

## 90-Day Warranty

### AutoStone Warranty Covers

The AutoStone 90-day warranty applies only to AutoStone branded tile AND installed by an AutoStone affiliated entity. Below are examples of a qualifying 90-day warranty:

1. AutoStone branded tile such as:

- a. Enviroshp.
- b. **driveseries!**
- c. **clinkershop** by Roben
- d. **clinkershop** (12 mm)
- e. AutoStone listed as the materials provider on brand DID.
- f. VE (value engineered) alternate submitted by AutoStone that is approved for use on your project. VF approval that is covered under AutoStone warranty must have a specific warranty written for that product and it must list that specific product as covered. VF approved tiles that are not specifically identified on the purchase and contracting document is not to be assumed covered without a written warranty identifying that specific product.

2. AutoStone warranty **DOES NOT** cover:

- a. Any tile installed by AutoStone Floor Systems that is not an AutoStone branded tile.
- b. Any AutoStone branded tile installed by a 3rd party installation company.
- c. Any contract or project in which demo work, substrate repair and/or substrate preparation is supplied by a 3rd party (not AutoStone). AutoStone does not warrant any substrate work provided by 3rd parties and AutoStone does not warrant any tile work performed by AutoStone installation team on substrate work performed by 3rd parties. Substrate work is integral to the success of the floor tile installation and faulty work, poor workmanship, defective substrate work, or use of improper materials in the substrate work, incorrect slope to drain conditions and other hazards associated with a non-AutoStone substrate prepared floor will void any warranty coverage by AutoStone in relation to all work performed on your contract, regardless if agreed to during the negotiation between AutoStone sales staff and customer, general contractor, owners representative, architect or any party in which negotiates final work scope in which AutoStone is to provide. There are NO EXCEPTIONS to this no warranty coverage, regardless if written into your contract, expressed in email or any type of written communications, without a written letter from the President of Strategic Contract Brands, Inc, (dba: AutoStone Floor Systems, dba: Automotive Facilities) – specifically stating that warranty coverage will be extended, and to what degree of warranty coverage will be provided. This will be in the form a specific warranty for your specific contract and must outline the exact coverage being offered by AutoStone and be accompanied by an original signature by the President of Strategic Contract Brands, Inc., (dba: AutoStone Floor Systems, dba: Automotive Facilities).
- d. Any contract signed by any party other than the President of Strategic Contract Brands, Inc. (dba: AutoStone Floor Systems, dba: Automotive Facilities) will NOT have any warranty coverage. All contracts with dealers, general contractors, owners' representatives and/or any party representing the customer has warranty coverage ONLY if signed by President of Strategic Contract Brands, Inc. (dba: AutoStone Floor Systems, dba: Automotive Facilities). There are NO EXCEPTIONS.

Any installation not covered under our 90-day warranty and installed by AutoStone will carry an industry standard 90-day warranty related to defects in workmanship and labor. Any materials warranty on a non-AutoStone installed tile would be related that specific tile manufacturer's warranty and is not supported or warranted by AutoStone. Any claims that arise related to non-AutoStone branded tile are filed, addressed, submitted, and managed by you directly with said manufacturer.

### 3rd Party Installation Not Covered

This warranty applies only to installation services contracted and performed by AutoStone Floor Systems. Installation services performed or contracted by other companies (3rd party contractors) are not warranted by AutoStone in any manner.

*Note: Any work, punch-list and/or repairs performed on an AutoStone Floor tile by a 3rd party company will invalidate your AutoStone warranty, materials warranty or performance warranty or any warranty of any kind.*

### 90-Day Warranty Provision

AutoStone warrants to the original purchaser whose floor meets the criteria for the AutoStone warranty that their floor will be free of cracked or broken tiles due to insufficient thinset coverage, which causes tile to be cracked or broken tile for a period of 90-days from date of substantial completion. This warranty is related only to the labor aspect of AutoStone work performed. Chipped (surface) tiles, crushed (surface) tiles and are considered excessive wear and are not subject to warranty coverage.

