

PA#059104



Since 1990

OHIO CONCRETE RESURFACING, INC.'S UNCONDITIONAL LABOR WARRANTY



Ohio Concrete Resurfacing, Inc.'s ("Ohio") Unconditional Labor Warranty for Contract No. 8288 is set forth below. Additionally, the years of coverage under this Unconditional Warranty are determined by whether the installation of your NATURE STONE® Brand Flooring is considered an Outdoor installation, including any outdoor garage areas, Commercial installation, Indoor installation or Garage installation, excluding any part of the garage installation that is outdoors.

WARRANTY COVERAGE

Ohio warrants to the original purchaser ("Customer") that your Authentic NATURE STONE® Brand Flooring shall be free against defects in workmanship under normal use for a set period of time ("Warranty Period"). The Warranty Period is determined by the type of installation you received. The type of installation you received will be noted on the top of your original contract with Ohio. The Warranty Period is as follows:

INDOOR:	10 YEARS
GARAGE (excluding any outdoor areas):	10 YEARS
OUTDOOR (including outdoor garage areas):	1 YEAR
COMMERCIAL:	1 YEAR

The Warranty Period will begin from the date of the start of installation. If your Ohio contract is silent as to the type of installation, then the area where your NATURE STONE® Brand Floor is installed will determine the type of installation. If your NATURE STONE® Brand Floor is installed in any area that may be exposed to the elements, then it shall be considered installed in an outdoor area.

If a defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, **Ohio WILL PROVIDE THE REQUIRED LABOR FOR ANY NECESSARY REPAIRS, TOPCOAT, OR, AT OHIO'S DISCRETION, REPLACEMENT DUE TO THE FOLLOWING: CRACKING, DELAMINATION, CHALKING, WHITING, YELLOWING, DISCOLORING OR LOSS OF GLOSS.**

If Ohio agrees to perform any labor free of charge for a non-covered warranty issue, then such performance shall not be deemed an extension of the warranty coverage, nor shall such performance entitle the Customer to any other additional work free of charge. Likewise, if Ohio agrees to perform any labor free of charge after the expiration of the Warranty Period, then such performance shall not be deemed an extension of the Warranty Period nor shall such performance entitle the Customer to any other additional work free of charge.

Customer acknowledges that this Unconditional Warranty does not cover replacement of the materials due to color and/or size variations of the stone in which such color and/or size variations occur naturally and cannot be altered, amended, controlled, corrected, and/or fixed. Therefore, no warranty, representation, undertaking, or guarantee whatsoever whether oral, implied, expressed or otherwise is made with regard to the color and size of the stone. Repairs can appear as "new" to "old" and may not match exactly. Color variations and/or stone size variations can also occur. Weathering and wearing patterns may prevent your floor from taking on a like new appearance.

Prior to any warranty service being performed on you NATURE STONE® Brand Floor, the flooring must be thoroughly cleaned and dried. The cleaning as well as the costs associated with the cleaning of your floor is not part of this Unconditional Warranty. Any cleaning costs are the responsibility of the Customer. You may clean the floor yourself or for your convenience, Ohio does provide a cleaning service. You may contact Ohio's customer service department for current pricing.

No salesperson, agent, employee, representative, reseller, dealer, or franchisee of Ohio is authorized to make any oral or written modification, extension or addition to this Unconditional Warranty. The only Unconditional Warranty the Customer is receiving is what is expressly stated herein. No other oral or written statement, presentation or promise may contradict the written terms of this Unconditional Warranty. If any statement, presentation or promise is made but is not specifically written in this Unconditional Warranty, then IT IS NOT part of the warranty AND IS SPECIFICALLY EXCLUDED.

This warranty is written on both sides of this document and Customer acknowledges its receipt.


Signature

4/15/17
Date

VOIDING YOUR UNCONDITIONAL WARRANTY

This Unconditional Warranty may be voided if any of the following occurs:

The failure to follow the Maintenance & Care Guidelines as found in your contract with **Ohio**.

The failure of the **Customer** to pay in full any balances due to **Ohio** for contracted services rendered.

Damage to your NATURE STONE® Brand Flooring caused by abuse, misuse or neglect.

