



BARRIER ONE

POROSITY INHIBITING ADMIXTURE

"An Affiliate of Concrete Moisture Solutions, Inc."

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CONCRETE MOISTURE SOLUTIONS INC.

A CONCRETE ENHANCEMENT TECHNOLOGY COMPANY

Email: info@barrierone.com

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PROJECT SPECIFIC LIFE OF THE CONCRETE WARRANTY

PRODUCTS

Barrier One Inc., ("BOI") "An affiliate of Concrete Moisture Solutions, Inc., warrants its product, the BOI Admixture ("BOI Admix") to be free from material defects and that the product conforms to its current applicable specifications of stopping damaging moisture vapor emission from the concrete itself for **the life of the concrete**, in all interior structural concrete dosed with BOI Admix.

INSTALLATION

This warranty is provided, if said product is installed according to and in compliance with the manufacturer's published data sheet to include but not limited to dosing instructions, onsite representation requirements, the use of an ASTM E 1745 vapor retarder Class A, B or C, minimum 6 mil, conforming to ASTM 1745 Table 1, installed following ASTM E 1643, ASTM F 710 and ACI 302.2R-06 guidelines for all slabs on ground. Suspended concrete slabs do not require a vapor retarder below the slab. The roof deck assemblies are excluded from this warranty. The manufacturer's data sheet is revised periodically, and the product must be installed according to the recommendations contained in the issue of the data sheet that is current and available at the time of installation.

The BOI quality control process consists of rigorous moisture testing per ASTM D 5084 and/or CRD C48 for every project placement of concrete containing the BOI Admixture. No further field moisture testing is required by BOI, however, if conducted, BOI **warrants up to 25 pounds of moisture per ASTM F 1869 or 100% RH per ASTM F 2170.**

WORKMANSHIP

BOI makes no other warranty, expressed or implied and is not responsible for substandard concrete workmanship or practices in dosing, placing, finishing and/or any changes to the concrete mix design not approved in advance by BOI. Further, BOI is not responsible for substandard slab preparation or inadequate flooring installations (a failure to follow "Best Practices"). Additionally, the BOI warranty is excluded for failure to follow project specifications and documents as well as any incompatibility between the components of the specified and installed flooring materials. BOI shall be entitled to legal fees, costs and expenses in defending and enforcing this clause against purchaser, end-user and others.

TERMS

Life of the Concrete: In the event there is a concrete moisture vapor emission complaint reported to BOI during the life of the concrete, the sole and exclusive remedy of purchaser for any claim concerning this product, including, but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is labor and material for: repair and/or removal of the failed flooring, placement of a warranted topical moisture remediation system, and replacement of flooring materials like original installed to include material and labor. **All other warranties including the implied warranty of merchantability and implied warranty of fitness are expressly excluded and disclaimed.** All claims concerning this product shall be submitted in writing. In no event, shall BOI be liable for any special, incidental, consequential or punitive damages, including loss of profits and use.

Manufacturers' Warranty: Conditions

- BOI must be permitted the opportunity to review all mix designs containing the BOI Admixture prior to first placement of concrete containing BOI Admixture. If not, this entire warranty is void and is of no further effect whatsoever.
- BOI must be permitted the opportunity to sample and test every day of placement of BOI Admixture dosed concrete for hydraulic conductivity/permeability per ASTM D5084 and/or CRD C-48, If not, this entire warranty is void and is of no further effect whatsoever.
- BOI must be permitted to determine if the BOI Admixture was added in compliance with the reviewed mix design(s) and must be permitted to conduct any and all testing BOI deems appropriate to evaluate any issue BOI deems appropriate. If not, the entire warranty is void and is of no further effect whatsoever.
- **In the event of any claim under this warranty or claim that BOI Admixture failed, BOI will contract with an independent flooring consultant and/or Petrographic Engineer or other professionals to perform additional testing. The costs of the independent testing will be charged to the party making the warranty claim or claim that BOI failed. Said party must prepay in full for testing costs and if not, this entire warranty is void and of no further effect whatsoever. If the testing reveals BOI is solely at fault for the failure, BOI will refund the costs of the testing to the party making the claim who paid the costs.**

By accepting and retaining our product, you agree to pay interest at the highest rate allowed by Florida law for all amounts not paid within 30 days and you agree to pay all attorney's fees and costs incurred in the collection of such debt. By making any claim under this warranty, the parties agree Florida law applies to any warranty claim or dispute concerning any warranty claim and venue for any warranty claim or dispute or litigation regarding any warranty claim or any other dispute between the parties shall be in Lake County, Florida.

All accounts must be paid in full and within the terms of payments, prior to any warranty being issued or enforced. "If payment is not timely made within 30 days, the late payment shall be sent to 600 Jennings Ave., Eustis, FL 32726. Interest shall be due at 18% per annum on all late payments, suit shall be brought in Lake County, Florida on any claims with Florida jurisdiction governing and all attorney's fees and costs shall be awarded to the prevailing party to be paid by the debtor."

- Any resale or use of BOI Admixture without the explicit knowledge of BOI voids any warranties stated or implied.

** Information contained herein is as accurate as possible, however, the manufacturer's product documentation and warranty are revised periodically and the information posted on our website takes precedence to this publication.*

Effective Date: December 14, 2019

Project Name: ABC, Inc., 123 Main Street, Anytown, USA 12345

Areas: All specific areas containing Barrier One Admixture three inches (3") or greater in depth.

BOI Admixture Inc., Senior Principal:

Date signed: December 14, 2019