

## 1-Year Asphalt and Exterior Concrete Limited Warranty

Project ID	Project Name	Address of Project	Date of Completion
SAMPLE JOB	SAMPLE PROJECT	SAMPLE JOB	SAMPLE DATE

**Limited Warranty for a period of 1 year, commencing from the date of completion of our work.**

**Definitions:**

- a) "Exterior Concrete" includes patios, sidewalks, and other exterior flat work. "Major Cracking" for exterior concrete means wider than ¼ inch that: in total length, are more than 30% of the length of all of the joints in the exterior concrete; or in any parcel, the total length is more than 30% of the perimeter length of the panel. "Major Cracking" for asphalt means cracks wider than 1/8 inch and longer than 20 feet.
- b) "Major Scaling and Spalling" means any substantial surface disintegration that occurs at the surface of the asphalt or exterior concrete that covers more than: 10% of the total surface area of the asphalt or exterior concrete; or 25% of any panel of exterior concrete.
- c) "Major Aggregate Pop-Outs" means more than 50 conical breakouts per 100 square feet in the asphalt or exterior concrete surface from fractured pieces of aggregates.
- d) "Drainage" means any exterior concrete or asphalt greater than ¼ inch within a 10-foot straight edge and stays wet for more than a 24-hour period.
- e) "Temporary Repairs" includes concrete surface repairs, concrete caulking, asphalt pothole filling, asphalt seal coat, asphalt crack seal, surface striping of any kind.

<b>EXCLUSIONS</b>	<b>This limited warranty does not apply to damage resulting from (a) abuse of the asphalt or exterior concrete, (b) any purpose other than the intended purpose, (c) fire, flood, earthquake, hail, lightning, defective subsurface, or any act of God, including but not limited to any acts of God altering areas near the exterior concrete so that drainage of water runoff undermines the surface, (d) the growth of tree (including roots) of plants near the surface,</b>	
	<b>CONCRETE</b>	<b>ASPHALT</b>
	<ol style="list-style-type: none"> <li>1. Scaling, spalling or aggregate pop-outs other than major scaling, spalling or aggregate pop-outs, caused by chemical attack or deicing salts.</li> <li>2. Contact between your exterior concrete and vehicles, fertilizers, foreign objects, animals or persons (other than contractor) during the 30-day curing period of which material was installed.</li> <li>3. Cracks other than major cracks, discoloration, stains or uniformity of color or finish.</li> <li>4. Any settlement or shifting from installation or repair of utility trenches near the exterior concrete at the point where it meets another structure.</li> <li>5. Any ponding or puddling of water deeper than ¼" within a 10' straight edge and does not dry within a 24-hour period.</li> </ol>	<ol style="list-style-type: none"> <li>1. 100% drainage – Any water puddle or ponding less than ¼" within a 10' straight edge and dries within a 24-hour period is considered acceptable.</li> <li>2. Asphalt Crack Seal, Seal Coat are not covered as a warranty item.</li> <li>3. Pothole Filling is not covered as a warranty item.</li> <li>4. Cracks other than major cracks, discoloration or stains.</li> <li>5. Any settlement or shifting from installation or repair of utility trenches near the asphalt at the point where it meets another structure.</li> <li>6. Any ponding or puddling of water deeper than ¼" within a 10' straight edge and does not dry within a 24-hour period.</li> </ol>

**Remedy:**

- a) If you think Ochs Site Services work has Major Cracking, Major Scaling and Spalling or Major Aggregate Pop-Outs due to defective materials or workmanship, you must notify Ochs Site Services in writing. IF YOU DO NOT NOTIFY THEM WITHIN 90 DAYS AFTER YOU DISCOVER MAJOR CRACKING, MAJOR SCALING, AND SPALLING, OR MAJOR AGGREGATE POP-OUTS, YOUR LIMITED WARRANTY RELATING TO THAT CONCERN IS VOID AND ALL CLAIMS YOU HAVE AGAINST OCHS SITE SERVICES ARE WAIVED. TELEPHONING WILL NOT PRESERVE YOUR RIGHTS.
- b) Inspection: Once Ochs Site Services receives a written notification of a defective condition from you, it will inspect the asphalt or exterior concrete within 30 days to determine if Major cracking, Major Scaling or Spalling, or Major Aggregate Pop-Outs, drainage have occurred due to the defective material supplier from which the material was purchased from to have a complete damage control report submitted to Ochs Site Services.
- c) Repair or Replacement: If the Major Cracking, Major Scaling or Spalling or Major Aggregate Pop-Outs which are the subject of the notice occurred (1) within 1-year of the completion date and (2) due to defective materials or workmanship, the Major Cracking, Major Scaling or Spalling or Major Aggregate Pop-Outs will either be repaired or the damaged part of the asphalt or exterior concrete will be replaced. This will be carried out at no charge to the property owner. Ochs Site Services will have the right to choose between repair or replacement.

**Disagreement:** If you and Ochs Site Services cannot agree on any item pertaining to this Limited Warranty, you and Ochs Site Services agree to abide by the following dispute resolution procedure: Any part shall submit their disagreement to the Better Business Bureau of Indiana for binding arbitration pursuant to the BBB's arbitration rules. An Arbitration Panel will be comprised of three (3) persons. These three (3) persons will be selected by the Better Business Bureau standard guidelines for an Arbitration Panel. The arbitration shall be held in Indianapolis, Indiana. The Arbitration Panel will hear the disagreement and render a decision. All parties agree to abide by the decision of the Arbitration Panel and will consider the decision as final.

**Time Limitations:** All disagreements must be filed with the Better Business Bureau within 6-months of the mailing of the notification form to Ochs Site Services in accordance with the Paragraph above under "disagreement".

**Limitation of Liability:** Disclaimer. It is understood and agreed that Ochs Site Services liability whether in contract or tort, under any warranty, in negligence or otherwise shall not exceed the amount of the purchase price paid by purchaser. Additionally, under no circumstances shall Ochs Site Services be liable for lost profits or special, punitive, exemplary, indirect or consequential damages.

**No other Warranties:** There are no other warranties, expressed or implied, concerning your asphalt or exterior concrete.

This Limited Warranty is from Ochs Site Services to you and you only and may not assigned to or enforced by any other person.