If **Ohio's** work has been modified or damaged by the Owner or any third-party during the warranty period.

CLAIMS PROCESS

Ohio reserves the right to inspect the flooring that is subject of any claim to determine validity. If you believe you have a claim under this Unconditional Warranty, you must make a written claim to **Ohio** within the warranty period. The written claim must include the following information:

Customer's name who purchased the NATURE STONE® Brand Floor;

Address of where your NATURE STONE® Brand Floor is installed;

Your contact information including your name, your home and cellular telephone numbers and your email address;

Date of installation;

The area where your NATURE STONE® Brand Floor is installed, i.e. basement, garage, pool deck, etc.; and

A brief description of the nature of your claim.

The failure to accurately supply all of the above information may result in the delay of the processing of your claim.

The written claim must be submitted either by email to contactus@naturestonefloors.com or by mail to Ohio Concrete Resurfacing, Inc., 15 North Park Street, Bedford, Ohio 44146. Upon the receipt of your written claim, **Ohio** will contact you to setup a date and time for a representative to inspect your NATURE STONE® Brand Flooring. No later than 10 business days after your inspection, **Ohio** will contact you regarding the status of your warranty claim.

A claim made upon **Ohio** will serve as a claim made on O.C.R. Products, Inc. ("OCR") for the material portion of your warranty. **Ohio** serves as the claim administrator for OCR.

TRANSFERRING YOUR UNCONDITIONAL WARRANTY

The remaining duration of this Unconditional Warranty may be transferred to a new homeowner should you sell your property. To transfer your Unconditional Warranty, mail a written request identifying your address, the original owner, the successor owner and the contract number along with a transfer fee of \$25 payable by check or money order to: Ohio Concrete Resurfacing, Inc., 15 North Park Street, Bedford, Ohio 44146. This transfer must be made within the first 12 months after the transfer of title to the new homeowner.

LAW AND JURISDICTION

THIS UNCONDITIONAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. OHIO'S RESPONSIBILITY FOR DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY OHIO, IN ITS SOLE DISCRETION.

OHIO MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN WHICH THESE WARRANTIES ARE SPECIFICALLY DISCLAIMED. THIS UNCONDITIONAL WARRANTY IS IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED.

TO THE EXTENT PERMITTED BY LAW, OHIO SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM A DEFECT OR WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS INCLUDING LOSS OF PROFITS ON CONTRACT, LOSS OF USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED INCLUDING THE REPLACEMENT OF PROPERTY. HOWEVER, THIS EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY WHERE IT IS PROHIBITED BY STATE LAW. IF YOUR STATE DOES NOT ALLOW THE ABOVE EXCLUSIONS OR LIMITATIONS, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

This Unconditional Warranty may not be modified, amended or extended. If any terms of this Unconditional Warranty are held to be illegal and unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

This Unconditional Warranty is governed by and shall be interpreted under the laws of the State of Ohio. Any controversy or claim arising out of or relating to this Unconditional Warranty, or the breach of, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration will be heard by one arbitrator and each party is to bear its own costs. The arbitration or any legal disputes related to this Unconditional Warranty shall only be brought and adjudicated in Cuyahoga County, Ohio.

MANUFACTURER'S LIMITED WARRANTY



O.C.R. Products, Inc. ("O.C.R."), located at 24300 Solon Road, Bedford Heights, Ohio 44146, is pleased to offer a limited warranty for your Authentic NATURE STONE® Brand Flooring materials manufactured by O.C.R. and installed by Ohio Concrete Resurfacing, Inc. ("Ohio") pursuant to Contract No. 8288 on your Tool RM + Lunch Room floor.

This limited warranty is UNCONDITIONAL ("Unconditional Warranty") in that O.C.R. will provide the required materials for any necessary repairs, topcoat or, at O.C.R.'s discretion, replacement, for any of the following:

- Cracking
- Chalking
- Yellowing or Discoloring
- Delamination
- Whiting
- Loss of Gloss

This Unconditional Warranty is for a period of ten (10) years from the date of installation. This Unconditional Warranty is for materials only and does not include any labor, tools, equipment, applicable taxes, shipping or delivery costs. This Unconditional Warranty does not cover replacement of the materials due to color and/or size variations of the stone, which occur naturally and cannot be altered, amended, controlled, corrected, and/or fixed by O.C.R. Therefore, no warranty, representation, undertaking, or guarantee whatsoever whether oral, implied, expressed or otherwise is made with regard to the color and size of the stone.

