

ONE YEAR REFINISHING LIMITED WARRANTY POLICY

Central Tub Refinishing, Inc. dba Central Pro Services ("Central Pro Services" or "CPS") warrants to the original buyer, that the refinished surface will be free from defects in workmanship and product including peeling, cracking, chipping and other forms of delamination or adhesion, under normal and proper use, care and maintenance, for a period of one (1) year from the original service date.

If during the applicable warranty period, a failure occurs in workmanship or product, and *CPS* agrees that a warranty exists, *CPS* will, at its own discretion, repair the refinished surface at no expense to the buyer. Since coatings are expected to wear over time, *CPS* cannot guarantee that the repair(s) performed under warranty will match the existing surfaces in color, sheen, or texture.

Verbal statements from the seller do not constitute warranties, shall not be relied upon by the Buyer, and are not part of this agreement. There are no warranties which extend beyond the description stated above. Repair of the failure, in the manner and for the period of time provided above, shall constitute the Buyer's sole and exclusive remedy with respect to the product. Warranty is for the original Buyer and/or Property Owner and is non-transferable.

WARRANTY LIMITATIONS

Central Pro Services reserves the right to void this warranty under the following conditions:

- The surface is touched, has items placed upon it or is exposed to water in the first 24 hours.
- Bath mats, shower caddies, soap dishes and other miscellaneous items with suction cups or self-stick adhesive are
 used.
- Damage and or staining resulting from faucet drips and leaks, or standing water.
- Damage resulting from the use of harsh, abrasive chemicals or liquid & powdered cleaners containing acid, bleach or chlorine. Including but not limited to damage resulting from the use of heavy or abrasive materials such as steel wool, sand paper, coarse scrubbing pads, etc.
- Damage such as chips, scratches and other surface imperfections caused by sharp items (scissors, knives, pet claws, etc.) or heavy items used in, dropped, or knocked against the surface.
- Damage resulting from foundation or substrate settling or shifting.
- Damage resulting from lack of periodic cleaning (to include soap deposits and soap scum).
- Damage resulting from any activity or use that is not normal or as an intended use of the item's surface as recommended by the original manufacturer.
- Damage resulting from the removal of shower doors or splash guards.
- Staining resulting from placing garments to dry on the surface or the use of hair dyes & oils.

WARRANTY EXCLUSIONS

Central Pro Services will not cover the following items under warranty:

- Repair work performed prior to refinishing, to correct rust & corrosion, cracks & holes, or other miscellaneous surface imperfections. These repairs will be made to the best of our ability, but will not be covered under warranty. We cannot guarantee against further corrosion or rust issues or be held accountable for additional cracking of a surface, which may result from the failure of fillers and other repair materials manufactured by our suppliers. Nor can we guarantee against further degeneration of a surface which may be a result of original installation or item quality, or be caused by environmental factors which may affect the appearance or performance of the refinished surface.
- Rust, corrosion, inferior water quality with high chlorine content, as well as mineral buildup are not covered under the limited warranty.
- Deterioration of the glossy finish or staining over time due to regular usage, cleaning practices or water conditions will be considered normal wear and tear and is not covered under warranty.
- Costs associated with the removal of particles, lint or hair, which may settle upon the re-glazed or refinished surface during the curing process, will not be covered under this warranty. If present, most of these particles will disappear over time and during the course of regular cleaning.

EXCEPT AS AGREED UPON IN WRITING, UNDER NO CIRCUMSTANCES SHALL CPS HAVE ANY LIABILITY, WHETHER DIRECTLY OR INDIRECTLY OR BY WAY OF INDEMNITY, FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO THE PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATIONS, WHETHER BASED ON BREACH OF CONTRACT, WARRANT, TORT, STRICT OR PRODUCTS LIABILITY, INFRINGEMENT OF PATENTS, TRADE SECRETS, TRADEMARKS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS OR ANY OTHER LEGAL PRODUCTS, CONFIRMATION, TERMS AND CONDITIONS, OR ANY BREACH OR DEFAULT THEREUNDER OR HEREUNDER.

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