For this warranty provision to be enforced, the customer or customers representative agrees to be part of the final QC (quality control) process. The final QC process includes a walk-through with an AutoStone representative to identify any/all punch-list items. It also includes walking the floor with an AutoStone representative while we perform the "chain-rake" test. The chain-rake test is bar that has (5) 3-foot long chains on a straight bar, attached to wheels and a broom pull handle. The chain-rake is pulled across the entire floor surface on the horizontal and vertical dimension, so the chains are dragged across 100% of the floor. During this test, the chains will ping the tile surface and identify any tiles that are not 90%, or fully bonded to the substrate. Any tiles that are not fully bonded will be marked, broken and replaced so that the customer can sign-off and confirm that their installed floor has 100% bond to the substrate. The sign-off documents from the customer or customers representative must confirm that this testing has been done and that there are no hollow spots and sign-off that the work has been done to their satisfaction. Once that document has been signed-off by the customer, the warranty documents will be issued and extend to the customer their warranty coverage. If the customer refused to sign-off of final punch-list confirming that all work is completed, once it is confirmed by Autostone that work has been completed, the warranty coverage will be voided and default to the 90-day period coverage.

### Movement of Substrate Up To 1/8" or Greater

Substrate movement that is 1/8" or greater will invalidate any warranty coverage as no floor system can withstand this amount of substrate movement. This includes tiles that tent, chip, crack or break around the lifts, drains, drain covers, clean-out covers or any tile-to-metal connection, as well as true expansion joints (two separate slab poured surfaces, side-by-side), ramps or any type transitions from tile-to-non-tile surface are not covered under warranty.

No other warranty related to our 90-day warranty exists, is implied or otherwise exists. This is your sole and exclusive remedy and warranty and all other WARRANTIES implied or otherwise are specifically rejected.

### Warranty Limitations and Exclusions

This warranty is subject to the limitations, exclusions and other provisions as stated. The warranty of ninety (90) days applies to product contracted and installed after January 1st, 2015.

This warranty is related only to tiles being cracked and/or broken and does not apply to any other performance characteristics or otherwise.

- AutoStone does NOT warrant the performance of any grout.
- AutoStone does NOT warranty the performance of any caulking installed.
- AutoStone does NOT warrant the performance of any metal extrusion, plate, drain-riser or any transition strip of any kind or in any capacity.

- AutoStone does NOT warranty cleaning issues related to any aspect of the floor, including grout, tile surface, caulking or any part of the floor as it related to cleaning.

### **Other Conditions Not Covered by Warranty**

- Hydro-pressure or moisture that comes from underneath slab that causes tiles to lift is NOT covered under this warranty.
- Any condition that is NOT revealed to AutoStone Floor Systems or is NOT revealed until after an AutoStone Floor System is installed that changes the scope and nature of the installation and services performed are NOT covered under this warranty.
- AutoStone does NOT warrant any/all pre-existing or post-installation slab conditions. AutoStone warranty only applies to single poured slabs with properly installed control joints. Multiple slab conditions where existing slabs are married up with newly poured slabs are NOT covered under our warranty. Older slabs with surface cracks and signs of slab movement are NOT covered under our warranty.
- AutoStone will provide you the best practices solution to minimize the impact that varied slabs may have on your tile floor, but our warranty does NOT cover these conditions or conditions like said conditions identified above.

### **Curing Compounds**

Curing compounds shall not be used where an AutoStone Floor System is to be bonded directly to the surface. These surfaces shall be wet/damp cured.

Manufacturers claim some resinous concrete curing compounds and sealers have been formulated and designed to lay on the surface of the concrete, become brittle as they age, and flake off with traffic and time, leaving no residue. It is claimed that use of these types of resinous curing compounds will have no effect on the bonding organizations and the tile industry's experts indicate otherwise. These claims should not be accepted and are not accepted by AutoStone Floor Systems. There is a strong possibility that any AutoStone tile installed on these type surfaces will lose bond, produce a hollow sound and result in a cracked or broken tile. AutoStone's warranty does not cover any concrete slabs which include any such resinous concrete curing compound or sealer.

Other types of "cure and seal" curing compounds based on fluosilicates that combine chemically with the free lime in Portland cement have been declared as non-conforming with concrete curing requirements and may also cause the same problems as the resinous materials noted above.

This type of material should not be used without a full and complete tile labor and tile materials guarantee from the curing compound manufacturer as it relates to supporting your AutoStone installed floor. Use of any of these type compounds invalidates any/all AutoStone warranty coverage.

AutoStone does not warrant any substrate or self-leveling compound that is comprised of any gypsum filler or gypsum component. Any poured substrate MUST be approved by AutoStone and must be a Portland cement-based material and have NO gypsum component.

