

Limited Product Warranty – Multi Surface Sealer (MS2™)

CreteDefender, Inc. (“CreteDefender”) warrants CreteDefender Multi Surface Sealer (“MS2”) 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 MS2 have a proven material defect, CreteDefender, Inc. will replace the defective product at its own expense.

CreteDefender further warrants that concrete, concrete block, pavers, fiber cement, and brick exposed to the weather, do not have a steel troweled surface, and were treated with CreteDefender MS2 in strict accordance with the manufacturer’s directions (“Covered Substrate”) will repel water for a period of five (5) years under normal weather exposure. 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 MS2. Over time, the MS2 will make water “sheet” instead of “bead” on the substrate surface.

If, after properly applied to a Covered Substrate, the substrate absorbs water to the same degree as if the Covered Substrate was not treated with MS2, as evidenced by it darkening when wet relative to untreated substrate, CreteDefender, Inc. will supply at its own expense and discretion either sufficient CreteDefender MS2 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 or masonry, 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.

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 MS2 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 MS2 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 MS2, 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 MS2 before application

Warranty Claims

All claims must be received in writing within 90 days from the date of discovery of the loss of water repellency, and must include documentation, including photographic evidence, that the loss of water repellency occurred during the applicable warranty period. To be considered eligible for warranty, concrete must have 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. To be covered under warranty, CreteDefender MS2 must be applied before the end of the 24-month shelf life.

