



### ***Exterior Concrete Limited Warranty***

1. ***Limited Warranty:*** For 2 years, commencing from the closing of your home, there will be no “Major Cracking,” “Major Scaling and Spalling” or “Major Pop-out” due to defective materials or workmanship. For this warranty to be effective, all concrete must be 6 bag mix 4000psi, Air Entrained.
2. ***Definitions:*** “Other exterior concrete” includes patios, sidewalks, and other exterior flat work. “Major Cracking” means cracks wider than ¼ inch that: \*in total length, are more than 30% of the length of all of the joints in your driveway or other exterior concrete; or \* in any parcel, the total length is more than 30% of the perimeter length of the panel. “Major Scaling and Spalling” means any substantial surface disintegration that occurs at the surface of the driveway or other exterior concrete that covers more than: \*10% of the surface area of your driveway or other exterior concrete; or \*25% of any panel of your driveway or other exterior concrete. “Major Pop out” means more that 50 conical breakouts per 100 square feet in the concrete surface from fractured pieces of aggregate.
3. ***Exclusions:*** This limited warranty does not apply to damage resulting from \*abuse of your driveway or other exterior concrete \*not any purpose other than residential purposes \*fire, flood, earthquake, defective subsurface or other act of God \* altering areas near your driveway or other exterior concrete so that drainage or water runoff undermines your driveway or other exterior concrete \* the growth of trees (including roots) or plants near your driveway or other exterior concrete \* Scaling , spalling or pop outs other than major scaling, spalling or pop outs \*Contact between your driveway or other exterior concrete and vehicles, foreign objects, animals or persons (other than contractor) during the 3 day period after your driveway or other exterior concrete is installed \*Cracks other than major cracks \*discoloration or stains \* any settlement or shifting from installation or repair of utility trenches near your driveway or any other exterior concrete at the point where it meets a garage or car port slab. Also, uniformity in the color of a driveway or other exterior concrete may vary within the same pour or when repaired or replaced. This warranty will not guarantee uniformity in color.
4. ***Remedy:***
  - A. If you think that your driveway or other exterior concrete has Major Cracking, Major Scaling and Spalling, or Major Pop outs due to defective materials or workmanship, you must notify your Contractor in writing. IF YOU DO NOT NOTIFY THEM WITHIN 90 DAYS AFTER YOU DISCOVER MAJOR CRACKING, MAJOR SCALING AND SPALLING, OR MAJOR POPOUTS, YOUR LIMITED WARRANTY RELATING TO THAT CONCERN IS VOID. TELEPHONING WILL NOT PRESERVE YOUR RIGHTS.

**B. Inspection:** Once your Contractor receives notification, your driveway or other exterior concrete will be inspected by your Contractor or representative within 30 days to determine if Major Cracking, Major Scaling and Spalling, or Major Pop out has occurred due to defective materials or workmanship.

**C. Repair or Replacement:** If Major Cracking, Major Scaling or Spalling or Major Pop out, which is the subject of the notice, occurred within 2 years of the completion date due to defective materials or workmanship, the Major Cracking, Major Scaling or Spalling or Major Pop outs will either be repaired or the damaged part of your driveway or the exterior concrete will be replaced. This will be carried out at no charge to the homeowner. Your Contractor will have the right to choose between repair or replacement.

5. ***Disagreement***: If you and Contractor cannot agree on any item pertaining to the execution of this Limited Warranty, you and the Contractor agree to abide by the following dispute resolution procedure: Any party shall submit their disagreement to the Better Business Bureau of N.E. Indiana for binding arbitration. An Arbitration Panel will be comprised of three (3) persons. These three (3) persons will be selected by the Better Business Bureaus' standard guidelines for an Arbitration Panel. The Arbitration Panel will hear the disagreement and render a decision. All parties agree to abide by the decision of the Arbitration Panel and will consider the decision as final
6. ***Time Limitation***: All disagreements must be filed with the Better Business Bureau within 6 months of the mailing of the notification form to the Contractor in accordance with the paragraph 4A above.
7. ***Limitation of Liability; Disclaimer***. In no event will the Arbitration Panel be liable to you for anything that you or the Contractor may or may not have done. It is understood and agreed that the Contractor's liability whether in contract or tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by purchaser, or at the option of the Contractor for repair or replacement, and under no circumstances shall the Contractor be liable for special, punitive, exemplary, indirect, or consequential damages.
8. ***No Other Warranties***: There are no other warranties, expressed or implied concerning your driveway or other exterior concrete.
9. ***Transfer***: You may assign this Agreement one time to any purchaser that buys the property on which your driveway or other exterior concrete is located. However, the purchaser that buys the property on which your driveway or other exterior concrete is located will assume this Agreement subject to your prior actions or inactions, and will have no greater rights that you would have had under the Agreement had you not sold the property on which your driveway or other exterior concrete is located. This warranty is not assignable to any third or subsequent purchaser or any other party.