### **Acts of God and Catastrophic Events**

This warranty does NOT apply if a catastrophic event such as a flood, storm, earthquakes, fire, or other act of God which impacts building or structure in which an AutoStone Floor Systems is installed.

## **Grout and Grout Staining**

Grout staining is not warranted. AutoStone uses a grout system to resist stains but does not prohibit them. Regardless of any grout system applied included any grout that is sanded, non-sanded, epoxy based, urethane based, pre-sealed, premium pre-sealed or any grout, AutoStone does NOT warrant grout for staining, sagging, chipping, flaking, or non-performing in any way. AutoStone does NOT warrant any post-installation grout sealant product that is applied to grout joints.

AutoStone does NOT warrant issues related to efflorescence staining or heavy acidic cleaning. The only remedy or warranty related to grout is with the specific manufacturer of the grout system provided by AutoStone.

## **High-Pressure Hose and High-Water Volume Environments Are Not Warranted**

AutoStone does not recommend the use of a high-pressure hose to be used for cleaning of your tile or for use in areas where high pressure hoses are used. AutoStone does not recommend the use of any AutoStone Floor Systems in areas with high-volume water flow. AutoStone does not recommend the use of any AutoStone Floor Systems in areas with exposure to high-volume moisture, rain, snow or any weather and environmental conditions.

NOTE: climate change and the resulting changing weather patterns should be considered, measured and evaluated with a professional before using any floor surface in your design-planned facility. We recommend consulting with your architect on the building design and exposure to the elements as part of our floor surface selection.

- AutoStone does NOT warrant any installation where high-pressure spray hoses are used.
- High pressure hoses can blow grout out, high pressure can erode and dislodge thinset tile.
- No warranty is extended to any environments where high pressure hoses are used, in-use or have been used.
- AutoStone does NOT recommend the use of any of our tile systems in environments with high-volume water use.
- AutoStone does NOT warranty any installation where high volume water is used on our floor surfaces.

AutoStone reserves the right to solely make the determination on what is and is not a high-pressure hose condition.

AutoStone reserves the right to solely make the determination on what is and is not a high-water volume environment and/or condition.

## **Uncoupling Membrane Underlayment Exclusion**

AutoStone does not extend our 90-day warranty if any uncoupling underlayment is used as part of the floor system installation. Examples of uncoupling membrane products are: DITRA (Schluter), Permat (Blanke) or any similar type application.

## **100% Moisture Membrane or Waterproof Application**

AutoStone does not recommend the use of 100% coverage of a moisture membrane for any ground floor or on-grade installation. Said moisture membranes will trap and hold petroleum chemicals, including gasoline (fuels) above the substrate and in the grout lines in the tile and making the floor susceptible to catching on fire if the floor is not properly cleaned after fuel spills or similar scenarios. Tile is a stone material and will emit sparks if a chain or similar metal items is dragged over the surface. This can create a fire hazard if the dealership does not implement proper protocols to address petroleum spills, etc.

Additionally, a full moisture membrane will retain water above the moisture membrane level. Dealerships with service drive entrances, service drives exposed to the elements and workshops with vehicle entrances to the exterior which are exposed to a wider array of temperature fluctuations will experience sheering or tile delamination as a result of the use of a moisture membrane. When the moisture membrane traps the moisture in the thinset of the tile, and when the water freezes, the resulting water crystal expansion will cause the tiles to sheer from the thinset bed.

AutoStone warranty does NOT cover any installation where full a full waterproof membrane is used over the floor substrate.

### **Normal Wear and Tear**

This warranty does not apply to normal wear and tear, which are to be expected over the course of the ownership. Chips in the surface of an AutoStone tile surface is considered normal wear-and-tear. Your tile is a porcelain body tile; thus, any chip would show the same aesthetic appearance as the top of your AutoStone tile.

### **Negligence, Misuse, Vandalism, etc.**

This warranty does not cover any damage caused by negligence (intended or not), misuse of product, vandalism, act-of-malice, intended or otherwise. AutoStone is the party that has the sole discretion to determine if something is negligent, miss-use, abuse or otherwise. No other party input is measured when reviewing and determining this factor.

### **Limitations Related to Cleaning Issues:**

Customer must follow cleaning and maintenance procedures provided by AutoStone Floor Systems for the life of the product. If customer fails to clean and maintain floors as recommended by AutoStone Floor Systems, warranty is void. Please review our recommended cleaning procedures. If client has problems with cleaning aspects of their floor, they are to communicate such issues to AutoStone Floor Systems within thirty (30) days of identifying problems and concerns.