Repairs can appear as "new" to "old" and may not match exactly. Color variations and/or stone size variations can also occur. Weathering and/or wearing patterns may prevent your floor from taking on a like new appearance.

If O.C.R. agrees to provide you with any material free of charge for a non-covered warranty issue, then this shall not be deemed as an extension of the warranty coverage, nor shall this entitle you to any other additional material free of charge. Likewise, if O.C.R. agrees to provide you with any material free of charge after the expiration of the Warranty Period, then this shall not be deemed as an extension of the warranty period, nor shall this entitle you to any other additional material free of charge.

The only Unconditional Warranty that you are receiving is what is expressly stated herein. No other oral or written statement, presentation or promise may contradict the written terms of this Unconditional Warranty. If any statement, presentation or promise is made but is not specifically written in this Unconditional Warranty, then IT IS NOT part of the warranty AND IS SPECIFICALLY EXCLUDED.

THIS UNCONDITIONAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE. O.C.R. MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN WHICH THESE WARRANTIES ARE SPECIFICALLY DISCLAIMED. THIS UNCONDITIONAL WARRANTY IS IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED.

IF, BY OPERATION OF LAW, AN IMPLIED WARRANTY MAY NOT BE DISCLAIMED, THEN SUCH DISCLAIMER WILL NOT BE EFFECTIVE AND SUCH DISCLAIMER MAY NOT APPLY TO YOU. HOWEVER, IN SUCH CASES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME FOR A PERIOD OF TEN (10) YEARS FROM THE DATE OF INSTALLATION. NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE TEN (10) YEAR PERIOD. SOME STATES AND/OR PROVIDENCES DO



This warranty is written on both sides of this document and Customer acknowledges its receipt.

Signature

Date



Since 1990

NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY LAW, O.C.R. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM A DEFECT OR WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS INCLUDING LOSS OF PROFITS ON CONTRACT, LOSS OF USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED INCLUDING THE REPLACEMENT OF PROPERTY. HOWEVER, THIS EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY WHERE IS PROHIBITED BY STATE OR PROVINCIAL LAW. IF YOUR STATE OR PROVINCE DOES NOT ALLOW THE ABOVE EXCLUSIONS OR LIMITATIONS, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

This Unconditional Warranty may not be modified, amended or extended. This Unconditional Warranty is governed by and shall be interpreted under the laws of the State of Ohio. Any claims relating to this Unconditional Warranty must be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration will be heard by one arbitrator and each party is to bear its own costs. The arbitration or any legal disputes related to this Unconditional Warranty shall only be brought and adjudicated in Cuyahoga County, Ohio.

The remaining duration of this Unconditional Warranty may be transferred to a new homeowner should you sell your property. To transfer your Unconditional Warranty, mail a written request identifying your address, the original owner, the successor owner and the contract number along with a transfer fee of \$25 payable by check or money order to: O.C.R. Products, Inc., 15 North Park Street, Bedford, Ohio 44146. The transfer must be made within the first 12 months after the transfer of title to the new homeowner.

This Unconditional Warranty may be voided if any of the following occurs:

1. The use of non-approved products to repair, replace, clean, or maintain your Authentic NATURE STONE® Brand Flooring. A list of approved products is available by contacting Ohio, the Claims Administrator, at 1-800-358-0583.
2. Abuse, misuse or neglect of your NATURE STONE® Brand Flooring.
3. The failure to follow the repair and/or service guidelines for your NATURE STONE® Brand Floor.
4. The failure to pay Ohio in full any balances that may be due to Ohio for any contracted services rendered.

