

## Warranty

### Institutional, Commercial and Industrial Masonry and Landscaping

Permacon's warranty applies to landscaping and masonry products including Suretouch intended for institutional, commercial and industrial use<sup>1</sup>. This warranty statement affirms that products manufactured by Permacon meet the requirements of the Canadian Standard Association (CSA) and American Society for Testing and Materials (ASTM).

Permacon guarantees that, as of the date of delivery, our concrete products are free from manufacturing defects. Provided the conditions set forth below are met, Permacon guarantees the structural integrity of the concrete in its landscaping products for a period of 5 years from the date of purchase of the product. The masonry products will be guaranteed for a period of 50 years. The warranty applies to normal, non-abusive use of the product.

IN ALL CASES DETAILED BELOW, THE WARRANTY IS LIMITED TO THE PRODUCTS' MARKET VALUE.

#### How do I make a claim?



[permacon.ca/en/warranty/](https://permacon.ca/en/warranty/)



Proof of purchase will be required to proceed with a claim request. No claims will be accepted without proof of purchase.<sup>2</sup>

All claims must be reported within 15 days of the discovery of a product's defect. To validate a claim, a Permacon representative will arrive to inspect the defective products in order to confirm whether the claim is admissible. Therefore, it is essential to provide Permacon with the necessary access to inspect and take photos of the products in question.

This warranty is the only one that is presently offered. Because Permacon continually improves and modifies its products, it may alter and discontinue products at any time, and therefore may replace warranty-covered products with products of similar quality or offer monetary compensation if the products under warranty have been discontinued or are no longer on the market while the warranty is active.

In the event that a product is found to be non-conforming by Permacon or an authorized representative of the company, and in order to proceed with compensation, Permacon will take into account the number of months during which the

landscaping or masonry products were in the possession of the owner or their contractor, up to the date of the claim, and will prorate the amount of the payment or replacement to be made accordingly.

For example: if the purchaser makes a warranty claim in the last month of the 2nd year of the warranty (i.e., the 24th month), the manufacturer, at its sole discretion, shall either :

- Provide a replacement for the product in question if still available (only the defective product will be replaced);
- Return 36/60 of the price paid for the products to the owner. No labor, transportation, or other compensation costs will be covered by Permacon.

#### Transferability

The warranty is transferable. Proof of warranty registration will still be required in the event of a claim. The prorated period will be based on the warranty period remaining as an assignee, if the purchaser transfers the limited warranty to a subsequent owner, as described above.

<sup>1</sup> The following areas are defined as institutional, commercial and industrial: public areas, businesses, family dwelling of six units or more, and all other non-residential areas

<sup>2</sup> The following documents are considered valid proof of purchase: an invoice from an authorized Permacon distributor or an invoice from a landscape contractor, general contractor, or mason

### Exclusions

A landscaping or masonry product installed on an area of more than **100 square feet** confirms the acceptance of the product received on site and that no claim can be made to Permacon regarding the colour, size, or texture of the product.

This limited warranty excludes all products not supplied by Permacon, as well as any defects, failures, or damages that may result from the actions listed below:

- Contact with chemicals or cleaning products;
- Damage caused by pressure washers;
- Improper installation or other construction activities that do not comply with the installation standards established by ICPI, NCMA or IMQ, the National Building Code or the installation methods and tips recommended by Permacon. The installation guides provided by Permacon represent certain installation situations and are not exhaustive. It is therefore strongly recommended that you consult a qualified professional to ensure the proper installation of Permacon products on a specific job site;
- Defective design or construction resulting in sagging, shifting, or failure;
- Breakage due to shock, impact, or excessive load during handling, use, or transportation;
- Natural disaster or other uncontrollable event;
- Breakage and damage to products caused by soil movement or building movement as well as misuse of construction, compaction, or snow removal equipment. The warranty does not cover surface deterioration caused by the misuse of sodium chloride (NaCl) to de-ice pavers, slabs, or steps;
- The use of sodium chloride (NaCl) on the following products:
  - Step Valentia;
  - Valentia Block;
- Be.OnStone, Mirage and Techniseal products sold by Permacon.

### Installation

When installing masonry products, it is vital that the work be cleaned to remove residue and contaminants left on the stone or brick. Permacon accepts no responsibility for stains and colour changes caused by installation residue or the consequences of cleaning said residue.

**Our Preventive Maintenance Guide for Concrete Landscaping Products** is available on our website [permacon.ca](http://permacon.ca)

### Colour

**The presence of natural ingredients used in the manufacturing process varies from one product to another. Therefore, the product received on the job site will not be completely identical to the products presented in our commercial presentations (catalogs, samples, displays). Any difference in colour cannot be attributed to the guarantee.**

Photos of our products in landscape and masonry brochures, as well as in displays such as masonry panels and landscape racks at our distributors, are not an exact representation of the products that will be delivered to the job site. Permacon offers a variety of products with different colours to reproduce the appearance of natural stone. It is therefore strongly recommended that you view several products directly from your authorized Permacon distributor to see all available colours.

**It is the purchaser's responsibility to approve the products delivered to the job site prior to installation and to ensure that the colour is satisfactory. It is also recommended to mix products from different pallets received on site. Since variations in colour shades are a natural phenomenon, Permacon does not guarantee colour uniformity between different pallets on the same job site. Product installation constitutes acceptance.**

### Polymeric film

A whitish polymeric film can be found on the surface of our products. This is the result of an inadequate use of polymeric sand. Improper cleaning of slabs and pavers prior to the application of water on the products' surface can cause this whitish polymeric film. This film does not affect the structural integrity of the product. Permacon cannot be held responsible for this phenomenon, which is not covered by the warranty.

### Efflorescence

White traces on the surface of the product are caused by a natural phenomenon called efflorescence. More visible on darker products, efflorescence affects neither the intrinsic technical qualities nor the structural integrity of our products. The possible appearance of efflorescence cannot be the subject of any guarantee on our part. In most cases, efflorescence disappears by itself over time.