



Warranty Overview

As of January 1, 2019

All Power Line Industries Inc. products are warranted against manufacturing defects for 90 days from date of original purchase. If the product is found to be defective under this warranty, the exclusive remedy shall be replacement of the defective product F.O.B. factory. Such product replacement shall constitute the sole and exclusive remedy for any claim under this warranty.

- For any claim covered by this warranty original purchaser must supply proof of purchase (the original sales receipt), an explanation of the manufacturing defect and the product must be made available for inspection by Power Line Industries Inc. prior to product replacement. Failure to produce product and documentation renders warranty null and void in its entirety. No claim will be honored unless Power Line Industries Inc. is given an opportunity to inspect the allegedly defective product.
- Power Line Industries Inc. will not be responsible for lost profits, revenues, damages or time resulting from the purchase, installation and/or use of the products.
- Power Line Industries Inc.'s entire liability shall be limited exclusively to product replacement, NO LABOR. Installation materials, substrate replacement and costs associated with labor for the application, removal and/or re-application of any product are also excluded from this warranty. Power Line Industries Inc. will replace with equivalent or comparable product, at no charge F.O.B. Factory.
- Warranty is non-transferable, meaning the warranty cannot be assigned to another party. For example, if the dwelling or property that is sealed with this product is sold, leased or rented to another party, then the warranty is no longer valid.

Lifetime Limited Warranty:

Power Line Industries Inc. warrants that products used in accordance with the label instructions, will not, when applied to properly prepared surfaces 1. delaminate from properly prepared surfaces, 2. peel, chip or flake from properly prepared surfaces 3. fade or deteriorate from UV light exposure from properly prepared surfaces. This warranty shall be effective from date of purchase. This warranty is non-transferrable. If this product fails to perform as explained above when used according to label

instructions within the warranty period, Power Line Industries Inc. will, upon presentation of proof of purchase (original sales receipt) and inspection, provide an equivalent or comparable product at no charge F.O.B. factory. Such product replacement shall constitute the sole and exclusive remedy for any claim under this warranty. Since we have no control over surface preparation or application, THIS WARRANTY DOES NOT INCLUDE THE COST OF: LABOR, INSTALLATION MATERIALS FOR APPLICATION, APPLICATION REMOVAL OR REAPPLICATION OF SEALER OR SUBSTRATE REPLACEMENT.

- This Warranty shall not apply to any defect or damage resulting from improper surface preparation, structural defects, failure of a previous sealer/coating or improper application of the product as described in the directions on the label of this container.
- For any claim covered by this warranty original purchaser must supply proof of purchase (the original sales receipt). Original purchaser must also provide documentation including but not limited to: the substrate moisture content at time of application, devices utilized to test moisture content, time stamped photo depicting moisture content and devices utilized prior to application. Failure to produce documentation renders warranty null and void in its entirety. No claim will be honored unless Power Line Industries Inc. is given an opportunity to inspect the product and application photos. Failure to produce product and application photos for inspection renders the warranty null and void in its entirety.
- Power Line Industries Inc. will not be responsible for lost profits, revenues, damages or time resulting from the use or application of this product. Nor will we be responsible for damages to the application underlying our products.
- Power Line Industries Inc.'s entire liability shall be limited exclusively to providing replacement sealer to repair the delamination. Warranty only covers product replacement, NO LABOR CHARGES ARE INCLUDED. Installation materials, substrate replacement and costs associated with labor for the application, removal and/or re-application of any product are also excluded from this warranty. Power Line Industries Inc. will replace with equivalent or comparable product, at no charge F.O.B. Factory.
- Warranty is non-transferable.

This warranty does not cover:

- Mold, mildew, and organic growth damage
- Water absorption, water damage, water infiltration and water intrusion
- Chloride and salt related damage including but not limited to spalling, pitting and cracking
- Staining from oils, greases, and other automobile fluids
- Staining from organic materials including but not limited to dirt, leaves, fruit, berries, nuts
- Aesthetic issues with the finished products
- Improper installation
- Ordinary wear and tear
- Cracks that develop after the application that are a result of the substrate and/or substrate movement or damage caused by building shifts
- Any item which might be expected to damage the product including but not limited to: abuse, negligence, falling objects, fire, hurricane, earthquake, tornado or other natural disaster, exposure to extreme heat or accident.
- Damage caused by heavy use and/or traffic, abusive conditions or accidents, including, but not limited to, scratching and scuffing.
- Any color or shade variations, different markings, holes, pits, inclusions, veining, density and any element inherent to the natural substrate,
- Misuse of product or workmanship not in accordance with manufacturer's instructions and applicable industry standards and building codes.
- Cost of labor for application, removal or reapplication of sealer, installation materials, substrate replacement
- Improper maintenance of the finished installation that results in aesthetic and/or performance problems
- Substrate/structural failure resulting in the delamination of the Power Line Industries Inc. product(s)