### **General Contractor Agreements**

In the case of secondary contracts signed between AutoStone Floor Systems with General Contractors and/or any clients that have conflicting language with our Warranty Agreement in a separate warranty, the lesser of the two warranty periods will be the prevailing warranty period. However, the terms of this warranty will supersede and be the only will be the only warranty coverage offered. No other warranty is offered, regardless if discussed, requested or listed in any written contract, unless a special warranty is issued by the President of Strategic Contract Brands, Inc, (dba: AutoStone Floor Systems, dba: Automotive Facilities) and it specifically is sent and lists your project and by name, contracting documents, etc.

### **Non-Payment of Contract | Deductions | Holdbacks, Denied Change Orders**

The AutoStone Floor Systems 90-day warranty is conditioned upon full payment of the original contract price and all submitted change orders from AutoStone. If the contract is not paid in full then the 90-day warranty is void.

Partial payments, reduced payments, contested and/or denied change orders (from AutoStone), non-payment of retainage, customer or GC chargebacks will nullify the 90-day warranty. Any change order submitted by AutoStone that is denied, reduced, or not paid as requested will nullify the 90-day warranty.

Additionally, if a final bill settlement is reached between AutoStone and either you or your representative (GC, etc.) that results in a crediting for work performed that is not paid for this can nullify your Warranty Agreement. Any charge back accepted by AutoStone can or will nullify your Warranty Agreement.

AutoStone will have sole discretion and the final decision as to any work performed that is not paid or change orders submitted and or chargebacks received that are NOT paid, accepted, approved or otherwise can and will nullify your Warranty Agreement.

## Warranty Repair Working Hours

AutoStone warranty only covers doing repair work on a Monday through Friday work schedule with the working hours of 8:00 am to 7:00 pm. Any work that is requested by customer to address any warranty issue outside these hours and/or days will be charged to the customer. These charges are related only to the “after-hours” or “weekend” work that is to be performed.

## Warranty Scheduling

AutoStone reserves the right to schedule your repairs based on our working schedule and at our sole discretion. Based on your dealership location, AutoStone reserves the right to schedule repairs according to the location and timing of AutoStone crews working in your area. Installation repairs are not guaranteed to be performed within any specific period from receipt and confirmation of warranty acceptance. AutoStone will do our best to implement warranty timely, but the scheduling of repairs is at AutoStone discretion. If customer requires a specific period for repairs, this service may be charged to client for this service.

## Warranty Submittal Process

For specific instructions, please see [AutoStone Filing a Valid Warranty Claim](#) document. You will find all specific and required instructions on how to file a valid warranty claim. Customer must send written notice to AutoStone Floor Systems to pursue a warranty claim. To be valid, all warranty claims of broken or cracked tiles must be reported in writing to AutoStone Floor Systems within the initial thirty (30) days of the actual occurrence - or upon actual notice of such problem. Email correspondence is considered sufficient written communication.

Please email at: [warranty@autostoneusa.com](mailto:warranty@autostoneusa.com)

## Your Requirement to Self-Identify Warranty Concern

This warranty does not extend coverage to include a site visit to diagnose your warranty claim. This warranty is dependent upon your cooperation and assistance to identify and communicate as necessary the nature and scope of your warranty submittal. See warranty submittal document for instructions on filing a valid warranty claim.

## Right to Change Warranty Agreement

AutoStone Floor Systems reserves the right to change or modify our warranty without warning at any time, as it relates to the future. This warranty (as written) will be supported based on the signed agreement by both parties. Please contact your AutoStone Floor Systems representative to confirm that you have the latest and correct warranty for AutoStone Floor System.

## Collaborative Dispute Resolution Process

AutoStone retains the sole right to determine if any issue is a warranty item based on the facts and information provided. However, should any disagreements arise, both parties agree to negotiate a resolution agreeable to both sides. If both sides are unable to negotiate a mutually beneficial resolution, both parties agree to seek mediation as a next step. If mediation fails to resolve the disagreement; both parties agree to seek binding arbitration. At all times both parties agreed to seek a collaborative dispute resolution process to resolve all disagreements. AutoStone Floor Systems will be the party responsible for determining the mediator and/or arbitrator if necessary.