CLAIMS PROCESS

If you believe you have a claim under this Unconditional Warranty, you must make a written claim to the claim administrator, Ohio. In order to be considered valid, a written claim must be submitted within the warranty period. The written claim must include the following information:

Customer's name who purchased the NATURE STONE® Brand Floor;
Address of where your NATURE STONE® Brand Floor is installed;
Your contact information including your name, your home and cellular telephone numbers and your email address;
Date of installation;
The area where your NATURE STONE® Brand Floor is installed, i.e. basement, garage, pool deck, etc.; and
A brief description of the nature of your claim.

Failure to accurately supply all of the above information may result in the delay of the processing of your claim.

The written claim must be submitted either by email to contactus@naturestonefloors.com or by mail to Ohio Concrete Resurfacing, Inc., 15 North Park Street, Bedford, Ohio 44146. Upon the receipt of your written claim, Ohio will contact you to setup a date and time for a representative to inspect your NATURE STONE® Brand Flooring. Ohio will contact you in no later than 10 business days after the representative's inspection regarding the status of your warranty claim.



Version Date 08/15/13



Since 1990



NATURE STONE®
A NATURAL STONE PRODUCT

We only use natural stones in your floor that are not altered in their appearance. All of the stones that we use are products of nature and are quarried directly from the earth's crust in which every stone is unique. This uniqueness characteristic is part of the inherent beauty of using a natural product in your home.

Even though a particular type of stone may have been mined on the same day, in the same location and out of the same vein of stone, no two stones are identical in appearance. Every piece of stone has unique natural variations, markings, shadings, inclusions and sizes. As such, every stone could differ in composition, color, texture and sizes even among pieces from the same source. These are not defects, but rather inherent characteristics of natural stone. These differences and variations in each individual stone are not flaws but are the beauty of a natural stone product.

As a result, you agree and accept, "AS IS," in its present natural and physical condition, the stone color(s): SMALL CORAL as stated in Purchase Agreement No.: 8288. You acknowledge that **THIS STONE** **WILL EXHIBIT** degrees of color variations or color changes and/or size variations in your floor.

Color and size variations or changes may appear and should be anticipated and expected. These variations could include, but not be limited to, light and dark patterns appearing in your floor. **Therefore, you agree that we are not responsible for any color variations, color changes, size variation and/or light or dark patterns appearing in your floor.**

[Signature]
Customer's Signature

4/5/17
Date



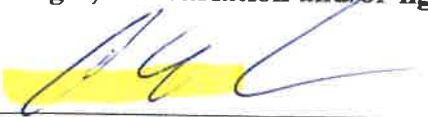
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A NATURAL STONE PRODUCT

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Customer's Signature

4/15/17
Date



PURCHASE AGREEMENT

OHIO CONCRETE RESURFACING, INC.
15 North Park Street, Bedford, OH 44146
440-786-9100 • 800-358-0583 • Fax 440-786-1927
Email: sales@naturestonefloors.com



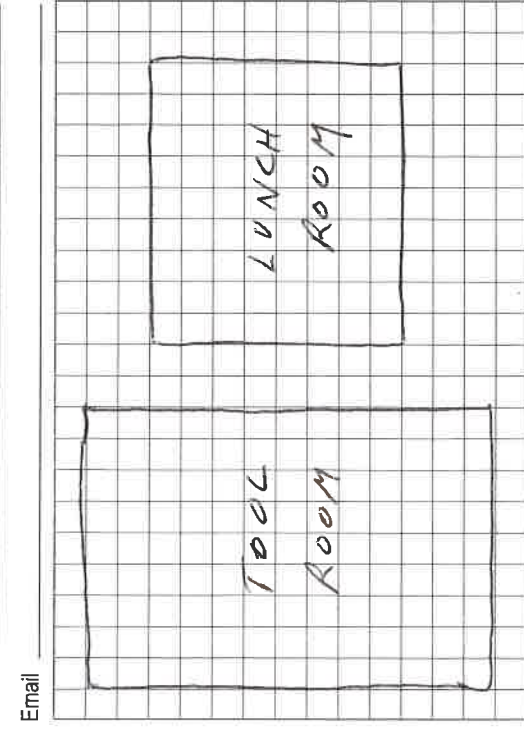
OKEE

Sold To: (Customer)
Name RUSSELL TOWNSHIP
Address 8501 KINSMAN ROAD
City, State, Zip RUSSELL, Ohio 44022
Phone 440 337 5309 GENE WAYNE

