

15 Year (Labor + Material) Performance Warranty ACTECH Vapor Epoxy Slurry (VES™)

Project Name: _____ Project Size (SF): _____

Project Address: _____

Contact Info of Party Requesting Warranty: _____

ACTECH Primer Used : _____ Purchase Date: _____ Purchased From: _____

Date(S) Material Applied: _____ Project Completion Date: _____

Total of _____ Gallons of ACTECH VES™ Used over _____ SF area

Batch Numbers on ACTECH Primer Cans (Little number sticker on can opposite label)

Batch Number (A Component): _____

Batch Number (B Component): _____

Approved Supervisor / Contractor Name and Contact Info : _____

List All Products & Materials Used On Top of ACTECH Primer in the Final Installation:

THIS REQUEST FOR A 15 YEAR ACTECH PERFORMANCE WARRANTY MUST BE SUBMITTED **WITHIN 30 DAYS OF PROJECT COMPLETION**. Longer warranty periods (beyond 15 years) may be offered ON A CASE-BY-CASE BASIS, upon request.

ACTECH's 15-year Labor + Material Performance Warranty is **ONLY** available to eligible projects that have been pre-registered and approved by ACTECH **before installation begins**.

Required documents for registering a project and requesting the issuance of ACTECH's 15 Year Labor + Material Performance Warranty are hereby submitted and attached (please check)

- ACTECH Approved On-Site Supervisor Form ACTECH Pre-Job Survey (Slab Assessment & Surface Prep Plan)
- Approved Mock-Up Test Report(s) ACTECH Final Job Installation Report

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: _____

15 Year (Labor + Material) Performance Warranty ACTECH Vapor Epoxy Slurry (VES™)

Allied Construction Technologies Inc. (“ACTECH”) warrants the performance of the ACTECH Vapor Epoxy Slurry (“ACTECH VES™”) installed on this project against elevated moisture vapor transmission and high alkalinity (pH) arising from the concrete slab for a period of fifteen (15) years from the recorded project completion date.

ACTECH further warrants that the ACTECH VES™ is free of manufacturing defects and is consistent with the technical properties stated in its current product data sheets, safety data sheets, material labels, and published 3rd-party testing documents.

As a condition of this Warranty, the ACTECH VES™ must be used as directed in the Product Data Sheet, consistent with Industry Standards, and within its stated shelf life. Shelf life is defined as two (2) years from the original purchase date of the material from ACTECH when stored under proper environmental conditions.

Should a properly installed ACTECH VES™ prove not to have successfully protected a compatible finished system from elevated levels of moisture vapor or alkalinity emitted from the concrete slab, the areas of failure will be replaced at no cost to the Owner or Approved Applicator (“Labor + Material Performance Warranty”).

A claim made against this Labor + Material Performance Warranty shall be expressly limited to the repair of defective areas due to the failure of the ACTECH VES™ to protect the finished system from moisture vapor and/or alkalinity. ACTECH shall not be liable for any incidental or consequential damages of any sort, including downtime, inconvenience, project delays, economic losses, loss of profits, business interruption, loss of use, or indemnity.

This warranty will not go into effect until all invoices/accounts are paid in full. A written Warranty Claim to ACTECH must be made within thirty (30) days of first discovering a possible failure in order to assert rights to any repairs covered by this Warranty.

ACTECH reserves the right to physically inspect the job installation and to conduct forensic testing and analysis before any material or installed system is removed from the project site in order to determine the failure mode and the validity of any Warranty Claim. ACTECH reserves the right to determine the type and scope of remediation required, to reasonably schedule subcontractors, and to provide products as necessary to complete repairs. ACTECH shall not be liable for any scope of work, materials, or labor ordered by any entity other than ACTECH.

IT IS IMPORTANT THAT THE BUYER / USER / PROJECT FULLY UNDERSTANDS THE LIMITATIONS OF THIS WARRANTY.

