

NU SURFACE

COMPREHENSIVE 5-YEAR LIMITED WARRANTY & SERVICE AGREEMENT

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## 1. INTRODUCTION

This Comprehensive 5-Year Limited Warranty & Service Agreement (“Agreement”) is made between NU Surface (“Contractor”) and the Customer (“Client”). This Agreement outlines the terms of warranty coverage, limitations, exclusions, and responsibilities related to the refinishing, restoration, and surface modification services provided by NU Surface.

By scheduling or permitting NU Surface to perform services, the Client acknowledges and agrees to the terms and conditions detailed herein. This Agreement is legally binding and enforceable without the necessity of a physical or digital signature.

## 2. LIMITED WARRANTY COVERAGE

- A. Refinishing & Restoration Services

1. Residential Refinishing: NU Surface provides a 5-Year Limited Warranty covering peeling, bubbling, cracking, or adhesion failure due to defects in workmanship or materials under normal residential use.

2. Commercial or Rental Properties: A 1-Year Limited Warranty is provided, accounting for increased use and wear.

3. Spot Repairs & Touch-Ups: Covered for 1 year, provided issues were not pre-existing or related to prior failed coatings.

### B. Step-Through Bathtub Conversion (CleanCut Installation) Services

1. Lifetime Installation Warranty: Ensures the CleanCut installation remains properly secured and fitted.

2. CleanCut Product Warranty: The product itself is covered by a one-year manufacturer’s limited warranty for material defects.

### C. Structural Modifications & Custom Surface Alterations

1. NU Surface offers a 1-Year Limited Warranty on structural modifications, countertop refinishing, and custom surface alterations, ensuring compliance with agreed specifications and quality standards.

### 3. WARRANTY EXCLUSIONS & LIMITATIONS

This Limited Warranty does not cover:

1. Normal Wear & Tear: Includes fading, minor scratches, or gradual gloss reduction over time.
2. Environmental & External Factors: Damage from excessive moisture, improper ventilation, mold, leaks, flooding, or caulking failure.
3. Dust in Finish: Minor dust particles may settle on freshly refinished surfaces and are not considered defects.
4. Pre-Existing Issues: Rust, corrosion, weak substrates, structural weaknesses, or hidden damage discovered post-service.
5. Improper Use or Maintenance: Actions voiding the warranty include:
  - Use of abrasive cleaners (e.g., Comet, Ajax, Soft Scrub, ammonia, bleach-based products).
  - Use of suction-cup bath mats, which can cause lifting or peeling.
  - Allowing pets in bathtubs, as claws can scratch or chip the surface.
  - Use of hair dyes, acetone, or harsh chemicals that cause staining or damage.
6. Customer-Applied Tape or Adhesives: Damage from masking tape, painter's tape, or adhesives peeled off after refinishing.
7. Countertops & Tile Grout: Issues like lifting of laminate, backsplash separation, or adhesion failure in recessed grout lines.
8. Structural Movement: Damage from foundation shifts, building settling, or tub flexing.
9. Plumbing Issues: Damage from old, leaking plumbing, fixture removal, or water pressure problems.
10. Failure of Previous Coatings: NU Surface is not responsible for failures related to prior coatings, DIY refinishing kits, or previous refinishing work.

11. Failure to Follow Maintenance Requirements: Issues arising from improper care, lack of maintenance, or customer negligence.

#### 4. LIABILITY DISCLAIMER

By engaging NU Surface, the Client agrees to release NU Surface from liability for:

1. Minor imperfections inherent in refinishing, such as slight texture variations and small dust particles in coatings.
2. Slips, falls, or injuries related to refinished, altered, or modified surfaces.
3. Accidental or incidental damage to surrounding areas, including walls, flooring, or adjacent fixtures during services.
4. Service delays due to material shortages, supplier issues, or scheduling conflicts.
5. Water damage, mold growth, or plumbing issues that were pre-existing or unrelated to NU Surface's work.

The Client agrees to hold NU Surface harmless from any claims, legal disputes, or liabilities resulting from:

- Failure to properly maintain caulking, grout, or refinished surfaces.
- Pre-existing structural weaknesses discovered during the refinishing or alteration process.
- Plumbing leaks, water damage, or moisture-related issues unrelated to NU Surface's services.

#### 5. CARE & MAINTENANCE REQUIREMENTS

To maintain warranty coverage, the Client must:

1. Use only non-abrasive, pH-neutral cleaners (e.g., NO bleach, ammonia, vinegar, or harsh scrubbing pads).
2. Allow proper curing time: 48 hours before use; full cure in 7 days.
3. Avoid placing heavy objects on refinished surfaces.
4. Ensure proper ventilation in bathrooms and kitchens to prevent excessive moisture buildup.
5. Replace caulking as needed to prevent water damage.

 Failure to adhere to these maintenance requirements will void the warranty.

## 6. WARRANTY CLAIMS PROCESS

To file a warranty claim, the Client must:

1. Notify NU Surface in writing within 10 days of discovering an issue.
2. Provide photos, proof of service, and a detailed written description of the problem.
3. Allow NU Surface reasonable access to inspect and determine warranty eligibility.

 If an issue is deemed non-warranty related, a repair fee will apply.

## 7. AGREEMENT TO TERMS WITHOUT SIGNATURE

By scheduling services, the Client acknowledges and agrees to all terms and conditions outlined in this Comprehensive Warranty & Service Agreement. This Agreement is legally binding without the necessity of a physical or digital signature.

## 8. GENERAL PROVISIONS

1. **Severability:** If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
3. **Modification of Terms:** NU Surface reserves the right to modify the terms of this warranty at any time. Clients will be provided with the latest version upon request.

## 9. CLIENT ACKNOWLEDGMENT

By proceeding with NU Surface services, the Client acknowledges that they have read, understood, and agreed to the terms outlined in this Agreement.