

Jax Concrete Coatings a Florida
limited liability company
8640 Philips Hwy Jacksonville FL
32256
904-862-2000
(the "Company")

Installer will give you the warranty form after completion. Please use the link below to register your warranty.

<https://form.jotform.com/210206985154151>

TERMS & CONDITIONS

These terms and conditions are a part of the foregoing Proposal.

1. Conditions Before Work Begins. Any request to reschedule the job must be made by Customer not less than 48 hours before the scheduled time for application of the concrete coatings. Before Company arrives to apply the coatings, all walls, floors, or other surfaces scheduled for application must be completely cleared. Failure to completely clear the floor before application or a late rescheduling request will result in an additional \$200.00 charge and, if necessary, rescheduling of the job. Customer must be on site before work begins and when work is completed for final approval and payment. Payment of the full balance owed under this Agreement is due at the time the coating is applied. Customer must provide access to household electrical outlets. Company reserves the right to cancel or reject any proposed job at any time before Company's work begins.

2. General Terms and Conditions. Company-finished surface is not guaranteed to be smooth or flawless. The coating follows the contours of the concrete to which it is applied. We only have the quality of Customer's concrete to work with. The finished surface thickness and appearance will be determined by Company's installers. Naturally, there will be smoother and rougher spots. The finished product will vary depending on the surface. Thickness of coating will vary depending on the surface and conditions. Company's installers will determine the final finish. Any touch-ups or service work may not blend in completely. Repairs to damaged coating will be at Customer's expense if the damage is caused by structural defects, acts of providence, Customer negligence, concrete cracking, efflorescence, chemical spills, trauma, or dragging of objects across the floor. Except with respect to a Customer's timely cancellation of an order, no returns or refunds are accepted for custom orders. After the cancellation period, the deposit is non-refundable. Company may reschedule the job without penalty if due to product or personnel unavailability or circumstances beyond Company's control.

3. Manufacturer's Limited Warranty. Company is a Certified Penntek Industrial Coatings installer. The materials Company will apply are manufactured by Penntek Industrial Coatings and are covered by the applicable manufacturer's written limited warranty (either the PENNTEK Industrial Coatings Residential Polyurea Broadcast Coating Systems Warranty or the PENNTEK Industrial Coatings Commercial Polyurea Broadcast Coating Systems Warranty). The applicable manufacturer's written limited warranty is the SOLE warranty given in connection with the goods and services to be furnished under this Agreement. The

applicable manufacturer's written limited warranty is incorporated herein by reference. Company has provided (or upon written request from Customer will provide) Customer a copy of the applicable manufacturer's written limited warranty. NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, OTHER THAN THOSE MADE EXPRESSLY BY THE MANUFACTURER, SHALL APPLY TO THE GOODS OR SERVICES TO BE FURNISHED UNDER THIS AGREEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO

SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MIGHT NOT APPLY TO YOU. Without limiting the foregoing, Company does not warrant that the coating system will create a slip-resistant surface. The surface may become slippery under certain conditions, including, but not limited to, exposure to wet, oily, or greasy conditions. In no event shall Company be responsible for injury incurred in a slip and fall occurrence. It is Customer's responsibility to provide for their own safety and the safety of their guests and invitees. Company makes no representation or warranty that cracks in floors or walls will not return or reopen after application.

4. No Consequential or Indirect Damages; Maximum Liability. IN NO EVENT SHALL COMPANY OR ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, OR THE SALE OR INSTALLATION OF GOODS HEREUNDER, OR DAMAGE TO THE BUILDING, STRUCTURE, OR SUBSTRATE, OR DAMAGE TO OR LOSS OF PROPERTY LEFT IN THE WORK AREA, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PRICE CUSTOMER IS TO PAY AS STATED IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 4 SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges and agrees that the parties have entered into the Agreement in reliance upon the limitations of liability set forth in this Section 4, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

5. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, adverse weather conditions, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.

6. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be handled by a single arbitrator who is a member

of the Florida Bar and shall occur in Duval County, Florida. Except as otherwise provided in this Section 6, questions of arbitrability shall be decided by the arbitrator. The parties shall be entitled to conduct discovery in accordance with the Florida Rules of Civil Procedure, subject to limitation by the arbitrator in order to secure just and efficient resolution of the dispute. If the amount in controversy exceeds \$5,000, the arbitrator's decision must include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. The parties agree to an arbitration on an individual basis. In any dispute, NEITHER CUSTOMER NOR COMPANY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced. A party substantially prevailing in the arbitration on the question of Customer's obligation to make payment under this Agreement will also be entitled to an award of its costs and attorneys' fees in connection with the arbitration of that question, as may be determined by the arbitrator. On all other questions presented for arbitration, each party shall bear such party's own attorneys' fees and costs. Notwithstanding the other terms of this Section, either party may seek injunctive relief in the Circuit or County Court for Leon County, Florida, and only in such court.

7. Miscellaneous. The recitals stated at the beginning of this document, the provisions of the foregoing Proposal to which these Terms and Conditions are attached or with which they are electronically combined, and the provisions of any documents designated as attachments hereto, are incorporated into and made a part of these Terms and Conditions and all said documents and provisions together form one agreement (this "Agreement"). This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior letters, agreements, and memoranda of understanding. This Agreement may not be amended, and no obligation hereunder shall be deemed waived, except by a writing signed by the party against whom enforcement of the modification is sought. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Time is of the essence of this Agreement. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations, or liability under or by reason of this Agreement. The various headings and titles used herein are for convenience only and shall not affect the interpretation of any of the provision hereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular number shall include the plural, and vice versa. The parties hereby acknowledge that this document is a product of intense negotiation between the parties and agree that any interpretation hereof shall not be construed against the drafter hereof. This Agreement may be executed in counterparts, all of which when taken together shall be deemed a fully executed original. A legible facsimile or electronic (including "pdf") copy of this Agreement, and any signatures thereon, shall be considered for all purposes as an original. Each party hereby agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably request in order to give effect to the provisions and purposes of this Agreement. This Agreement shall be governed by the laws of the State of

Florida, without reference to conflict of laws principles. Any assignment of this Agreement by Customer shall be void in the absence of express written consent to the assignment by Company. Subject to the provisions of this Agreement relating to arbitration, each party consents to personal jurisdiction and venue, for any action involving any controversy or claim arising out of or relating to this Agreement, in the Circuit or County Court in and for Leon County, Florida, and agrees that any such action shall be brought and maintained exclusively in such Court. EACH PARTY WAIVES THE RIGHT TO JURY TRIAL with respect to any controversy or claim arising out of or relating to this Agreement. If any legal action shall be instituted to enforce Customer's obligation to make payment under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, including those incurred on appeal. If any legal action shall be instituted to interpret or enforce any other terms or conditions of this Agreement, each party shall bear such party's own attorneys' fees and costs.

8. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Electronic Signature Act of 1996 (§ 668.001 et seq., Fla. Stat.) and the Uniform Electronic Transactions Act (§ 668.50, Fla. Stat.) as amended from time to time.

9. Customer's Right to Cancel this Agreement. Regardless of whether this Agreement concerns commercial or residential property, or whether this transaction technically is subject to (i) the FTC's "Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations," or (ii) §§ 501.021-501.055, Florida Statutes (relating to "home solicitation sales"), or (iii) § 10-1-2(4), Georgia Code ("home solicitation sale"), or (iv) § 5-19-12, Alabama Code ("buyer's right to cancel home solicitation sale"), Customer has the right to cancel this Agreement by providing written notice

10. Under no circumstances will we be responsible for a slip and fall.

BUYER'S RIGHT TO CANCEL. This is a home solicitation sale, and if you do not want the goods or services, you may cancel this Agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this Agreement. If you cancel this Agreement, the seller may not keep all or part of any cash down payment. § 501.031, Fla. Stat.

NOTICE OF RIGHT TO CANCEL. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. 16 C.F.R. § 429.1.

I, the Customer/Buyer, hereby acknowledge that I have been informed orally, at the time I have agreed to this Agreement or purchased the goods or services, of my right to cancel. I further acknowledge that I invited the Company to send its representative to my home or premises in connection with this transaction. I agree to all the foregoing Terms and Conditions, and to the foregoing Proposal.

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