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## CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

Tennant Company warrants Eco-Hard-N-Seal™ to be free from defective manufacture, improper formulation, and defective ingredients. Warranty covers replacement of materials only.

Additionally, a properly-prepared and structurally-sound concrete surface treated with Eco-Hard-N-Seal™ in accordance with Tennant's directions is warranted to reduce dusting and stay hardened for a period of **twenty (20) years**. If, during the specified period, the treated surface does not retain the above properties, Tennant will replace any material used to reseal defective areas. This warranty does not cover improperly-applied Eco-Hard-N-Seal™, structural defects in the concrete, other materials that might be used for sealing purposes, or material losses of Eco-Hard-N-Seal™ resulting from chemical attack. **Warranty covers replacement of materials only.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

In no event shall Tennant or Seller be liable for any incidental, consequential, or special damages arising out of the use of Eco-Hard-N-Seal™. **THE ONLY REMEDY OF THE USER OR BUYER, AND THE ONLY LIABILITY OF TENNANT AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES, OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) SHALL BE REPLACEMENT OF THE PRODUCT OR, AT THE ELECTION OF TENNANT OR SELLER, RETURN OF THE PURCHASE PRICE.**

***No representative of Tennant has authority to give any other warranty or assume other liability.*** The presence of a Tennant employee during the application of Tennant's Eco-Hard-N-Seal™ does not extend or alter the warranty or limitations in any manner whatsoever.