Installed location (If different from Sold To)
Name RUSSELL TOWNSHIP ROAD DEPT
Address 15625 CHILICOTHE ROAD
City, State, Zip (CHA) RUSSELL, Ohio 44022

DATE: 3-29-17

Description of Work



ITEM 1 - PREP ALL AREAS OF THE TOOL ROOM AND LUNCH ROOM
ITEM 2 - RESURFACE AREAS WITH NATURE STONE

Indoor/Garage Residential Outdoor

Commercial

- Basement Garage Utility/Laundry Sun Room Pool Deck Patio Other: TOOL RM + LUNCH RM
- Prep Existing Floor (Installer Discretion) TRAVEL OVER EXISTING VGT
- Grease Oil Paint Adhesive Epoxy Weld Cracks
- Forms _____ Size _____ L/F _____
- Radius Forms _____ Size _____ L/F _____
- Wraps (above grade) _____ Size _____ L/F _____
- Wraps (ground level) _____ Size _____ L/F _____
- Steps. Qty _____ Size _____ L/F _____
- Borders _____ Size _____ L/F _____
- Pool Coping Trowel _____ Size _____ L/F _____
- Pool Coping Wrap _____ Size _____ L/F _____
- Plastic Expansion Strips (Installer Discretion) _____ L/F _____
- Install NATURE STONE® Brand Flooring @ Standard Thickness
- Maintain Existing Substrate Contour
- Stone Color SMALL CORAL
- Correct Uneven/Low Area... Size _____ Depth _____
- Estimated Extra Bags _____
- Special Conditions TRAVEL UP TO WOOD FLOOR BASEBOARD - OWNER TO TRIM THE BOTTOM OF VINYL CORE BASE AND TRIM DATESH OF DOOR TO ALLOW 1/2" CLEARANCE ALL ADVERTISED DISCOUNTS APPLIED

- Top Coat Protection EXTRA NEW SKIP
- Job To Be Done In 2 Sections
- Carpet / Tile Removal By Customer
- Carpet / Tile Removal By Company S/F _____
- Remove to Tree Lawn
- Disposal of Carpet / Tile
- Items to be Moved by Customer _____
- Items to be Moved by Company _____
- Customer To Move Items Back
- Company To Move Items Back
- Install Date (Weather Permitting) _____
- Additional Install Date _____ (If Applicable & Weather Permitting)

NATURE STONE® Brand Flooring aggregates are a product of nature. All stones are natural in color. Color variations or changes are inherent to the beauty of natural stone. NATURE STONE® Brand Flooring may have variations in color or color changes that should be anticipated. Wearing, weathering, and ultraviolet light can also affect natural stone over time. We are not responsible for color variations or color changes or bend lines. *Initials*

You may be offered a discounted price for your NATURE STONE® Brand Flooring. If you receive a discount, the discount you are receiving is contingent upon you fully complying with the terms of this Agreement. As a condition of you receiving the discount, you understand and agree that you must pay the outstanding balance in full when it is due. If payment in full is not received when it is due, then your discount may be cancelled. If your discount is cancelled, then you hereby agree to pay the full Retail Contract Price without any discount. *Initials*

Prior to signing this Purchase Agreement, please carefully review the back of this Agreement which contains all the terms and conditions of this agreement as well as any product disclosures.

Retail Contract Price:	<u>\$ 13,854</u>	Customer Acceptance	<u>[Signature]</u>	Date	<u>7/5/17</u>
Applicable Discount:	<u>\$ 3,854</u>	Customer Acceptance	<u>[Signature]</u>	Date	
Balance Due:	<u>\$ 10,000</u>	Customer Acceptance	<u>[Signature]</u>	Date	
Deposit: <u>P.O. # 62-2017</u>	<u>\$ 10,000</u>	Customer Acceptance	<u>[Signature]</u>	Date	
Amount Due On Completion:	<u>\$ 10,000</u>	Customer Acceptance	<u>[Signature]</u>	Date	

RIGHT TO RESCIND

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

CANCELLATION/REFUND POLICY

The company, at its sole discretion, may allow you to cancel this agreement after your three-day rescission period, however a restocking/administrative fee of up to 20% of the "Retail Contract Price" may be assessed. If a deposit is given, your deposit will be applied to that fee and any remaining balance will be returned.

