

# Limited Product Warranty – Complete Protection (“CP”)

CreteDefender, Inc. (“CreteDefender”) warrants CreteDefender Complete Protection (“CP”) to be free from material defects and conforms to formulation standards and proportions for a period of 24 months (2 years) from the date of purchase. Should CreteDefender CP have a proven material defect, CreteDefender, Inc. will replace the defective product at its own expense.

CreteDefender further warrants that concrete and pavers exposed to the weather treated with CreteDefender CP in strict accordance with the manufacturer’s directions (“Covered Substrate”) will repel water for a period of five (5) years under normal weather exposure (“Water Repellency Warranty”). Repellency is defined for warranty purposes as occurring when water is not soaking in. Whether or not it is soaking in may be determined by comparing the shade of treated vs. untreated concrete in the same customer location. The untreated substrate will be darker. Initially, the Covered Substrate will experience a “beading effect” from the CP. Over time, the CP will make water “sheet” instead of “bead” on the substrate surface.

If, after properly applied to a Covered Substrate, the Covered Substrate absorbs water to the same degree as if the Covered Substrate were not treated with CP, as evidenced by it darkening when wet relative to untreated substrate, under the Water Repellency Warranty CreteDefender, Inc. will supply at its own expense and discretion either sufficient CreteDefender CP to re-treat the affected area or a refund of the original purchase price of the product quantity needed to cover the affected area, not including shipping costs.

CreteDefender further warrants that a Covered Substrate that is also a Suitable Concrete Surface exposed to the weather and treated with CreteDefender CP in strict accordance with the manufacturer’s directions and applied by or under supervision of a certified CreteDefender installer will remain free from damage due to salts and freeze/thaw cycles for a period of five (5) years on commercial and industrial applications (the “Damage Warranty”), with Exceptions as stated below in the Warranty Exclusions section.

A “Suitable Concrete Surface” is defined as a Covered Substrate that is structurally sound, properly designed portland cement-based concrete with a maximum water to cement ratio of .5:1, a compressive strength of at least 4,000 psi, that was properly consolidated during placement, and that was properly placed (poured) and finished according to the United States National Ready Mix Concrete Association guidelines for placing and finishing concrete (<http://www.nrmca.org/aboutconcrete/cips/14p.pdf>). CreteDefender CP may extend the life of other forms of concrete, including pavers, concrete block, cement plaster and fiber cement, but the Damage Warranty does not apply for those uses.

If, after properly applied to a Suitable Concrete Surface, the exterior treated surface displays spalling, pitting, and delamination due to salts or freeze/thaw cycles, CreteDefender, Inc. will supply at its own expense and discretion either sufficient CreteDefender CP to re-treat the affected area or a refund of the original purchase price of the product quantity needed to cover the affected area, not including shipping costs.

### **Remedies**

Remedies under this warranty, both the Water Repellency Warranty and Damage Warranty (collectively this "CreteDefender Warranty"), are limited to replacement of the CreteDefender material proven to be defective, or to a refund of or replacement of the CreteDefender material needed to treat the affected area (control joint to control joint) only, excluding the original shipping and handling expense, if any, and do not extend to any surface or structure, including replacing concrete or pavers, to which the product was applied or to the labor costs involved in application or remediation. CreteDefender, Inc. will not be responsible for the cost of removal, installation or re-installation of any products or items supplied by third parties, where such removal, installation or re-installation is required to remedy Covered Substrate under the CreteDefender Warranty. The decision as to appropriate remedy is at CreteDefender, Inc.'s sole discretion. When CP is applied to Covered Substrates more than 6 months old, photographic, time-stamped documentation must be provided for any treated area for which a warranty claim is submitted showing the condition of the concrete just prior to when CP was applied, with an emphasis on showing the Suitable Concrete Surface was prepared properly.

Satisfactory results depend not only upon quality products but also upon many factors related to the quality of the concrete being treated that are beyond the manufacturer's control. Therefore, except for such product cost refund or product replacement, CRETEDEFENDER, INC. MAKES NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, AND THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. CreteDefender, Inc. shall have no other liabilities, including but not limited to incidental, resultant, or consequential damages, or third parties' rights, with respect thereto. User shall determine the suitability of the products for the intended use and assumes all risks and liability in connection therewith. . This warranty may not be modified or extended by representatives of CreteDefender, Inc., its distributors or resellers.

### **Warranty Exclusions**

Exceptions: This CreteDefender Warranty does not apply and will be voided if:

- CreteDefender CP is improperly applied
- The Covered Substrate was previously sealed or coated
- Loss of water repellency of the concrete or damage to the concrete on which CreteDefender CP is applied occurs due to:

- structural damage (cracking, shrinkage cracking, heaving, sinking, mechanical damage, abuse or damage from falling objects)
- poor workmanship
- improper design
- exposure to acids or alkalis (pH less than 5 and more than 10)
- storage of chemicals (including salt storage)
- cleaning with sulfates or hydroxides
- pressure washing at higher than 1,500 psi (including but not limited to etching or scarring from improper pressure washing)
- excessive chloride ion content in the substrate prior to application of CP, reinforcing steel corrosion beginning or in existence prior to sealer application
- failure to perform mechanical scarification, adequate pressure washing, or chemical etching on the Covered Substrate prior to application if the Covered Substrate was 6 months old or older, or dirty, grimy, or had petrochemical residue
- failure or inadequate quality of other materials used in the project, including the concrete being treated, or
- improper storage of CP before application.

### **Warranty Claims**

All claims must be received in writing within 90 days from the date of discovery of the damage or loss of water repellency, and must include documentation that the loss of water repellency occurred during the applicable warranty period. To be considered eligible for warranty, concrete must have been damaged or lost water repellency at least 1% of the surface area inside a control joint area, e.g. at least 100 square centimeters in a 1 square meter area. For Damage Warranty claims stating CreteDefender CP did not properly protect the concrete during the warranty period, **petrographic analysis (of a core sample) conducted by an analyst approved by CreteDefender, Inc., and paid for by the claimant, must accompany the claim** showing that the concrete was structurally sound, properly consolidated, met specifications of the installation project (including air entrainment quantities and spacing, if air entrainment was used); that finishing was performed properly and did not entrap air near the surface of the concrete; that the concrete is at least 4,000 psi, and that water to cement ratios were within the range of .36:1 – .5:1.

To be covered under the CreteDefender Warranty, CreteDefender CP must be applied before the end of the 24-month shelf life.