WALKWAY/ENTRANC
SQFT: 20102
Warranty date: 05/28/2020
Warranty length: 05 Yrs
ER #: 10226439
Avg Gloss Reading: N/A

I. WHAT THIS WARRANTY COVERS:

(a) CentiMark Corporation (CentiMark) warrants to the Purchaser ONLY that the concrete floor where the Concrete Polishing System (Services) was installed by CentiMark will remain dust proof for the period of time noted above from the Warranty Date. The warranty will not cover structural failure/faults, concrete failure, or damage due to negligence. If CentiMark determines that the problem with the flooring system was caused by defects in the materials or workmanship supplied by CentiMark, Purchaser's remedies and CentiMark's liability shall be limited to CentiMark's repair of the flooring system or replacement of the material. The value of CentiMark's services performed under this Warranty shall not exceed the original cost of the Services to the Purchaser.
(b) Purchaser shall notify CentiMark of the need for service within forty-eight (48) hours after its discovery and shall confirm this notice in writing within seven (7) calendar days thereafter. In response to this notice, CentiMark will arrange to inspect the flooring system and,
(i) if the problem in the floor system is the responsibility of CentiMark under this Warranty, CentiMark will take prompt, appropriate action to repair the floor system or replace the materials; or
(ii) if the problem is not the responsibility of CentiMark under this Warranty, CentiMark may, at the Purchaser's request, advise the Purchaser within a reasonable time of the minimum repairs that CentiMark believes are required to correct the floor system. If the Purchaser, at its expense, promptly has such repairs made to the floor system by or with the approval of CentiMark, this Warranty will remain in effect for the unexpired portion of its term. Failure to make these repairs in a timely and reasonable fashion will void any further obligation of CentiMark under this Warranty as to the damaged portion of the flooring system.

II. WHAT THIS WARRANTY DOES NOT COVER:

This Warranty is not a maintenance agreement or insurance policy; therefore routine inspections and maintenance are the Purchaser's responsibility. The Warranty does not obligate CentiMark to repair the floor system, or any part of the floor system, in the event of:
(a) Damage to the floor system caused by structural movement.
(b) Damage to the floor system caused by burning of the surface (torches, welding, molten metals, etc.).
(c) Damage to the floor system caused by cracking and chipping due to negligence or scraping of the floor system.
(d) Damage to the floor system caused by chemicals.
(e) Damage to the floor system caused by premature wear due to abnormal foot traffic and/ or improper and/or faulty maintenance or cleaning of the floor system.
(f) Damage to the floor system caused by its application over concrete which was improperly installed or previously saturated with oil, petroleum products, animal fat or related substances.
(g) Damage to the floor system due to hydrostatic pressure, moisture related problems or alkalinity and/or surface sweating floor syndrome ("SSF") or any other water transmission.
(h) Discoloration, changes in the visual appearance or other aesthetics.

III. OBLIGATIONS OF THE PURCHASER UNDER THIS WARRANTY:

It is the obligation of the Purchaser to fulfill its duties and attend to its responsibilities both as stated elsewhere in this Warranty and as follows. The failure of Purchaser to perform any of its obligations under this Warranty shall terminate any liability of CentiMark for any warranty obligations of any nature whatsoever.
(a) Purchaser shall pay all invoices issued by CentiMark for installation, materials and services, in full and when due, and shall not offset any claims that the Purchaser may allege against CentiMark against any amounts due on CentiMark's invoices. If Purchaser fails to pay all outstanding invoices in full and when due, and/or claims any offset against any invoices, then Purchaser shall not be entitled to any warranty protection or services.
(b) Purchaser shall properly care for and maintain the floor system in accordance with the recommendations on the reverse side hereto. Use of floor scrubbers with carbide or steel brushes may damage and dull the floor.

(c) Purchaser shall provide CentiMark access to the building during business hours to make inspections. CentiMark reserves the right to make periodic inspections of your floor system; any of CentiMark's recommendations and/or observations concerning the floor system must be acted upon within a reasonable time not to exceed thirty (30) days in order to insure the integrity of your floor system and the continued validity of your Warranty.

(d) Purchaser shall obtain prior written authorization from CentiMark to make alterations or repairs to or through the floor system installed by CentiMark, or to place upon or attach to the floor system objects such as but not limited to structures, fixtures, or utilities, etc.

(e) If Purchaser changes the use of the building and/or the facilities contained within the building in such a manner which is detrimental to and/or causes a deterioration of the floor system, then this Warranty is void.

IV. EXCLUSIVITY OF WARRANTY AND LIMITATION OF REMEDIES

(a) CENTIMARK EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTY. THIS EXPRESS LIMITED WARRANTY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF PURCHASER AGAINST CENTIMARK. THERE IS NO EXPRESS WARRANTY OTHER THAN THAT STATED IN THIS WARRANTY.