PRODUCT DISCLOSURES

Ohio Concrete Resurfacing, Inc. ("OHIO") will be installing Authentic NATURE STONE® Brand Flooring that is a blend of high quality, high-strength proprietary epoxy resin and natural stone. It is specifically formulated and designed for application over your existing concrete substrate. However, the condition of your concrete substrate is critical to the successful application of your Authentic NATURE STONE® Brand Flooring.

It is acknowledged that concrete is subject to cracking, movement, shifting, heaving and the like which OHIO has no control over. If your concrete substrate develops any of these issues after your NATURE STONE® Brand Floor is installed, then these issues may cause cracks to appear in your NATURE STONE® Brand Floor.

Further, NATURE STONE® Brand Flooring should not be used in lieu of repairing and/or replacing structurally unsound concrete. The application of a NATURE STONE® Brand Floor over your existing substrate that is cracked, damaged and/or structurally unsound may not stop those issues from further expanding. If any of these issues do further expand, then this may cause cracks to appear in your NATURE STONE® Brand Floor.

OHIO will physically inspect and make a reasonable effort to determine that your concrete substrate is in suitable condition to be resurfaced with Authentic NATURE STONE® Brand Flooring. However, it is impossible to predict whether there are defects in the substrate which may cause any issues with your NATURE STONE® Brand Floor.

Because NATURE STONE® Brand Flooring is a natural product, it can be affected by exposure to ultraviolet light, weathering and wearing patterns. Discoloration from ultraviolet light may occur and will vary depending upon the original stone color chosen and the amount of ultraviolet light exposure. Light colored stones are more affected than dark ones and are not recommended for outdoor use. Dark colored stones tend to retain heat.

OHIO may make recommendations as to what color and/or type of stone is suitable for your application, however the ultimate decision as to the color selections rest solely with you. OHIO shall have no responsibility or liability in regards to your color and/or stone choice even if a recommendation is made.

The surface of a NATURE STONE® Brand Floor at times can appear altered or wavy due to light reflection. Light reflection can also cause your stone color to appear more or less dark. OHIO is not responsible for the appearance of your NATURE STONE® Brand Floor due to such light reflection.

All stones are natural in color. The type of stone you choose is subject to availability. If the stone color you choose is unavailable, then OHIO will supply you with various options. With any type of stone that you may chose, color variations and/or color changes should be anticipated and expected. Please review the separate document that you have received regarding the potential for color changes and color variations. Further, wearing patterns and light reflectivity may also affect the color. OHIO is not responsible for such color variations, color changes or wearing patterns.

If, for whatever reason, your entire floor cannot be installed on the same day, then you will have the option to have a plastic strip placed between the stopping and starting points of your installation that will create a seam. If you chose NOT to use a plastic strip, then OHIO will use its best efforts to blend the two installations together. Even using those best efforts, a blend line may appear between the stopping and starting points. OHIO is not responsible if a blend line does occur.

The use of any sample by OHIO of a NATURE STONE® Brand Floor is used simply to indicate the type of color and appearance of a particular type of stone. However, the appearance and color of the stone in a sample may look different when spread across a large area. Based on this and the fact that color variations and/or changes are inherent in all natural stone, OHIO does not guarantee that the NATURE STONE® Brand Floor installed for you will conform exactly to the color and appearance of any sample that you may have seen.

You may request OHIO to blend different types of stones together to achieve a desired look. This process is done by hand and is an imperfect process such that not all stones may be distributed evenly. The same type of stone may be grouped closer together than anticipated resulting in light or dark patterns developing. Moreover, your entire NATURE STONE® Brand Floor is installed in different allotments in which variations in the blend could also occur. OHIO makes no assurances, whatsoever, regarding the appearance of blended stone, the even distribution of various types of stones, and/or if light or dark patterns develop.