Power Line Industries Inc. warrants our products are manufactured to strict quality assurance specifications and that the information supplied by us is accurate to the best of our knowledge. Such information supplied about our products is not a representation or a warranty. It is supplied on the condition that you shall make your own tests to determine the suitability of our product for your particular purpose. Any use or application other than recommended herein is the sole responsibility of the user. Listed physical properties are typical and should not be construed as



specifications. No warranty is made, expressed or implied, regarding such other information, the data on which it is based or the results you will obtain from its use. We shall have no liability for incidental or consequential damages, direct or indirect.

Acceptance of delivery of our product means that you have accepted the terms of this warranty whether or not purchase orders or other documents state terms that vary from this warranty. No representative is authorized to make any representation or warranty or assume any other liability on our behalf with any sales of our products. Our products contain chemicals that may cause serious physical injury. Before using, read the Safety Data Sheet and follow the precautions to prevent bodily harm.

Any and all disputes or claims arising out of the use of this product, or relating to the provisions of this warranty, must be arbitrated utilizing services of a neutral dispute resolution service upon which the buyer and Power Line Industries Inc. agree, or if they cannot agree, utilizing the services of American Arbitration Association.

These Warranties 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 the described herein. The owner's sole exclusive remedy against Power Line including claims based upon its negligence or strict liability, shall be limited solely to the costs of sufficient replacement materials, no labor, installation materials or substrates.

Power Line Industries, Inc. shall have no liability for any damage to other components or contents of the application, not for any consequential or incidental damages including, but not limited to, lost profits, sales or revenues, loss of use of application, cost of capital, cost of a substitute building, facilities or services, downtime cost or claims of tenants of the building for such damages or personal injury.

This warranty is made and entered into the State of Utah and shall in all respects be interpreted, enforced and governed under the laws of said state.

This warranty may not be modified or extended by representatives of Power Line Industries Inc., its agents, or distributors.



Owner shall notify Power Line Industries, Inc., in writing, within 15 days of the discovery of the alleged defect or claim. Mail written claim along with proof of purchase to the following address: Power Line Industries Inc., 14773 Heritage Crest Way, Rverton, UT 84065 Attn: Customer Service

What are the Limited Warranty Terms and Period of Coverage?

This is a Limited Lifetime Warranty and is conditional upon the original purchaser of the product having paid in full all sums due to contractor under the signed contractor agreement or approved Invoice, including any and all extras, upon completion of the product installation. Unless otherwise agreed by both parties in writing, the terms of this limited lifetime warranty shall be as follows: Manufacturer shall warranty the TRS sealing products as long as you legally own and reside at the property address at which the product was installed. The care and maintenance of your concrete surface is your responsibility and the conditions under this provision are required to insure the validity of this warranty. Please be advised that failure to follow the care and maintenance process may result in voiding the warranty of Ultra ThermoReactive Sealer. Remember, we only warranty the product's performance if properly maintained. Product failure due to negligence of proper care and poor maintenance is not covered by this warranty. The warranty is non-transferable and is only valid if all of the terms and conditions listed on the original contractor agreement or Invoice have been satisfied. **This warranty is limited to repairing only those areas which have failed directly due to a product related failure.**

What Does This Warranty Cover?

The warranty pertains only to our Ultra ThermoReactive Sealer product line and is limited to repairing or replacing only those areas which have failed due directly to product related conditions. If a material related failure occurs, installation contractor will supply the appropriate material to correct the condition for as long as you own and reside at the property location. **This does not cover labor charges.** For commercial customers, the warranty shall be valid for as long as the owner of record maintains ownership of the property(s) where our Ultra ThermoReactive Sealer products were installed.

What Makes This Warranty Limited?