(b) This Warranty does not cover, and in no case shall CentiMark be liable for any special, incidental or consequential damages based on breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory. Such excluded damages include, but are not limited to, loss of profits, savings or revenue, cost of substitute equipment, facilities or services, business interruption, the claims of third parties including customers, the cost of repairing and/or replacing other property when the floor services do not perform as warranted, and any other incidental or consequential damages. Incidental and consequential damages shall not be recoverable even if the remedies or actions provided herein are determined to have failed of their essential purposes.

V. TIME LIMIT FOR BRINGING SUIT:

ANY ACTION BY PURCHASER TO ENFORCE ANY CLAIMS AGAINST CENTIMARK MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THAT A DEFECT IN MATERIALS OR WORKMANSHIP OR OTHER BREACH OR ANY OTHER CLAIM IS DISCOVERED OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

VI. MISCELLANEOUS:

(a) If at any time CentiMark does not enforce any of the terms, conditions or limitations stated in this Warranty, CentiMark shall not have waived the benefit of said term, condition or limitation and can enforce it at any time. This Warranty is extended only to the original Purchaser identified herein and is not transferable. It is not intended nor shall it be construed to create rights in any third party.

(b) This Warranty is issued at the Corporate offices of CentiMark Corporation in Canonsburg, Pennsylvania, and accordingly, is governed by Pennsylvania law. Jurisdiction and venue of any dispute arising under/or pursuant to the terms of this Warranty shall be vested in courts sitting in Washington County, Pennsylvania.

(c) This Warranty Agreement is understood to be the complete and exclusive warranty agreement between the Purchaser and CentiMark, superseding all prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this Warranty. Any additional or contradictory Warranty terms or conditions stated in Purchaser's purchase order/acceptance documentation or other written communication, shall not be valid or binding upon CentiMark under any circumstances, unless specifically adopted and approved by written response from CentiMark; the failure of CentiMark to respond shall be deemed a denial of any such additional terms or conditions. No representative of CentiMark has the authority to make any representations or promises about the Warranty or the performance of our services that differ from this written Warranty. Changes to this Warranty may only be made by a CentiMark Corporate Officer.

[Handwritten Signature]

Timothy M. Duniap - President and Chief Operating Officer (COO)



12 Grandview Circle, Canonsburg, PA 15317 / Toll-Free & 24/7 Emergency: 800-558-4100 / CentiMark.com
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## NON-PRORATED LIMITED FLOOR WARRANTY – MAINTENANCE PROGRAM

### PROTECTING YOUR INVESTMENT:

#### Dirt and Polished Floors

- Dirt on a polished floor acts as an abrasive, like sandpaper, and will dull the floors polished finish.
- To maintain a shine on a polished floor, clean floors whenever they are dirty
- Best way to remove dirt: dust mop, broom, sweeper, scrubber.
- Removing dirt from polished floors improves the floors non-slip characteristics.
- Walk off mats placed at entrances help keep outside dirt off the polished floors.
- Traffic on a dirty floor diminishes the shine of the floors.
- Minimum cleaning required under DiamondQuest Warranty per month is to be performed with DiamondQuest pads and cleaner.

#### Sweepers and Scrubbers

- Dust mop or broom dirt from floors prior to using floor scrubber.
- Sweeper must have soft bristle brushes. Scrubbers must have DiamondQuest pads.
- Set down pressure at minimal setting.
- The bristles should be kept clean and free of dirt build up.
- Dirty brushes or pads act as an abrasive scrubbing pad.
- Brushes should be flushed with clean water daily.
- Nylon bristle thickness of between 15 to 20 thousandths is recommended.
- Unapproved pads, too much pressure, infrequent cleaning and the wrong cleaning solution will dull the shine of polished floors.
- Do not allow scrubber pads to continue to rotate when scrubber is not moving. This will cause double “donut” shadows to be left on the polished concrete.
- Pads should be replaced when worn to 50% of original depth or ½ inch thickness.

#### Floor Squeegees

- Squeegees should be rotated so that you do not have excessive wear.
- Squeegee edges should be rotated so that a 90-degree edge is used to pick up the cleaning solution. Rounded edges and damaged squeegees leave a “dirt trail” on the floor.
- QuestMark LS Cleaner contains a “conditioner” that lubricates the squeegee and will enhance its cleaning ability.
- A squeegee made from the softest rubber available is recommended for polished concrete.

#### Cleaning Chemicals

- Use QuestMark LS Cleaner at recommended dilution ratio. Normally, one (1) to two (2) ounces per gallon of water are required to hold dirt in suspension enabling the scrubbers vacuum to remove it from the floor.
- If the cleaning solution is too strong, not properly diluted, it will chemically etch a polished concrete floor.
- Water-only solutions do not suspend dirt for ease of removal during the cleaning process. These water-only solutions allow some of the dirt to remain on the floor and the remaining dirt will abrade the polish finish.
- Use of “conditioners” in the cleaning process, such as those found in DiamondQuest LM Cleaner, will enhance the shine of a polished concrete floor.