



GigaCrete Inc.
7600 W Arby Avenue
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Ph – (702) 643-6363
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www.gigacrete.com

BallistiCrete Warranty

GigaCrete, Inc. warrants BallistiCrete for a specific period of time. Below is a description of the approved warranty terms for BallistiCrete® as well as the limitations and restrictions that apply. In the event of a discrepancy between the summaries contained below and the actual warranty, the terms of the actual warranty shall control.

BallistiCrete®

BallistiCrete comes with a ten (10) year warranty from the date of substantial completion of the project. The warranty provides that the materials provided by GigaCrete will be free from manufacturing defects and for a period of ten (10) years from the date of substantial completion, when installed in accordance with GigaCrete's published specifications and application instructions by a contractor who is participating in GigaCrete's Installation Management Program BallistiCrete will not lose its bond, peel, crack or flake, so long as the surface integrity of the product is maintained. BallistiCrete® must be kept moist during the installation process in order for the crystalline grown to mature and cure. BallistiCrete is an interior fire rated bullet resistant finish and should not be subjected to or immersed in water for any periods of time. The final finish may be painted, sealed or left natural. BallistiCrete may be wiped down to clean with a wetted or damp cloth. BallistiCrete is moisture activated cement and must be stored indoors away from moisture, humidity, puncture or damage to the bags. If lumps are found in a freshly opened bag, GigaCrete must be notified IMMEDIATELY.

Limitations and exclusions

The following limitations and exclusions apply to all GigaCrete Warranties:

No warranty whatsoever is made with respect to any materials other than the GigaCrete products specifically identified above, even if such other materials are used in the installation of the GigaCrete products. Further, no warranty is made whatsoever for any damages caused in whole or in part by any of the following: acts of God or natural phenomenon, such as but not limited to falling objects, fire, earthquakes, floods, tornadoes, hurricanes or pests; unusual air pollution or chemical fumes in the atmosphere; architectural, engineering, or other design deficiencies; defective or improper workmanship by the contractor in installing the GigaCrete products or failure on the part of the contractor to follow GigaCrete's current published application instructions, specifications or details; nor for other damage or injury not solely and directly caused by a failure of the GigaCrete products to perform as warranted.

The warranty shall be void, and GigaCrete will make no warranties whatsoever with respect to the GigaCrete products (i) if they are intermixed with other chemicals or materials not specifically required by GigaCrete, or if there is a substitution of any of the components included in any of the GigaCrete Systems; or (ii) if the GigaCrete products have not been paid for in full.

Except as may be specifically and expressly provided for in the written warranty, GIGACRETE SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

GigaCrete's component materials are intended for application by qualified installers as specified by qualified design professionals. GigaCrete's component materials should be installed in accordance with written specifications, instructions, details and applicable code organization evaluation reports under supervision of qualified builders, general contractors, design professionals or independent inspectors. The responsibility remains with the designer, specifier, builder, general contractor and/or installer to apply the information provided by GigaCrete properly to specific installations. GigaCrete's component materials should be installed only using suitable design and construction methods and with trade professionals trained in the art of cementitious/plaster type coatings application. The sole responsibility and liability of GigaCrete under the warranty shall be to replace the defective materials shown to be defective during the Warranty Period. GigaCrete shall not provide the labor or services necessary to undertake such repairs or replacement as it deems necessary in order to return the GigaCrete products to a commercially acceptable standard. No other expenses or charges will be permitted.

The warranty is issued to the original owner of the structure to which GigaCrete products have been incorporated and may not be transferred or assigned except to a subsequent owner of the structure upon written notice to GigaCrete and within 30 days of taking ownership. Since the goods subject to the warranty are building materials and are not intended to be sold to a consumer except as part of real estate or as a major addition thereto, the warranty does not apply to any party constituting a consumer as such term is defined by the Magnuson-Moss warranty act

The sole responsibility and liability of GigaCrete under this warranty shall be to repair or replace the BallistiCrete materials described herein shown to be defective during the warranty period. This warranty is for material only; the contractor shall warrant his workmanship separately.

GigaCrete shall not have any obligation under the warranty unless the owner notifies GigaCrete in writing at GigaCrete Inc. 7600 W Arby Ave., Las Vegas, NV 89113 within thirty (30) days of discovery of the alleged defect(s). GigaCrete shall be allowed a reasonable period of time and authorization to remove samples in order to perform any testing GigaCrete deems necessary to investigate and determine the cause of the defect. The owner shall cause temporary repairs to be made if necessary to avoid further damage until the cause of the problem is determined and permanent repair recommendations can be made.

