

LIMITED WARRANTY ON 2-YEAR WARRANTY PRODUCTS

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE OBTAINED BY CALLING OUR CUSTOMER SERVICE BARRICADE™ CONCRETE REPAIR: 1-855-872-3996 (THE “HELP LINE”). WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

AGT Products Inc., Inc. located at 2311 Royal Windsor Drive, Mississauga, ON, Canada L5J 1K5 (“AGT,” “we,” “us,” “our”) extend this limited warranty only to the consumer who originally purchased the product (“you,” “your”). It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of 2 year warranty products for the products listed below whether sold separately or as part of a kit (the “product”) for the Warranty Period as defined below.

- **BARRICADE™ Concrete Repair Crack Prep Surface Paste**
- **BARRICADE™ Concrete Repair Crack Injection Expanding Foam**
- **BARRICADE™ Concrete Repair Anchoring Epoxy**
- **BARRICADE™ Concrete Repair Adhesive Epoxy**

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper application, installation or use of the product by you or any other person (including due to a failure to meet building code or governmental requirements, or industry standards or requirements); (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control; (i) failure or defect of any third-party part or product used together with the product covered by this warranty, whether or not that other product is covered by a separate warranty; or (j) failure or defect of any other AGT part or product (including, but not limited to, glues and adhesives) if the failure or defect is not covered by, or is excluded from, a separate AGT warranty, or occurs after the expiration of that warranty coverage period.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for two (2) years (the “Warranty Period”). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge or (b) refund the purchase price of such product. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

HOW DO YOU OBTAIN WARRANTY SERVICE?

Before you obtain warranty service, you must call the help line or email our Customer Service Department at help@barricadesubfloor.com during the Warranty Period and within thirty (30) days after discovery of a defect. We reserve the right to inspect the product before any replacement, repair, or refund is made and to have independent engineers evaluate the installation and/or use of the product. If our inspection confirms that a defect in materials and workmanship exists in the product, we will, at our sole discretion, provide a repair, replacement or refund as described above.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GOVERNING LAW

This limited warranty and all matters arising out of or relating to the making or performance of this limited warranty, whether sounding in contract, tort, or statute are governed by, and construed in accordance with and enforced under the laws of the State of New York, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

SUBMISSION TO JURISDICTION AND CLASS ACTION WAIVER

Any legal suit, action, or proceeding arising out of or based upon this limited warranty (each, a "Claim") shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the City of Buffalo and County of Erie, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. You irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. **YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. YOU AGREE TO BRING ANY CLAIM ON AN INDIVIDUAL BASIS. IN ANY DISPUTE, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**