



We at 30-30 Concrete, Inc. try very hard to ensure that you will have excellent and long lasting concrete flatwork inside and around your home for many years to come. Each of our forepersons and workers is trained to place and finish concrete to the highest of industry standards. We also work hand-in-hand with our concrete producers to provide you with the highest quality materials.

It is our policy to offer a one year workmanship warranty for no additional cost. The warranty, what you should expect from your concrete, and how to care for your concrete is detailed below.

### **THINGS TO KEEP IN MIND**

#### **Cracks**

Concrete cracks. Nobody likes it, but it is bound to happen. This is why we install control joints where the concrete is most likely to crack. If the concrete cracks in the control joint, this is exactly what we hoped for.

Typically, concrete cracks very soon after it is poured, often the same day. We do everything we can to control cracking, but there is no guarantee that concrete will not crack in other places.

#### **Surface**

A common misconception is that a driveway, porch, or sidewalk's surface will last and hold like a basement floor. Unfortunately, this is not true. Unlike basement concrete, exterior concrete (in Minnesota, particularly) is subjected to inclement weather and heavy vehicle traffic, both of which impact the concrete's durability.

While concrete is a very durable product, like anything else, it is not without its flaws. Sometimes the top of the concrete may appear to be popping or flaking off. If this is minimal (a few here or there), it is quite possible that a stone or two close to the surface popped out. This is nothing to worry about. However, if you experience a lot of popping and flaking of the surface (more than 25%), you may have a legitimate problem.

#### **Discoloration**

Another common misconception is that the color of the concrete throughout a job will be a perfect match. Not so. It is impossible to match the exact color of your porch to your sidewalk or to your driveway. Sometimes different areas of your driveway may not match exactly, since most driveways need two or more loads of concrete. This is especially true if concrete placements are made on different days. Most color variations are minor and will fade over time, but they can and do occur. Please remember that if you have one or two squares of your driveway replaced later

due to popping, the resulting and unavoidable mismatch in color might be more noticeable than the pops were.

### **Shifting**

Most driveways and some garage floors will experience some shifting (separation or height difference) over time. If you notice that your driveway or garage floor moves a little, or sounds hollow when you drive on it, don't worry, especially if there are no cracks present. If your home has a patio or lead walk, it is very possible that it will settle somewhat. We compact the base underneath, but even so, there is no guarantee it will not settle because the sub grade under the base is something beyond our control.

### **Texture**

It is possible that your neighbor's concrete may appear to have a different texture or finish on it; this is very common and is no cause for concern.

### **Hollow-Sounding Concrete**

This is most noticeable under basement floors. If you take a hammer and tap in different areas, you may hear different sounds; some places may even sound hollow. These different sounds are often the result of the placement of plumbing pipes or the footings under the floor. A typical basement floor is 3.5" deep, while the footings in the floor are usually 11"–12" thick. As a result of the pipes and footings in your floor, the density of the concrete making up your floor may vary considerably. These variations in density are usually the cause of the "hollow-sounding" floor.

## **CARING FOR YOUR CONCRETE**

- Do not drive on the "new" concrete for at least 7 days.
- Do not allow water to drain beneath the slab: settlement cracks may develop.
- Do not apply deicing chemicals like salt for snow and ice removal. As an alternative, sand can be used for traction.
- Never use deicers containing ammonium sulfate or ammonium nitrate (i.e. fertilizers). These products aggressively attack concrete.
- Apply a good quality sealer twice: once as soon as possible after the concrete is poured and once again approximately a month later. Contact 30-30, local Ready Mix producer or building supply store to purchase a concrete sealer.
- Follow the manufacturer's instructions for sealer application.
- We recommend you re-apply sealer every year.
- For stain removal, do not use harsh acids. Use a product specifically designed for the stain in question and for use on concrete.

