

Limited Product Warranty

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.

Full Performance Warranty

CreteDefender further warrants that Suitable Concrete Surfaces that are not smooth finished, including but not limited to machine trowel finished, and are treated with CreteDefender P2 in strict accordance with the manufacturer’s directions, according to the latest published version of the CreteDefender P2 installation instructions (the “P2 Installation Instructions”) 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 trowel 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), finished, and cured according to the United States National Ready Mix Concrete Association guidelines for placing and finishing concrete (<http://www.nrmca.org/aboutconcrete/cips/14p.pdf>).

The P2 Installation Instructions may be found at www.cretedefender.com/how-to-apply-cretedefender-p2

If, after properly applied to a Suitable Concrete Surface, the surface does not remain dust proof, hardened, and abrasion resistant, or it 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.

Low Strength Concrete Warranty

Concrete surfaces that meet all the characteristics of a Suitable Concrete Surface, as described in the previous section, but which have a compressive strength of between 3,000 and 4,000 psi (a “Low Strength Concrete Surface”) qualify for a different warranty. CreteDefender warrants that a Low Strength Concrete Surface treated with CreteDefender P2 in strict accordance with the manufacturer’s directions will remain hardened and abrasion resistant for a period of **ten (10) years** on commercial and industrial applications (the “Low Strength Concrete Warranty”).

If, after properly applied to a Low Strength Concrete Surface, the surface does not retain 75% of the improved hardness and abrasion resistance (the “75% Threshold”), 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. The 75% Threshold is a percentage of the improved level of hardness as measured by a Schmidt Hammer test of compressive strength. In order to provide the baseline against which the 75% Threshold will be measured, at least one sample area per contiguous area treated, representative of the entire area treated with CreteDefender P2, shall be tested i) prior to treatment and ii) after treatment, according to instructions provided by CreteDefender.

Performance on other surfaces

CreteDefender P2 may extend the life of other forms of concrete, including concrete between 2,000 and 3,000 psi, pavers, concrete block, cement plaster and fibre cement, but the CreteDefender, Inc., warranty does not apply for those uses.

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 concrete 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 or Low Strength Concrete Surfaces (together the “Concrete Surface(s)”) 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 CreteDefender'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 or consequential damages, 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 3,000 psi
- The Concrete Surface was previously sealed or coated, unless the sealer or coating was satisfactorily removed, as determined in advance and stated in writing by a certified CreteDefender Installer
- 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 2,000 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 proper cleaning and surface preparation of the Concrete Surface prior to application if the 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

On concrete that is subject to prolonged exposure to or storage of chemicals other than de-icing salts, use of CreteDefender P2 is at the risk of the user, and no product warranty will be extended.

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 for which the claim is submitted 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 for the Suitable Concrete Surface Warranty and at least 3,000 psi for the Low Strength Concrete Warranty, 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.