A NATURE STONE® Brand Floor is a hand-troweled product, and although every effort is made to ensure a perfect surface, some imperfections, such as an occasional upturned pebble or slight trowel mark, may occur and should be anticipated. The thickness of a NATURE STONE® Brand Floor can be adjusted up or down but typically has an average of 3/8" to 3/4" in thickness, depending on stone size and surface imperfections. NATURE STONE® Brand Flooring is not a leveling product and typically follows the contour of the existing substrate. Although, NATURE STONE® Brand Flooring may be used to fill in low spots, it is not to be used as a leveling agent and can only correct unevenness resulting from low spots since your NATURE STONE® Brand Floor expressly follows the contour of your existing substrate.

Tire marks can appear depending on dirt, oil, asphalt and/or chemical transfer from tires. OHIO is not responsible for tire marks.

A NATURE STONE® Brand Floor is a porous product allowing dampness/moisture to breathe through and is not intended as a waterproofing product. A NATURE STONE® Brand Floor will not redirect water runoff.

NATURE STONE® Brand Flooring is not recommended for kitchen or food preparation areas.

The installation of a NATURE STONE® Brand Floor may require all adjacent doors, including garage doors, to be adjusted by the customer. The cost of any necessary adjustments is the responsibility of the customer. Additionally, if you plan on installing or reinstalling a baseboard, you may have to use quarter round molding to cover any gaps between your baseboard and floor.

OHIO may accommodate its customer by moving appliances, furniture, or property of the customer (Collectively referred to as "Customer's Property"). The disconnection and/or reconnection of appliances are the responsibility of the customer. OHIO is not responsible for worn or damaged connections or leaking pipes/valves. Additionally, OHIO cannot make a determination of the condition of Customer's Property that will be moved. As such, OHIO shall not be responsible or liable to Customer for any loss or damage to Customer's Property.

Maintenance, such as periodic cleaning, is required to maintain the beauty of your NATURE STONE® Brand Floor as well as complying with the requirements of your warranties. The product manufacturer, O.C.R. Products, Inc. ("O.C.R."), recommends that a topcoat may be required on a periodic basis to restore the gloss and to reinforce the integrity of your NATURE STONE® Brand Floor. This basis is dependent on several factors including, but not limited to, environmental conditions and wear and tear. This periodic basis could range from every 1 to 3 years for an outdoor application, 3 to 5 years for a garage application, and 5 to 10 years for an indoor application. Please refer to your separate warranty documentation for specific warranty details relating to labor or material coverage.

THIS PRODUCT DISCLOSURE MAY NOT BE MODIFIED OR CONTRADICTED BY ANY ORAL OR WRITTEN STATEMENT MADE BY ANYONE FROM OHIO. IF ANY STATEMENT IS MADE THAT PURPORTS TO CONTRADICT ANYTHING CONTAINED IN THIS DISCLOSURE, THEN THIS DISCLOSURE SHALL CONTROL OVER THAT STATEMENT. THUS, NO OTHER ORAL OR WRITTEN STATEMENT, PRESENTATION OR PROMISE MAY CONTRADICT THE WRITTEN TERMS OF THIS PRODUCT DISCLOSURE.

 Initials

CARE & MAINTENANCE GUIDELINES

The following guidelines for the proper care and maintenance of your new NATURE STONE® Brand Floor must be followed as a condition of any warranty as well as to preserve the beauty and integrity of your NATURE STONE® Brand Floor. OHIO is not responsible for any damage to your NATURE STONE® Brand Floor for the failure to follow these guidelines:

