

**Building Name and Address:**

**Contractor:**

**Facility Owner:**

**Original Date of HiPERFLOOR™ application:**

## **Limited Warranty – HiPERFLOOR**

Husqvarna Construction Products Australia warrants to the facility owner that, provided the conditions in this Limited Warranty are met, the HiPERFLOOR treated floor will NOT start to [“dust off” or “walk off”, (as currently defined by the National Ready Mixed Concrete Association, “dust off” and “walk off” mean “the formation of loose powder resulting from disintegration of the hardened concrete surface”) *Husqvarna to replace with reference to Australian equivalent*] under normal use for a period of ten (10) years commencing the date on which the Husqvarna HiPERFLOOR system is applied.

In the event of “dust off” or “walk off” of a HiPERFLOOR treated floor within the warranty period, Husqvarna shall supply and ship to the location of the HiPERFLOOR treated floor the necessary chemicals and diamond tools for the restoration of the HiPERFLOOR treated floor to the condition of the floor immediately after first application of the HiPERFLOOR system.

For this warranty to be valid the HiPERFLOOR system must be applied by a trained and certified HiPERFLOOR installer [(see <http://www.husqvarna.com/au/construction/innovations/polished-concrete-floors-husqvarna-hiperfloor/> At Download our Certified Contractor List *Husqvarna to replace with reference to Australian equivalent*), following all HiPERFLOOR instructions and specifications. HiPERFLOOR products<sup>1</sup> must be used exclusively in the application and maintenance of the HiPERFLOOR treated floor, and floors must be maintained according to instructions provided at the time of application.

**Documentation Required.** A warranty request must be accompanied by a maintenance log, showing evidence of maintenance performed regularly on the HiPERFLOOR treated floor according to instructions and using exclusively HiPERFLOOR products.

**Limitations of Warranty.** This warranty will be invalid if the HiPERFLOOR system is applied to dyed concrete surfaces, concrete surfaces to which exotic aggregates have been added, or other hybrid concrete surfaces. It shall also be invalid if the HiPERFLOOR treated floor is subjected to extreme conditions, including, but not limited to, fire, flood, earthquake, tornado or other natural disaster, or acts of terrorism or war, or other extreme abuse or misuse.

This is the exclusive remedy under this warranty and Husqvarna is not responsible for labor, travel and time related costs associated with restoration of the HiPERFLOOR treated floor. This warranty is given ONLY by Husqvarna, and may be modified only by Husqvarna. This limited warranty is the final expression of our agreement, and is a complete and exclusive statement of the terms of that agreement. HUSQVARNA MAKES NO REPRESENTATIONS AND NO OTHER WARRANTIES ON THE PERFORMANCE OF THE HiPERFLOOR SYSTEM, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH THE FACILITY OWNER EXCEPT TO THE EXTENT SUCH REPRESENTATIONS OR WARRANTIES ARE IMPLIED OR IMPOSED BY LAW AND CANNOT BE EXCLUDED. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR PROHIBITED BY LAW, HUSQVARNA SPECIFICALLY DISCLAIMS ANY IMPLIED OR IMPOSED WARRANTY OR CONDITION OR STATUTORY CONSUMER GUARANTEE OF ACCEPTABLE QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

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<sup>1</sup> Husqvarna Equipment: PG 820, PG 680 and future Husqvarna-manufactured equipment that are approved for use with the HiPERFLOOR system; Husqvarna Chemicals: GM 3000™, Hiperhard™, Hiperguard™; Husqvarna tools: RediLock™ diamond tools, P1200 and CP1200 diamond tools

THE ABOVE REMEDIES ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF THIS LIMITED WARRANTY. NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED

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