



CPS

ADMIXTURE

MOISTURE VAPOR REDUCTION ADMIXTURE

Limited CPS ADMIXTURE Adhesion Warranty For Concrete Coating & Floor Covering Installations



CPS

ADMIXTURE

MOISTURE VAPOR REDUCTION ADMIXTURE

ADHESION WARRANTY COVERAGE: CPS Admixture:

CPS Admixture ("company"), subject to the terms and conditions set forth below, and in addition to its standard CPS ADMIXTURE "limited lifetime warranty"* of reducing concrete moisture vapor emission (MVE) from the concrete itself to a point below the "critical level"* for directly adhered materials, beginning from the date of substantial completion (or the effective date annotated on the registered project specific warranty, whichever is greater), further warrants and guarantees that materials designed for direct application to a properly prepared concrete surfaces will not fail (under normal usage) to adequately bond to the CPS ADMIX treated concrete for a period equal to the applicable warranted performance period of the directly adhered material. This limited warranty covers only adhesion failures between the directly adhered material and the surface of the CPS ADMIX treated concrete and is in effect when the CPS ADMIX product and any subsequent concrete coating and/or covering are installed in complete accordance with their respective Technical Data Sheets, **to include but not limited to adhesive bond tests prior to full adhesive/coating product installation**, but with the express exclusion of field moisture testing per ASTM F1869 or ASTM F2170 which are not required for either the CPS Admixture MVRA "limited lifetime warranty" nor the CPS ADMIXTURE adhesion warranty

YOUR EXCLUSIVE REMEDY

In the event there is an adhesive bond claim prior to full concrete coating and or slab covering installation between the CPS ADMIX treated concrete and the directly adhered material within the applicable warranted performance period of the directly adhered material, the sole and exclusive remedy of the project owner or their representative, including, but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is the labor and materials required to test the mechanically profiled affected concrete surface area, or for consideration to apply a suitable primer or other bond-enhancing agent, and/or to apply a suitable cementitious underlayment compatible with the specified coatings and slab covering systems at the sole discretion of CPS Admixture. In no event shall CPS Admixture nor its successors be liable for any special, incidental, consequential or punitive damages, including loss of profit, business interruption, property damage, economic loss and personal injury. Any and all disputes or claims arising out of the use of the CPS ADMIX product or relating to the provisions of the warranty must be arbitrated utilizing the services of a neutral dispute resolution service upon which the project owner and CPS Admixture agree, or if they cannot agree, then the services of a nationally recognized arbitration association will be solicited by CPS ADMIXTURE.

FILING A CLAIM

To file a claim under this warranty, the project owner or their representative must contact CPS Admixture directly, in writing, within 30 days of the discovery of the alleged concrete moisture vapor emission issue and before expiration of the project specific adhesion warranty. CPS Admixture reserves the right, without any obligation, to physically inspect, obtain samples and perform testing in the area where the warranty claim occurred, or to engage the services of independent certified third party testing agencies to perform those functions on behalf of the company. In order to perform, or have performed, the site specific services described above, the project owner consents to complete access for such services, upon a mutually agreed upon schedule of work and with the intent of minimal disruption to the facility. Further, the owner agrees to compensate CPS Admixture for those services and all related costs of the company if the claim is invalid under this warranty. CPS Admixture must receive and be permitted to evaluate any claim against this warranty prior to any repair work being performed; failure to do so would render this warranty null and void. For the most recent information regarding this product warranty and associated technical information, please refer to our website at: www.cpsadmixon.com.

EXCLUSIONS FROM WARRANTY COVERAGE:

CPS Admixture shall in no way be responsible for any claims arising from structural failure; failure of other building systems design or components; inadequate sub-base preparation; damages caused by acts of nature ("acts of God"); inadequate subflooring, or improper subfloor preparations (field moisture testing excluded) failure to adhere to the reviewed mix design; improper dosing; non-compliance with applicable building codes and regulations; any air leakage leading to building or roof system moisture gain and subsequent failure; failure to adhere to standard concrete industry practices in regards but not necessarily limited to batching, delivery, placement, curing and/or finishing; other concrete additives; contaminants in the concrete; cracks, joints or voids resulting after the product introduction; lack of a properly installed and certified ASTM E1745 compliant vapor retarder installed directly below / in contact with the slab on ground as properly installed and detailed per ASTM E1643 and ASTM F-710; or failure to comply with our manufacturer product literature. Further, CPS Admixture is not responsible for any claim arising from failure to follow project specifications and documents as well as any incompatibility between the various components of the specified and installed final concrete finishes. CPS Admixture shall be entitled to all costs to include but not limited to incidental expenses, legal fees, expert consultant review, and travel in defending this last clause against purchaser, project owner, individual claimant and their organization, and others as appropriate. It is expressly understood that purchaser of the CPS ADMIXTURE product acknowledges that the company is not responsible or liable under any circumstances for determining suitability or compatibility of our product for the user's intended purpose.

YOUR LEGAL RIGHTS:

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, CPS ADMIXTURE EXTENDS NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CPS ADMIXTURE HEREBY DISCLAIMS ANY OTHER WARRANTY OR GUARANTEE UNLESS EXPRESSLY AUTHORIZED, ENDORSED IN WRITING AND SIGNED BY ALL OFFICERS OF CPS ADMIXTURE.

CPS ADMIXTURE MVRA and any subsequent concrete coating and / or covering must be installed according to their respective Technical Data Sheets (with the exclusion of field moisture testing per ASTM F1869 or ASTM F2170).