1. Do not walk on or allow individuals, pets or animals to walk on your NATURE STONE® Brand Floor until it is completely dry (no tackiness to the touch), typically twenty-four (24) hours after installation and/or topcoat.
2. Do not drive on and keep hot tires from contact with your NATURE STONE® Brand Floor for at least seven (7) days from installation and/or topcoat.
3. Keep chemical solvents from contact with your NATURE STONE® Brand Floor.
4. Do not allow weight in excess of 8,000 psi. on your NATURE STONE® Brand Floor.
5. Only use approved products and chemicals to clean your NATURE STONE® Brand Floor. An approved list of products and chemicals can be obtained from OHIO.
6. Routinely clean your NATURE STONE® Brand Floor by:
 - a. Hose down and/or pressure wash your NATURE STONE® Brand Floor as necessary (outdoor and garage).
 - b. Washing/Scrubbing your NATURE STONE® Brand Floor as necessary with a damp mop, vacuum, wet/dry vacuum, steam vacuum, floor scrubber or carpet cleaner (indoor).
 - c. A periodic deep cleaning.
7. Recondition your NATURE STONE® Brand Floor as necessary with the approved specially formulated protective topcoat.

You are encouraged to perform the deep cleaning yourself, but for your convenience, OHIO does provide such a service. If you would like to take advantage of this service, you may contact OHIO's customer service department for current pricing.

LEGAL

Payment in full is due upon completion of your NATURE STONE® Brand Floor. If payment is not received within 30 days after completion, then interest at the rate of 24% shall accrue on the unpaid balance until paid in full. This interest rate shall also apply to a judgment in lieu of the statutory interest rate if a judgment is awarded against you. If this matter is referred to collections, you agree to pay a collection fee of 25% of the total outstanding balance.

Additionally, if OHIO accrues any type of expense, including, without limitation, reasonable attorney fees, costs and expenses, in defending or enforcing this Agreement or defending any warranty claim, as well in the collection of any outstanding amounts that may be due and owed, then OHIO shall be entitled to recover any and all such expenses and attorney fees, to the extent permitted by law. This shall also include the time spent on this matter by OHIO's in-house counsel, which shall be billed at the in-house counsel's normal hourly rate. Further, OHIO may hire an attorney either on an hourly or on a contingent fee basis. In the event of a contingent fee hiring, you agree to pay OHIO the sum of the award of any court award or settlement and the contingent fee percentage paid to the attorney.

There are NO warranties given under this agreement. Any warranty in regards to labor or materials for your Authentic NATURE STONE® Brand Floor will be contained in separate written documents.

There are no understandings or agreements between the parties other than those set forth in this Agreement. No other oral or written statement, presentation or promise has been made to induce either party to enter into this Agreement. This Agreement may not be modified or amended except by written agreement of the parties.

The maximum liability of OHIO for all damages, including without limitation, contract damages and damages for injuries to persons or property, whether arising from OHIO's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, is limited to an amount not to exceed the total contract price. In no event will OHIO be liable to for any incidental, consequential, or special damages, including without limitation lost revenues and profits, even if it has been advised of the possibility of such damages.

Wherever possible, each provision of this Agreement, including interest charges, shall be interpreted as to be effective and valid under the applicable law. If any provisions of this Agreement, including interest charges, shall be invalid under applicable law, then such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision and such provisions, including interest charges, shall be deemed to be modified to comply with the maximum provisions allowed by law.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives and successors and assigns.

If this is a Commercial Contract, then the individual who is signing on behalf of the legal entity hereby states that he has the authority to bind the legal entity and his signature shall be binding upon the legal entity.

This Agreement and all of its terms provisions and conditions shall be construed in accordance with and governed by the applicable laws of the State of Ohio. All transactions are deemed to take place in our main headquarters located at 15 North Park Street, Bedford, Ohio. Any legal disputes shall be handled in the Bedford Municipal Court or the Cuyahoga County Court of Common Pleas.

 Initials

CHARITABLE DONATIONS

TO THANK YOU FOR YOUR PATRONAGE, OHIO CONCRETE RESURFACING, INC. MAY DONATE IN YOUR NAME 1% OF THE TOTAL CONTRACT PRICE UNDER THIS AGREEMENT OR \$10.00 (WHICHEVER AMOUNT IS GREATER). YOU MAY CHOOSE ANY REGISTERED ORGANIZATION YOU DESIRE OR OHIO CONCRETE RESURFACING, INC. MAY SELECT SUCH AN ORGANIZATION ON YOUR BEHALF.

(NAME OF CHARITY/ORGANIZATION)

(DATE)