



WARRANTY

GENERAL PRODUCT WARRANTY

Mer-Ko warrants its products to be free of defects in the material for a period of one (1) year from the date of original purchase of the material provided that the material is installed by an experienced, professional applicator and subject to all terms and conditions set forth below.

If the Mer-Ko material fails due to defects within the warranty period, Mer-Ko, at its sole discretion, will either provide replacement for the defective material or reimburse the original purchaser in an amount not to exceed the original cost of the material. Westcoat shall in no way be responsible or liable for any labor costs or any incidental or consequential damages, including without limitation, economic losses, lost profits, business interruption, loss of use, contribution, indemnity or other losses arising from the use of the material.

This warranty does not apply to and Mer-Ko has no responsibility or liability for: (1) moisture rising from the substrate and/or efflorescence; (2) cracks due to movement of substrate; (3) waterproofing of any sort (4) maintenance, (5) loss of gloss, fading, and cleaning; (6) normal wear & tear; (7) negative effects caused by use of competing brands material.

This warranty is void if the material is: not installed pursuant to the current product information sheet; and/or applied at any area that is not built in accordance with applicable building codes. The warranty is also void if all of the materials are not purchased from an authorized distributor of Mer-Ko.

THIS MATERIAL WARRANTY AND THE REMEDIES PROVIDED HEREUNDER ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY). THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THAT SPECIFICALLY DESCRIBED HEREIN. PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE MANUFACTURERS OF MER-KO, INCLUDING CLAIMS BASED UPON THE MANUFACTURER'S NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF ANY DEFECTIVE MATERIAL OR A PAYMENT BY THE MANUFACTURER IN AN AMOUNT EQUAL TO THE COST OF THE ORIGINAL MATERIAL.

Any and all disputes, claims or damages arising out of the use of these materials or this Warranty shall be arbitrated in the County of San Diego, State of California, utilizing the services of a neutral dispute resolution service upon which the purchaser and the manufacturer agree, or if they cannot agree, utilizing the services of the American Arbitration Association. The purchaser and the manufacturer hereby waive any right they may have to have a jury decide any dispute.

All claims arising from any defect in the material or under this Warranty shall be presented to the manufacturer within ninety (90) days of the discovery of the alleged defect. Upon notification, Mer-Ko shall have the right to inspect and determine course of repair. The absence of a written claim within this time period shall constitute a waiver of all claims, rights and damages against the manufacturer.