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY US FOR THE PRODUCT PURCHASED. THIS WARRANTY IS GIVEN IN LIEU OF, AND



SUPERSEDES AND REPLACES, ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND/OR AGREEMENTS, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES IMPLIED BY LAW, SUCH AS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF ANY PRODUCT RELATED DEFECT IN, OR FAILURE OF, THE PRODUCT, OR IN THE EVENT THE PRODUCT FAILS TO PERFORM, OUR SOLE AND EXCLUSIVE OBLIGATION IS TO PROVIDE REPLACEMENT PRODUCT, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS WARRANTY; PROVIDED, THAT IF THE SAME PRODUCT IS NOT AVAILABLE WE MAY REPLACE WITH A SIMILAR PRODUCT AT OUR SOLE DISCRETION. IN NO EVENT SHALL WE BE LIABLE OR RESPONSIBLE FOR ANY OTHER COSTS, ATTORNEY'S FEES, EXPENSES, LOSSES OR DAMAGES (REGARDLESS OF WHETHER THEY ARE DEEMED TO BE DIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL) THAT ARE IN ANY WAY RELATED TO THE PRODUCT OR ANY FAILURE OF THE PRODUCT TO PERFORM AS REPRESENTED OR EXPECTED AND WHETHER ARISING IN CONTRACT, WARRANTY, NEGLIGENCE, OR OTHERWISE. WE DO NOT ASSUME LIABILITY FOR ANY WARRANTY, LOSS OR DAMAGE OTHER THAN AS EXPRESSLY STATED IN THIS LIMITED WARRANTY. WE ARE NOT LIABLE FOR ANY LOSSES OR DAMAGES RELATED TO OR INVOLVING SUBSTRATE RELATED FAILURES HEREIN DESCRIBED.

Contractor will provide replacement Product and will charge a reasonable labor charge not to exceed the amount of the original invoice. For purposes of this warranty, the original invoice amount includes the price of the Product and installation labor paid at the time of the initial installation.

Our total liability, whether for breach of contract, warranty, negligence, violation of any statute, regulation or ordinance, or otherwise, is limited to the purchase price of the particular Product sold under this warranty as stated on the original contractor agreement and/or invoice.

We reserve the right to approve the warranty repair service provider who will perform the warranty claim service. All warranty claim payments will be made to the warranty repair service provider who has been authorized by us to perform the warranty service pursuant to the terms of this warranty.

Oral or written statements by any party other than in this warranty should not be relied upon by purchaser, and are not part of this warranty. NO OTHER PERSON



OR ENTITY, INCLUDING THE SALES REPRESENTATIVE, HAS ANY AUTHORITY OR POWER TO MODIFY OR EXTEND THIS WARRANTY.

THIS LIMITED WARRANTY CAN ONLY BE MODIFIED BY A WRITTEN AGREEMENT SIGNED BY THE PRESIDENT OF POWERLINE INDUSTRIES, INC.

How Do I Take Care of My Concrete Surface?

Cleaning your concrete should be done on a regular basis, just like any other home maintenance. The frequency will depend on how high the traffic area is to cars, foot traffic, and any chemicals the concrete is exposed to such as chlorine, salt water, stabilizer and the like. To help protect the surface of your concrete, we recommend resealing every 2-3 years (as outlined below) although customers in a more aggressive environment or people who have salt-water pools may choose to re-seal more frequently.

To determine if you need to re-seal your concrete product, perform a splash test: sprinkle water on the concrete surface, if the water is absorbed and makes the surface noticeably darker, the surface is not protected and may require additional sealing to restore its original beauty. If it does not absorb and beads on the concrete, the surface should be protected and may not require re-sealing. You should always consider having the surface evaluated if you are unsure of the sealers integrity.

General Re-Application Guidelines:

- 1. High Traffic Areas - 2 to 3 years
- 2. Medium Traffic Areas - 3 to 5 years
- 3. Light Traffic Areas - 5 to 15 years

Normal cleaning can be easily accomplished with a garden hose or a power washer. Use dish soap or a medium bristle broom to remove residue. Apply, scrub, and rinse thoroughly to remove all residue. Indoor surfaces that do not have slip-guard may be cleaned by mopping, use of carpet cleaning machine, steam cleaner, floor scrubber with light duty pad, a wet/dry vac, or other related cleaning equipment that will not damage the surface and adjoining wall. Exterior surfaces may be hosed or low pressure washed (maximum pressure 1500 psi). Just as you routinely wash and wax your vehicles and have your carpets cleaned on a regular basis, your decorative

concrete surface requires cleaning attention as well to maintain its' beauty and longevity.