- 1- All ACTECH VES™ product application protocols are based on Industry-Approved Application and Testing Procedures.
- 2- ACTECH VES™ is manufactured under ISO 9001 Certification and has been thoroughly tested by ASTM-Approved, 3rd Party laboratories.
- 3- ACTECH VES™ is sold on the condition that:
 - a) The user is an experienced Professional in the Surface Preparation and Repair of Concrete Substrates.
 - b) The user is an experienced Professional Installer of Epoxy Primers and Coatings.
 - c) The user is experienced in selecting appropriate concrete priming and coating products and determining their suitability for the user's own purpose, on a given concrete slab, before adoption.
- 4- It is the user's obligation to test and assure the suitability of the substrate to accept the ACTECH VES™ prior to any application. A successful Mock-Up / Test Patch will help the user confirm product suitability and is a condition of this Warranty. ACTECH assumes no warranties (written, expressed, or implied) as to the workmanship of the installer, or the suitability of the ACTECH VES™ for a specific concrete slab under environmental conditions present at the time of installation.

For Example; THIS WARRANTY DOES NOT COVER;

- 1- Defects in the Concrete Slab. The Project Owner / Owner Representative is responsible for providing to the Installing Contractor a structurally sound concrete slab that meets applicable building codes and the accepted Industry Standards as defined in ACI Committee 201.2R, ACI 302.1R, and ACI 302.2R.
- 2- Alkaline Silica Reaction (ASR, NSAR, AASR, etc.). Non-Permeable primers and coatings are neither a cure for, nor a preventative of, ASR (AKA "Concrete Cancer"). ASR is a concrete/construction defect and should not be coated. Consult the Owner's Representative or Consulting Engineer for an alternative (permeable) system design.
- 3- Hydrostatic Pressure. Epoxy primers and coatings are not suitable for controlling hydrostatic/liquid water pressure. Consult the Owner's Representative / Consulting Engineer for an appropriate "Waterproofing" treatment.
- 4- Applications by a Contractor Not Previously Approved by ACTECH. Installations made by applicators/contractors who cannot demonstrate their written acceptance by ACTECH via our Approved Site Supervisor Form are not covered under this warranty.
- 5- Unsuitability of the Concrete Substrate. The Contractor is responsible for testing the suitability of the concrete substrate to receive the ACTECH VES™. This includes proper mechanical profiling, necessary testing, cleaning, and repairs that may be required to prepare the substrate to accept the Primer according to Industry Standards. A Mock-Up / Test Patch should be installed on site and tested for adequate bond adhesion, compatibility of the final assembly, spread rate, proper curing and environmental conditions before proceeding.
- 6- Product Damage Due to Improper Storage and Handling of Material. It is the responsibility of the contractor to ensure material is properly stored and handled before and during application procedures.

