

Limited Product Warranty – Permanent Protection (“P2”)

CreteDefender, Inc. (“CreteDefender”) warrants CreteDefender Permanent Protection (“P2”) 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 (shelf life). Should CreteDefender P2 have a proven material defect, CreteDefender, Inc. will replace the defective product at its own expense.

CreteDefender further warrants that Suitable Concrete Surfaces that are not smooth finished, including but not limited to machine trowel finished, and treated with CreteDefender P2 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, and will remain hardened, abrasion resistant, and will not release concrete “dust” for a period of twelve (12) years on commercial and industrial applications, except for salt storage facilities, where the product warranty is two (2) years.

CreteDefender further warrants that Suitable Concrete Surfaces that are not exposed to the weather, have a steel machine troweled finish, and are treated with CreteDefender P2 in strict accordance with the manufacturer’s directions and applied by or under supervision of a certified CreteDefender installer will remain hardened, abrasion resistant, and will not release concrete “dust” for a period of twenty (20) years on commercial and industrial applications.

A “Suitable Concrete Surface” is defined as a structurally sound, properly designed portland cement-based concrete with a maximum water to cement ratio of .5:1 with 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>).

If, after properly applied to a Suitable Concrete Surface, the interior treated surface does not remain dust proof, hardened, and abrasion resistant, or 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 P2 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 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, 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 P2 is applied to Suitable Concrete Surfaces 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 when P2 was applied.

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

This warranty does not apply and the warranty will be voided if:

- CreteDefender P2 is not applied by or under supervision of a certified CreteDefender installer
- The concrete is less than 4,000 psi
- The Suitable Concrete Surface was previously sealed or coated
- Damage to the concrete on which CreteDefender P2 is applied occurs due to:
 - structural damage (cracking, shrinkage cracking, heaving, sinking, mechanical damage, abuse or damage from falling objects)
 - poor workmanship
 - improper design
 - prolonged exposure to acids or alkalis (pH less than 5 and more than 10)
 - 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 P2, reinforcing steel corrosion beginning or in existence prior to sealer application
- failure to perform mechanical scarification or chemical etching on the Suitable Concrete Surface prior to application if the Suitable Concrete Surface 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 P2 before application

Warranty Claims

All claims must be received in writing within 90 days from the date of discovery of the defect or damage, and must include documentation that the defect or damage occurred during the applicable warranty period. To be considered damaged, concrete must be damaged on 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 warranty claims stating CreteDefender P2 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.

In addition, to be covered under warranty, CreteDefender P2 must be applied before the end of the 24-month shelf life.