THIS CONSTITUTES THE ENTIRE WARRANTY AGREEMENT FOR THE GIGACRETE PRODUCTS AND ITS COMPONENTS. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, GIGACRETE DOES NOT MAKE ANY OTHER WARRANTIES EXPRESSED OR IMPLIED AND GIGACRETE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The warranty shall be governed by and interpreted under the laws of the State of Nevada without reference to its choice of law provisions.



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CAUTION AND DISCLAIMER

The information below should be obvious to design professionals, contractors, builders, installers, purchasers and users of GigaCrete's materials and we ask that you please review this information and to remember the importance of sound design and construction practices, methods and materials.

GigaCrete's materials are components of construction assemblies and are not consumer products. Serious damage to GigaCrete's materials and to the buildings and building components and assemblies into which they are incorporated can result from

- (1) Improper use, application or installation,
- (2) Use as part of improperly designed or constructed assemblies or buildings or with defective adjacent materials or assemblies,
- (3) Failure to follow applicable specifications, instructions and construction details, or
- (4) Other design or construction defects, deficiencies and failures. Any resulting accumulation of water and moisture in wall assemblies may cause damage to building components including delaminating of wall coverings incorporating GigaCrete's materials, deterioration of internal wall components through corrosion of metal imbeds and mold or mildew. BallistiCrete contains water and chlorides which are known causes for corrosion. If the jobsite specification calls for no chlorides, BallistiCrete is not recommended for use unless adequate precautions of separation are specified and followed.

GigaCrete sells its materials "as is" and disclaims all liability and warranties express or implied except for explicit limited written warranties issued to building owners in accordance with GigaCrete's approved warranty program offerings from time to time.

GigaCrete undertakes no responsibility for the quality of its materials except as otherwise provided in its approved warranty program offerings.

GigaCrete assumes no responsibility that its materials will be fit for any particular purpose, except as otherwise provided in GigaCrete's approved warranty program.

GigaCrete will not be liable for any direct, incidental, consequential, or indirect damages (including lost profits) arising out of use of its materials. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

GigaCrete's component materials are intended for application by qualified installers as specified by qualified design professionals.

GigaCrete's component materials should be installed in accordance with written specifications, instructions, details and applicable code organization evaluation reports under supervision of qualified builders, general contractors, design professionals or independent inspectors. Please see the relevant guide specifications for qualification guidelines. Although every effort is made to ensure that the information is timely and correct, it is provided solely as a guide to assist the designer, specifier, builder, general contractor and/or installer. The

responsibility remains with the designer, specifier, builder, general contractor and/or installer to apply the information provided by GigaCrete properly to specific installations.

GigaCrete's component materials should be installed only using suitable design and construction methods and with non-defective properly installed and constructed adjacent materials and assemblies.

Performance of the completed building components into which GigaCrete's component materials have been installed should be verified by testing and inspection as appropriate, carried out only by qualified persons. It is the user's responsibility and obligation to provide for such inspection and testing.

GigaCrete's component materials are not designed or intended to be able to correct or prevent damage from faulty design or workmanship such as the absence or improper integration of flashing, nor are they designed or intended to correct or prevent damage from other defective components of construction that leak anywhere into the wall assembly. Flashing should always be integrated with the cladding to direct water to the exterior, not into the wall assembly, particularly at potential leak sources. The design/construction professional must take material compatibility and construction sequencing into account when designing a building exterior. Flashings, windows, roofs, doors and other building penetration and termination locations and adjacent materials should be fully evaluated, properly selected and constructed to prevent water entry into building assemblies. The accumulation of moisture behind GigaCrete's component materials may result in building damage. Qualified design and construction professionals should strictly comply with specified procedures for mixing, application and integration to avoid causing or contributing to potential water intrusion problems.

GigaCrete disclaims, and assumes no, liability for on-site inspections, for improper application, assembly, installation or use of GigaCrete's materials or any assemblies into which they are incorporated, for incorporation as part of an improperly designed or constructed building, for the nonperformance of adjacent building components or assemblies, for all on-site construction activities (being beyond GigaCrete's control), or for any damage including water or moisture intrusion or delaminating resulting in whole or in part because of any such occurrences. Before use, design professionals, owners and contractors should fully investigate GigaCrete's materials and assemblies into which they are incorporated to enable informed choices as to suitability for a particular project and proper design and implementation.

Purchasers of GigaCrete's component materials should share this Caution and Disclaimer information with purchasers or owners of buildings into which GigaCrete's materials are incorporated.

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