Concrete surfaces (when sealed) are "stain resistant", not "stain proof". The sooner stains receive attention, the easier they are to remove. Stains can remain permanent if they are allowed to penetrate into the surface. Residue such as tree sap or road tar may be spot cleaned with either Goo Gone or Dissolves-It and then rinsing with water afterwards. Tire marks on driveways or garage floors can be removed with driveway cleaners or engine de-greases. Rinse well with water afterwards.

Sealed concrete is highly chemical resistant when sealed but not chemical damage proof. Care should be taken to rinse and/or neutralize any pool treatment chemicals which are in a concentrated form as soon as possible to deter surface damage and discoloration. Salt water from salt-water pools should be rinsed off of the surface from time to time in order to reduce the exposure time. Although, treated swimming pool water itself will not hurt a surface as long as it has been diluted properly. All cleaning solutions must be rinsed thoroughly from concrete. Special care must be taken to properly meter all concentrated cleaning solutions especially those that have an orange citrus base. Janitorial supply houses promote orange citrus cleaners as all natural, non-toxic, and environmentally safe, however they are a natural form of acid. After use of cleaning solutions (especially true of orange citrus) they must be thoroughly rinsed to remove the cleaning material residue. Failure to do so will result in discoloration and etching over time. If concentrated fertilizer contacts your concrete, we recommend it be rinsed away immediately. In general, if you take care of your concrete surface it will provide you with a lifetime of beauty and elegance.

What Happens if I Do Not Maintain my Concrete Surface?

The care and maintenance of your concrete surface is your responsibility and the conditions under this provision are required to insure the validity of this warranty. Failure to follow the care and maintenance process may result in voiding the warranty. Remember, we only warranty the products performance if maintained properly. Product failure due to negligence of proper care and poor maintenance is not covered by this warranty.



What Does This Warranty Not Cover?

Major issues, including but not limited to: texture, profile, integral coloring, antique coloring, and grout color must be addressed and corrected on the date of installation. Major issues not addressed on the date of installation are not covered by this warranty and are excluded from rework under this warranty. We do not warranty weather related product failures such as hail damage that may occur. We do not warranty sealer related failures as surface maintenance is out of our control and improper maintenance may negatively influence the performance of the sealer.

Though a properly maintained surface is resistant to various chemicals, salt and pool chemical damage to the decorative concrete surface is not covered by this warranty (Refer to maintenance procedures above). We, as an installation contractor, cannot assume any responsibility as to the existing site conditions in applying or installing our floors or flooring systems as it pertains to the condition of the foundation, soil, slab, stability, ground water, water vapor, moisture drive or the presence and condition of vapor barrier. Problems with any or all of the above may negatively influence the performance of any sealing application. If any of these problems are suspect, appropriate measures should be taken and if necessary, corrections should be made prior to any application. Should you be concerned with any structural or substrate stability issues, these issues should be addressed prior to us starting the job. Please note that at no time will unaffected or non-failing areas be repaired or replaced. Any verbal agreement from sales representative is not covered by this warranty unless the Item discussed or agreement details are listed on the contractor’s agreement and/or Invoice.

Our sealing concrete products are of the highest quality available on the market but are ultimately only as good as the surface that we are resurfacing.

Therefore, if the existing substrate has existing cracks prior to installation, or if the substrate cracks after the installation has been completed, that damage to the product or the bond line is a direct result of this instability and is not considered a product related failure. We as an installation contractor do not warranty our product against cracking, or any other progressive deterioration, which may occur to existing substrate and the product that has been installed over deteriorating areas. No other warranty, either expressed or implied by any representative, agent, or employee of PowerLine Industries, Inc. will be valid or honored by PowerLine Industries, Inc.. This warranty only covers contracted items. PowerLine Industries, Inc. reserves the right to change the terms of this warranty without notice. Items not listed in this warranty are not covered.

ULTRA **Thermo Reactive Sealer™**



CAUTION:

The use of TRS is not recommended for applications in areas that have a steep incline where foot traffic could be present.

TRS creates a semi-hydrophobic surface. This helps surfaces repel substances such as water and oil. The treated area slip coefficient can increase after treatment. Therefore, it is up to the property owner to determine if the area of application would create a hazardous "slip-fall" area.