

GEMSTONE SYSTEMS, INC.

Limited Warranty - (number)

Gemstone Diamond Deck™ / Gemstone Base Flex

Coverage : Material

Duration : 5 Years

Project Site	
Name :	
Address :	
City :	
State :	
Date of Application :	
Applicator Name :	
Purchaser Name :	

This is to certify that the above named product has been applied to the area described in the Project site above. This warranty makes no allowance for deviations or omissions from the information provided in the on-line application. Any misrepresentation or fraudulent statement in the application for Limited Warranty renders the Limited Warranty void.

Gemstone Systems, Inc. (hereinafter Gemstone) 10640 – 47th Street North, Clearwater, FL, 33762, hereby warrants that, subject to the provisions hereof, the Gemstone Diamond Deck and/or Gemstone Base Flex (the “Product”) as manufactured satisfies the product performance criteria under the terms specified in the current Gemstone product data sheet(s). The current product data sheet can be obtained at Gemstone Systems, Inc. Any claims brought against Gemstone relative to the referenced product and project shall constitute full acceptance of all terms and conditions contained herein. The remedies of this warranty shall be considered only when EACH of the following FIVE conditions exists: (i) Gemstone must have been notified of the unsatisfactory condition during the covered period following the date of application and this notification to Gemstone shall be in writing within 30 days of the occurrence; (ii) Gemstone is afforded the opportunity to inspect any such areas, at such time, as may be reasonably requested; (iii) The Gemstone supplied product has been proven not to satisfy the published product performance criteria; (iv) This product discrepancy must have directly contributed to the unsatisfactory condition in question; and (v) Full payment has been received by Gemstone for the Gemstone materials supplied to the referenced project.

EXCLUSIONS:

This warranty does not apply, and Gemstone makes no warranty and disclaims all liability, where any unsatisfactory condition resulting from misuse or abnormal use or conditions such as, but not limited to: structural cracks or defects, faulty construction, design, non Gemstone materials, settlement or expansion of the structure, accident, fire or other casualty, lack of suitable vapor barrier or excessive wear. This warranty does not cover claims for color-fastness, appearance or offensive or unpleasant odor; disintegration of the substrate; mechanical damage caused by individuals, tools, or other outside agents; or any change in the appearance of the product from accumulated dirt or other contaminants. This warranty does not apply, and Gemstone makes no warranty and disclaims all liability when an unsatisfactory condition has occurred due to lack of adherence to all applicable care and maintenance recommendations or cautions contained or referenced in the product data sheet. If the owner shall make or permit, without prior written consent of Gemstone, repairs, alterations, or additions to the structure which affect the product or change the use, function or purpose of the structure, this warranty shall become immediately null and void and of no further force and effect. Gemstone will respond promptly to any written request for consent to repairs, alterations, or additions. Product performance properties are limited to the material as supplied to the project. Proper coefficient of friction is the sole responsibility of the applicator.

REMEDIES:

The holder's sole and exclusive remedy and Gemstone's liability shall be limited to:

Providing Gemstone Diamond deck or Gemstone Flex base in sufficient quantity to replace solely those areas of the installed product proven to meet the terms of the aforementioned warranty. A suitable replacement product may be employed at the sole discretion of Gemstone. All other costs associated with the replacement of the product are the sole responsibility of the holder. Gemstone's liability is limited to the purchase price of the Gemstone product supplied.

Holder and Gemstone specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the state of Florida, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.

GENERAL LIMITATIONS

This information and all further technical advice are based on Gemstone's present knowledge and experience. However, Gemstone assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, Gemstone disclaims all CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR CLAIMS RELATED TO MOLD, MILDEW, AND FUNGI OR ANY AIR QUALITY PROBLEMS. Gemstone SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. Gemstone does not warrant or guarantee the quality of labor used to prepare the surface and to apply or install the products covered by this limited warranty. Gemstone reserves the right to make any changes according to technological progress or further developments. It is the holder's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the holder to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

This warranty supersedes any other warranties, guarantees or representations, written or oral, heretofore made with respect to the above referenced product or project.