



**LEON'S
CONCRETE**

Pride In the Build'



WARRANTY DISCLOSURES

WARRANTY FOR ONE YEAR

Leon's Concrete LLC offers a Warranty for One Year to **Owner/General Contractor** for work done at **Address of project** and known as the "**Project Name**" project. The details of the work done are in the "agreement", its annexes and other details that are found in the document signed on **Contract Date** and that includes the orders of changes agreed by the parties and that were defined and effected in the project development process. From the signing of this Warranty Disclosure the project is Warranty:

1. **Definitions:** "Other exterior concrete" includes patios, sidewalks, and other exterior flat work. "Major Cracking" means cracks wider than ¼ inch that: *in total length, are more than 30% of the length of all of the joints in your driveway or other exterior concrete; or * in any parcel, the total length is more than 30% of the perimeter length of the panel. "Major Scaling and Spalling" means any substantial surface disintegration that occurs at the surface of the driveway or other exterior concrete that covers more than: *20% of the surface area of your driveway or other exterior concrete; or *25% of any panel of your driveway or other exterior concrete. "Major Pop out" means more than 50 conical breakouts per 100 square feet in the concrete surface from fractured pieces of aggregate.

2. **Exclusions:** This extended warranty does not apply to damages resulting from; abuse of the surface where the work of Leon's Concrete took place; fire, flood, earthquake, defective surface or other act of God; altering of nearby areas; growth of trees (including roots) or plants near the roadway; Scales, chips, or pop-ups other than scales, chips, or pop-ups; use of the surface where the concrete was poured during the 7-day period after work; Cracks other than major cracks; discoloration or spots; any settlement or change in the installation or repair of utility trenches near your driveway or any other exterior concrete. In addition, the uniformity in color of a roadway or other exterior concrete may vary within the same spill or when repaired or replaced. This warranty will not guarantee uniformity in color.
Within this category are the works that have been carried out at the express request of the contractor (or owner), and that Leon's Concrete LLC has indicated in writing, the inconvenience of executing them.

3. **Warranty use process:** A. If you believe that your concrete presents problems, you must notify these problems in writing. IF YOU DO NOT NOTIFY THEM WITHIN 90 DAYS AFTER DISCOVERING THE PROBLEM, YOUR WARRANTY WAS VOIDED.



A. *Inspection:* Once Leon's Concrete LLC receives the notification, we will inspect within 30 days of your notification, to determine if there have been significant cracks, scales and significant landslides, or if large breaks have occurred due to materials or defective workmanship.

B. *Report:* Once Leon's Concrete LLC has carried out the inspection (B), we will send you a report that our decision.

The report can have 3 options:

Option 1 Repair or replacement by Leon's Concrete LLC: Leon's Concrete LLC will begin to make the necessary repairs, according to the report it previously sent. Coordinate with the owner the process to make such repairs.

Option 2 Repair with cost: it will be one in which the warranty does not cover 100% of the cost of the repair.

Option 3 No repair: Leon's Concrete LLC will send in writing, in detail, the reason for not making the requested repair.

Arbitration: Any controversy or claim arising out of or related to Warranty's decision report will be resolved through arbitration in Houston, Harris County, Texas, in accordance with the Rules of the American Arbitration Association, and the judgment on the award. issued by the arbitrator may appear in any court having jurisdiction thereof. The decision (s) of the arbitrator, which will be selected by the Company with the consent of the Contractor (such consent will not be unreasonably withheld), will be final, conclusive and binding on the parties. If either party files an arbitration, lawsuit or action that arises or is related to this Agreement, the prevailing party or parties will have the right to recover costs and fees (including, among others, reasonable attorney fees, fees and expert costs and consultants, copying, messaging and telecommunications costs, and deposit costs and all other discovery costs) incurred by said party or parties in said arbitration, lawsuit or action, or in the compilation or execution of any judgment or award issued or cast in such suit or stock.

4. **No Other Warranties:** There are no other warranties, express or implied, regarding the concrete work performed by Leon's Concrete LLC.

5. **Transfer:** You may assign this Agreement once, within the period already stipulated, to any buyer who purchases the property in which your entry or other exterior concrete is located. However, the buyer who purchases the property containing the work performed by Leon's Concrete LLC, will assume this Agreement subject to its previous actions or omissions, and will have no greater rights than it would have had under the Agreement if it had not sold the property on which the work is located. This warranty is not assignable to any third party or subsequent purchaser or to any other party.



CUSTOMER CARE

WHAT SHOULD NOT BE DONE:

- 1) Do not drive on "new" concrete for at least 14 days.
- 2) Do not allow water to drain under the slab as this may cause cracks in the settlement.

CONCRETE DECORATIVE CLOSURE:

It is important to note that we do not guarantee sealant related failures. Surface maintenance is beyond our control, since heavy traffic, heavy use and severe weather can negatively influence sealant performance. The care and maintenance of decorative concrete is the sole responsibility of the owner.

How often you need to reseal your concrete will depend on the area's exposure to cars, pedestrian traffic, and any chemicals that decorative concrete is exposed to, such as chlorine, salt water, stabilizer, and the like. We strongly recommend that stamped concrete projects be kept clean and sealed every two years or as needed. The longer you wait, the more likely you are to notice the surface color fade slightly. Maintaining a new layer of sealant will protect and keep the color as vibrant as the day it was installed. However, keep in mind that too much sealer can cause many other problems, the most common is whitening.

