

# 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.

CreteDefender further warrants that Suitable Concrete Surfaces treated with CreteDefender P2 in strict accordance with the manufacturer’s directions 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. On concrete that is subject to 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.

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

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.

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. 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 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 does not apply if CreteDefender P2 is improperly applied or if damage to concrete on which CreteDefender P2 is applied is structural (cracking, heaving, sinking, mechanical damage, abuse or damage from falling objects) or occurs due to poor workmanship, improper design, prolonged exposure to acids or caustics, cleaning with sulfates or hydroxides, pressure washing at higher than 1,000 psi (including but not limited to etching or scarring from improper pressure washing), or failure or inadequate quality of other materials used in the project, including the concrete being treated.

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) 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; 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.