## **LIMITED WARRANTY**

1. **WARRANTY.** 30-30 Concrete, Inc. (“30-30”) warrants to the customer named below (“Customer”) that for one (1) year, commencing on the date of completion identified below (the “Commencement Date”), that the concrete poured and installed by 30-30 (the “Work”) will be free of any Substantial Defects in the Work due to defective workmanship (the “Warranty”). “Substantial Defects” means: (a) a crack wider than ¼ inch that: (i) extends more than thirty percent (30%) of the length of the longest joints in the Work; or (ii) extends more than thirty percent (30%) of the perimeter length in any panel of the Work; (b) substantial surface disintegration that covers more than: (i) fifteen percent (15%) of the surface area of the Work; or (ii) twenty-five percent (25%) of the surface area in any panel of the Work; or (c) more than fifty (50) conical breakouts per one hundred (100) square feet in the Work’s surface from fractured pieces of aggregate.
  
2. **LIMITATIONS ON WARRANTY.** 30-30 cannot and does not guarantee uniformity of color in the Work. The Warranty does not apply to any defects other than Substantial Defects. In addition, the Warranty does not apply to damage resulting from the following:
  - a. Use of the Work for any purpose other than common residential purposes;
  - b. Fire, flood, earthquake, defective subsurface, or acts of God;
  - c. Water drainage or runoff;
  - d. Exposure to deicing or other chemicals on the Work, including, but not limited to damage from exposure to salt, ammonium sulfate, or ammonium nitrate;
  - e. Exposure to acids;
  - f. The growth of plants (including trees and roots) near the Work;
  - g. Contact between the Work and vehicles, foreign objects, animals or persons during the fourteen (14) day period following the Commencement Date;
  - h. Settlement or shifting caused by installation or repair of utility trenches near the Work; or
  - i. Any Work completed after September 30.
  
3. **TERMS & CONDITIONS.** Customer must provide 30-30 with written notice (“Notice”) of any Substantial Defect to be repaired under this Warranty within ten (10) days of Customer’s discovery of the Substantial Defect. Customer’s failure to provide the Notice VOIDS this Warranty with respect to that Substantial Defect. Substantial Defects to be repaired under this Warranty must be repaired by 30-30 only. With the sole exception of applying sealer to the Work, the manipulation of the Work by any person or entity other than 30-30 without 30-30’s prior written consent VOIDS this Warranty. This Warranty is non-transferable. In addition, this Warranty is only effective if:
  - a. Customer has paid for the project in full and in accordance with any corresponding service contract, whether that contract is written or oral;

- b. This Warranty is signed and dated by an authorized representative of 30-30; and
- c. Customer applied a quality sealer to the Work at least twice: once within seven (7) days of the completion of the Work and once at least twenty-eight (28) days after the completion of the Work, but before thirty-five (35) days after the completion of the work.

4. **REPAIR.** Provided Customer complies with all the terms and conditions herein, 30-30 will repair or replace, at no cost to Customer, any Substantial Defects in the Work caused by defective workmanship, occurring within one (1) year of the Commencement Date. The determination of whether to repair or replace the Work shall be made in the sole discretion of 30-30.
5. **DISPUTE RESOLUTION.** As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Warranty, Customer may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each 30-30 and Customer hereby consents to any such disputes being so resolved. Any such arbitration shall occur in Minnesota. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. A demand for arbitration relating to this Warranty must be filed within six (6) months of the Customer's discovery of the alleged defect.
6. **LIMITATION OF LIABILITY.** Customer acknowledges that 30-30's liability under this Warranty, whether in contract or tort or otherwise, will not exceed the return of the amount paid to 30-30 by Customer under the corresponding service contract. Under no circumstances will 30-30 be liable for special, punitive, exemplary, indirect, or consequential damages.
7. **NO OTHER WARRANTIES.** Other than this Warranty, there are no other warranties, express or implied, concerning the Work.

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Job Number: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of 30-30 representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of 30-30 representative: \_\_\_\_\_