RESISTANCE TEST: To determine if you need to reseal the concrete, spray water on the concrete surface. If the water is absorbed and makes the surface noticeably darker, the sealer has worn out and resealing the project will restore its original beauty. If the water is not absorbed and the beads are on the surface, the concrete must still be protected and probably does not require additional sealing.

INFORMATION FOR CUSTOMER

At Leon's Concrete LLC all work will be completed in a substantial and professional manner in accordance with standard practices. All of our employees are trained to prepare, install, place, and finish concrete to the highest industry standards. However, all our concrete work is created by humans and even under the closest possible supervision, small imperfections can and are expected. Despite the skills of our workmanship, the quality of our materials, and the strength and durability of concrete, our product is not without inherent defects. The information that follows details some of the common problems you can expect when working with concrete and offers suggestions on use and care that the customer should consider. If we are faced with a problem that exceeds the regular industry standard, we can repair or replace it, as determined by the exclusive criteria of Leon's Concrete LLC. Notice is given that it is promised that all repairs will return the item to its construction integrity, not its construction appearance. There is no express / implied warranty regarding repair cosmetics. The appearance of the subject will be considered secondary to its functionality and long-term durability.



Concrete can be damaged by many factors beyond the control of Leon LLC Concrete LLC. Damage caused by wear, temperature changes, chemicals, equipment, vehicles, and other things is beyond the control of Leon's Concrete LLC and is not covered by this Limited Warranty. Leon's Concrete LLC is not responsible for repair conditions caused by misuse or abuse, settlement on the ground, winter conditions, accidents or acts of God.

This warranty does not apply to any construction work that has been subjected to an accident, misuse and / or abuse, nor does it apply to any construction work that has been modified, altered, defaced and / or has been repaired / attempted by The owner or others.

This Limited Warranty expires One year after the project completion date.

1.- CRACKS: Concrete CRACKS. We don't like it either, but it could happen, so we CANNOT guarantee that the concrete will not crack, even though all precautions have been taken. If a crack appears, we can help prevent new cracks. The industry standard for the repair or replacement of cracked concrete is greater than ¼ "of an inch's displacement, either in height or space. Cracks that exceed ¼" in height or space may justify repair or replacement. If we determine that repair or replacement is required, we will replace or repair only the affected area. Repairing concrete cracks with caulking or mortar will be considered an acceptable form of repair. PLEASE NOTE: Superficial or fine cracks may not be covered. Top layers and existing concrete covers are NOT covered.

2.- ESCAPE or COATING: Although the concrete is very durable, it is not always the case. Bad weather can cause the surface of your concrete to come off. A stone or stones near the surface may be exposed, but such exposure will NOT compromise the integrity of the slab. We cannot guarantee any damage caused by bad weather, as Mother Nature always has the advantage over us. The industry standard for repair or replacement of concrete flakes or bursts is a minimum of 20% of the total work area affected. Depending on the problem, we can guarantee the repair of the peeling or the bursting of the concrete if 20% or more of the total work area is affected. If repair or replacement is required, we will repair or replace only the affected area.

3.- DISCOLORATION: It is NOT possible to match the color of your existing sidewalk, driveway, paving, etc. Sometimes different pours on larger jobs are subject to variation in color. Color variations are minor and may fade within time. If you are considering replacing only a section or sections of an existing driveway, patio or sidewalk, please be aware that a color difference is very likely (newly poured section vs. older section). It may be very noticeable and may take years to blend together. Leon's Concrete LLC can make no warranty that our work will match your existing product.

Despite our best efforts, minor discoloration can still occur. There are a variety of different factors (such as: variations in slump, cement type/brand, finished texture, timing of operations, the curing process, choice of release agents, surface treatments, humidity and other weather conditions, age of concrete, etc.) that can and may produce distinct variations in color appearance. Color variation is not covered by this warranty.



4.- CHANGES AND SURFACE CONDITIONING: It is common for driveways, sidewalks, porches, patios and garage floors to have some cracks or changes over time. This is not necessarily a sign of bad workmanship. There is no way to prevent low-grade settling, underground root growth, or shrinkage of underground layers. We CANNOT Warranty the establishment of the Warranty because the undergraduate level is beyond our control.

5.- FINISHES: Interior surfaces are generally finished smooth. A smooth finish allows for easy maintenance. Please be aware that smooth finishes are VERY slippery when wet. Exterior concrete such as walks, and driveways are broom finished. A broom finish is less slippery and designed to be walked upon even when wet. Stamped surfaces and stained surfaces are sealed to help maintain the beautiful characteristics of the color and design. The sealer used will cause a slippery surface when wet.

IN WITNESS WHEREOF, this parties hereto have executed on the _____, 2020.

This warranty will be effective _____

OWNER/CONTRACTOR
Owner Name/Company Name

SUBCONTRACTOR
LEON'S CONCRETE LLC

By: _____

By: _____

Title _____

Title: _____

Date: _____

Date: _____