



LIMITED WARRANTY DOCUMENT

MAX PROTECTION™
PROGRAM

LIMITED WARRANTY DOCUMENT

1. **Introduction**
 - Manufacturing and Distribution
 - Purpose of the Max Protection Program
2. **Terms of Acceptance and Limited Warranty Conditions**
 - Product Suitability
 - Support Contact
3. **Limited Performance Warranty**
 - Warranty Validity Conditions
 - User Responsibilities
4. **Exclusions and Loss of Limited Warranty**
 - Natural Stone Characteristics
 - Inadequate Application and Maintenance
 - Physical Damage and Uncovered Stains
5. **Responsibility**
 - Limitation of Conditions and Warranties
6. **Limited Warranty Claims**
 - Notification Procedure
 - Inspection and Damage Assessment
7. **Final Provisions**
 - Limitation of Warranty to Staining
8. **Note**
 - Limitations of Waterproofing
 - Cleaning and Maintenance Guidelines

The products of the MAX PROTECTION program are manufactured by **TDS Company and Indústria Química Eireli (INNOVARE CHEMICALS)**, imported and distributed by **SMART CHEMICALS CORPORATION**.

Manufactured by: TDS Company and Chemical Industry
Hwy. Gumercindo Moura Nunes, N° 1A, Hangar 1 Village da Luz,
Cachoeiro de Itapemirim-ES, Brazil
Zip Code: 29.306-362

Imported and distributed by: Smart Chemicals Corporation
806 Verona Street, Suite 1
Kissimmee, FL. US 24741

1. The Max Protection program was designed with high-end chemical nano technology, specifically developed for the protection of natural stone surfaces, increasing safety and protection against stains caused by drinks and household foods commonly handled on a daily basis, namely: water, coffee, red wine, olive oil, vinegar and grape juice. By Product and Limited Warranty Duration it is understood the period indicated below for the waterproofing product that composes the Max Protection program, which is:

• **Max Protection Plus - with 15 year limited warranty.**

SMART CHEMICALS' obligation during said period will be to replace the defective product under the terms and conditions indicated here, with the same characteristics (type of material, thickness, etc.) with which the product was purchased by the customer, except for the impossibility of being discontinued, being replaced by the most similar product at that time. The natural stone slabs that are part of the **Max Protection** program will be identified with the program's logo on the entire back.

2. ACCEPTANCE FORM AND LIMITED WARRANTY CONDITIONS.

Before applying the waterproofing agent, the buyer must certify that the product is suitable for the intended use, following the instructions for use and the MSDS safety data sheet, which must be consulted on the website

www.maxprotectionprogram.com. If you have any questions, please contact us via email **contact@smartchemicals-corp.com** or by phone at **+1 407 845 9887**.

3. MAX PROTECTION PROGRAM PRODUCT'S LIMITED PERFORMANCE WARRANTY WILL ONLY BE VALID WHEN:

- 3.1 Buying the **Max Protection Plus** product through an authorized distributor and register the limited warranty on the website **www.maxprotectionprogram.com**. The product is applied according to the instructions for use contained on the Product label, as well as on the website **www.maxprotectionprogram.com**;
- 3.2 Surfaces attacked by staining agents are cleaned immediately to minimize absorption;
- 3.3 Cleaning surfaces or waterproofed areas is done using neutral detergent and water;
- 3.4 **MANDATORY** regular maintenance of surfaces or waterproofed areas with reapplication of the product is carried out within a period of up to 12 (twelve) months (from the date of the first application), in accordance with the guidelines set out in item 2.1 of this form;
- 3.5 Considering the provisions of item 1, the application and/or adequacy of the Max Protection Plus

product are the sole responsibility of the product User and/or Buyer, so that the distributor (**SMART CHEMICALS CORPORATION**) and its authorized distributors, as well as the product manufacturer (**TDS COMPANY and INDÚSTRIA QUÍMICA EIRELI**), will not be responsible for any injuries or damages arising from omission, negligence, misuse or malpractice;

3.6 Is up to the product Buyer or User to correctly follow the Instructions for Use and Application Instructions contained in the label and technical data sheet, available on the website

www.maxprotectionprogram.com.

3.7 **SMART CHEMICALS CORPORATION** guarantees that the Product supplied complies with the provisions of current legislation, in accordance with **Federal Drug Administration Act and Consumer Product Safety Act (15 U.S. Code, Chapter 47)**:

"The product complies with the requirements set forth in the "Consumer Product Safety Act", having adopted the measures set out in the "Consumer Product Safety Act": paragraph 2054 (Product safety information and research); paragraph 2055 (Public disclosure of information); paragraph 2055a. (Publicly available consumer product safety information database); paragraph 2056 (Consumer product safety standards); paragraph 2058 (Procedure for consumer product safety rules); paragraph 2063 (Product certification and labeling); paragraph 2064 (Substantial product hazards), and paragraph 2065 (Inspection and recordkeeping)." (inspection and record keeping).

4. EXCLUSIONS AND LOSS OF LIMITED WARRANTY

- 4.1 Variations due to the natural characteristics of the stone itself, including changes in color, texture and structure, such as: presence of veins; fissures and micro fissures; cracks; intrusions; density and; any element inherent in natural stone;
- 4.2 Inappropriate application or use of the Max Protection Plus product that does not comply with the instructions contained on its labels, as well as on the website **www.maxprotectionprogram.com**;
- 4.3 Absence or deficiency in maintenance, in addition to the improper use of household products that may cause physical damage to the stone surface, such as sharp objects and steel wool;
- 4.4 Stains caused by drinks and domestic foods other than those commonly used on a day-to-day basis, namely: water; coffee; Red wine; oil; vinegar and; grape juice;
- 4.5 Defects and damage resulting from improper use of the surface of natural stones;
- 4.6 Any damage resulting from failure to maintain/clean the stone surface in non-compliance with items 1.1.3 and 1.1.4;
- 4.7 Items that could influence or cause damage to the surface of natural stone, including but not

limited to abuse, neglect, falling objects, fire, natural disaster, exposure to extreme heat or accident.

5. RESPONSIBILITY

5.1 All other conditions and limited warranties of any kind in relation to the **Max Protection** program product are excluded to the maximum extent permitted by law, being limited to the terms and hypotheses of coverage provided herein.

6. LIMITED WARRANTY CLAIMS

6.1 The Buyer must notify **Smart Chemicals Corporation** by e-mail (contact@smartchemicals-corp.com) within a period of up to 15 (fifteen) days after the occurrence of the stain, attaching the limited warranty certificate to the e-mail;

6.2 The distributor (**SMART CHEMICALS**) will contact the insurer contracted by him, which will designate a specialized agent to verify whether the damage occurred due to the defect or vice of the product, as well as whether the requirements set forth in this term were met, in order to that the consumer has the damage repaired.

7. FINAL PROVISIONS

7.1 The warranty mentioned above is limited to the staining of natural stone surfaces that are part of the max protection program and disclaims all other warranties, express or implied, to the fullest extent of the law.

8. NOTE

8.1 Waterproofing does not prevent surface corrosion or wear, but maximizes protection against stains by absorbing liquids. In some types of natural stones there may be a slight change in the color of materials. The product's degradation is accelerated in the presence of strong alkalis, such as sodium hypochlorite (chlorine), caustic soda and bleach. Therefore, we recommend the use of water and neutral detergent for cleaning and maintenance of waterproofed surfaces.

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