



Performance Warranty (Labor + Material) ACTECH Oil Buster™ Concrete Primer

PROJECT: _____ REP / DISTRIBUTOR: _____

ADDRESS: _____ SQUARE FEET: _____

AC TECH SYSTEM(S) USED: ACTECH Oil Buster™ DATE APPLIED: _____ DATE APPLIED: _____

PROJECT COMPLETE DATE: _____ APPLICATOR: _____

SPREAD RATE APPLIED: _____ GALLONS USED: _____

FINAL SYSTEM NAME: _____ DATE APPLIED: _____

LENGTH OF ACTECH PERFORMANCE WARRANTY: 5 Years 10 Years 15 Years 20 Years

SUBMITTED BY: _____

SIGNATURE: _____ DATE _____

FOR ACTECH INTERNAL USE ONLY

Date This Request Was Received By ACTECH: _____ Name: _____

Warranty Request Approved & Filed By: _____ Date: _____

Signature of ACTECH Reviewer: _____

ACTECH will warrant for performance the oil removal and subsequent coating of the substrate as shown in the ACTECH product data sheets and printed literature, provided that all the recommended floor preparation, mixing, application instructions, and any other technical information stipulated in ACTECH literature are strictly followed. ACTECH Oil Buster™ Concrete Primer has a water vapor transmission threshold of 6 lbs (ASTM F1869) / 85% RH (ASTM F2170) if this threshold is exceeded then a vapor reducing system such as the ACTECH 2170™FC Moisture Reduction product must be applied over the cured ACTECH Oil Buster™ Concrete Primer treatment. This limited warranty covers against performance failure due to the migration of any oils or hydrocarbons through the applied ACTECH Oil Buster™ Concrete Primer only and includes the following:

1. ACTECH approved vapor reduction systems
2. ACTECH approved cementitious underlayments
3. Floor covering systems (including epoxy, polyurethane and PMMA systems)
4. All labor charges involved in removing and replacing flooring in the area under warranty

Should the ACTECH Oil Buster™ Concrete Primer fail due to oil or hydrocarbon migration the failed flooring composite will be replaced in the areas of failure at no cost to the owner.

This limited warranty is further subject to the following conditions:

1. ACTECH products must be applied as per written product application specifications on "structurally sound" areas in which the concrete meets acceptable industry standards as defined in ACI Committee 201.2R and ACI 302.2R. If the areas to which the products are applied now or in the future fail to meet these standards, the aforementioned warranty shall be void.
2. The foregoing warranty shall be void if a cohesive substrate failure in the concrete surface occurs resulting in a breach or delamination of the ACTECH Oil Buster™ Concrete Primer and/or alkaline silica reaction (ASR) and related conditions causing the ACTECH Oil Buster™ Concrete Primer material to fail.
3. The aforementioned warranty shall be void if the products are applied to improper substrates such as cracks, expansion joints and surface honeycombs or in areas not properly prepared per ACTECH's surface preparation requirements, or surface bond inhibiting contaminants are present preventing proper performance/adhesion of the ACTECH products.
4. The foregoing warranty shall be void if the ACTECH. required guidelines for material coverage/surface preparation are not strictly followed (see product data sheets, specifications, and written literature).
5. The foregoing warranty shall be void in those areas where there is oil migration to the surface due to a breach in the cured coating system caused by cracks in the substrate and therefore in the cured ACTECH Oil Buster™ Concrete Primer that develop after the application of the ACTECH. products, this may be due to structural deficiencies, surface impacts and substrate cracking caused by thermal or geological movements. This warranty is also void in those areas where there is any leakage due to active liquid water incursion.
6. The foregoing warranty shall be void if the ACTECH Oil Buster™ Concrete Primer has been applied by an applicator not approved by ACTECH.

Subject to the foregoing, the sole and exclusive remedy due to a breach of this warranty shall be expressly limited to the repair of defective areas due to the failure of the ACTECH products, and shall expressly exclude consequential damages including, but not limited to; damages to structure or to contents of structures. This warranty will not go into effect until all invoices/accounts are paid in full. The beneficiary of the warranty must provide ACTECH., 3302 Croft Street, Norfolk, VA 23513, a written notice within thirty, (30) days of the discovery of a breach of this warranty in order to assert its right to any repairs covered by this warranty.

ACTECH reserves the right to physically inspect the site and obtain samples from the job installation and examine any and all forensic testing documents before any determination is made as to the validity of any claim. ACTECH. reserves the right to reasonably schedule work and utilize techniques and products as necessary to complete repairs, and shall not be liable for any materials or labor ordered by any entity other than ACTECH.

Any and all disputes, claims or damages arising out of the storage or use of ACTECH Oil Buster™ Concrete Primer under the terms of this Warranty shall be arbitrated in Norfolk City in the Commonwealth of Virginia utilizing the services of a neutral dispute resolution service upon which the Warranty holder and ACTECH both agree, or if they cannot agree, utilizing the services of the American Arbitration Association. The Warranty Holder and ACTECH hereby waive any right they may have to a jury trial to decide any dispute.