- 7- Contaminants and Bond Breakers that have not or cannot be removed during mechanical surface preparation. This includes (but is not limited to) any penetrating surface sealers and treatments, reactive silicates/silicas, densifiers, hardeners, soaked-in oils, silicones, and chemicals, as well as admixtures that may contain silicates, chlorides, or other reactive salts in the concrete mix design. Be aware that concrete slabs without a functioning under-slab moisture retarder membrane (and therefore not compliant with Industry Standards) may allow chemicals and any water-soluble elements from the soil to travel through the slab to the bond interface of the coating over time. Consult ACTECH or the Owner's Representative / Consulting Engineer for appropriate primers and coating systems that may be more appropriate for such chemical loads.
- 8- Unfavorable Environmental conditions present at the time of the ACTECH VES™ application. It is the Contractor's responsibility to honor all product limitations of Dew Point, slab temperature, ambient temperature, CO₂ and ambient humidity. Monitoring these environmental conditions will help to avoid the formation of Amine Blush and for the proper chemical curing and bonding of the epoxy to the concrete substrate and to subsequent coatings. If Amine Blush forms on top of the ACTECH VES™, it is the Contractor's responsibility to identify and remove it before proceeding with subsequent coating products.
- 9- Sub-Standard Concrete Repair and Surface Preparation. It is the Contractor's responsibility to meet all the requirements of ASTM F710, ICRI 310.2R, NACE No.6/SSPC-SP 13, and ACTECH VES™. This includes the proper repair of concrete cracks, joints, spalls, hollow spots and the honoring of expansion and control joints.
- 10- Non-Porous Concrete Surface. It is the Contractor's responsibility to conduct the "Water Drop Test" as per ASTM F3191 to ensure that the mechanical surface preparation has successfully opened the concrete pores to achieve a less-than-1-minute absorption rate on all areas of the application site.
- 11- Pin Holes / Outgassing. It is the Contractor's responsibility to consult with ACTECH Technical Support for protocols to prevent/control/eliminate/repair pin holes and outgassing if encountered during the Mock-Up / Test Patch or full application.
- 12- Fish-Eyeing / Blistering / Bubbles. It is the Contractor's responsibility to consult with ACTECH Technical Support to help identify the cause of fish-eyeing, blistering, or bubbles if encountered during the Mock-Up / Test Patch or full application and to develop a successful protocol to minimize/control/eliminate/repair these problems before project-wide installation of the ACTECH VES™.
- 13- Inadequate Coverage Rates to achieve a minimum 60-mils thick epoxy membrane over all high spots of the mechanically prepared concrete surface. It is the Contractor's responsibility to make allowances for concrete porosity, absorption, aggressive or inconsistent profiling, and material wastage in order to maintain 60-mils minimum coverage. Any application of less than 60-mils over high spots will compromise the ability of the ACTECH VES™ to provide protection against moisture vapor and alkalinity.
- 14- Product Incompatibility. It is the Contractor's final responsibility to confirm product compatibility between the ACTECH VES™ and the next layer of the assembly / system by way of a Mock-Up / Test Patch. Be aware that previously tested (or used) compatible products may have formula changes that can affect the compatibility with ACTECH VES™.
- 15- Contaminants such as Dust, Dirt, Sprays, Detergent Residues, or any Other Foreign Substances Spilled Between Coats. It is the responsibility of the Contractor to provide a clean and uncontaminated ACTECH VES™ surface.

The foregoing warranty shall be void should it be discovered that any foreign material such as dust, dirt, amine blush, or any contaminant formed on the surface of ACTECH VES™ prior to installing subsequent material.

- 16- Short-Mixes, Additives, and Broadcast Media. Any modification to the ACTECH VES™ or Application Protocols (when used as a moisture mitigation membrane) voids this warranty. It is the Contractor's responsibility to assure that the ACTECH VES™ is mixed in complete, pre-measured kits/units and is not pigmented, tinted, or seeded with broadcast media when expected to perform as the Moisture Mitigation and Alkalinity Control Coat.
- 17- Damage to ACTECH VES™ After Installation. It is the responsibility of the Contractor and GC to protect the ACTECH VES™ installation from damage caused by the installation of machinery, equipment or fixtures, the work of other trades, spills, foot traffic, rolling wheel traffic, negligence, and vandalism or any other unforeseen damages. This Warranty is void when this type of damage is done to the ACTECH VES™ Coat.
- 18- Health & Safety. The ACTECH VES™ contains chemicals that may cause serious physical injury. It is the Contractor's responsibility to study the Safety Data Sheets before use and to take all precautions to prevent bodily harm and provide Personal Protection Equipment for employees handling this material. This product is for professional use only. ACTECH is not responsible for any property damage, bodily injury, death or other loss arising out of the possession, storage, or improper use of ACTECH VES™.
- 19- Proper Disposal of Excess Material and Containers. It is the Contractor's responsibility to follow all federal, state, and local regulations regarding the disposal of this type of hazardous material.
- 20- Structural Changes. Any structural changes that may cause cracks or damage to the cured ACTECH VES™ after installation from structural deficiencies, movements or any other structural change in the concrete slab are not covered in this warranty.
- 21- Other Representations, Warranties, or Liabilities Beyond This Document. No employee, representative or reseller of ACTECH VES™ has authority to change this Warranty or to assume any additional liability on behalf of ACTECH. The presence of an ACTECH employee, representative, or reseller at any time during the project does not extend or alter the warranty or limitations in any manner whatsoever. Site visits (virtual or in person) are not intended to provide supervision services, quality control assurance, or acceptance of Contractor's workmanship.

Any and all disputes, claims or damages arising out of the storage or use of ACTECH VES™ 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.

