

Moisture Vapor Reduction Admixture

Limited Lifetime Warranty

WARRANTY COVERAGE:

CPS ADMIXTURE ("company"), subject to the terms and conditions set forth below, warrants that CPS Admix ("product"), will be free from manufacturing and material defects and that the product conforms to its current applicable specifications of reducing concrete moisture vapor emission from the concrete itself to a point below the "critical level" for directly adhered materials for the lifetime of the concrete, beginning from the date of substantial completion (or the effective date annotated on the registered project specific warranty, whichever is greater). This warranty covers only failures of directly adhered materials caused by moisture vapor emission from the concrete and is in effect when the product purchased is used within its shelf life and has never been allowed to freeze; and when the registered product is incorporated into the approved concrete mix design according to the technical data sheet and other written materials issued by CPS ADMIXTURE for the product which is in effect at the time of use. No further field moisture tests such as ASTM F1869 nor ASTM F2170 are required prior to conveyance of this warranty; ASTM F2170 results are specifically not applicable to concrete treated with a moisture vapor reduction admixture (MVRA).

YOUR EXCLUSIVE REMEDY

In the event there is a concrete moisture vapor emission claim concerning the CPS ADMIXTURE product within the "lifetime of the concrete**", 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 for the removal of the failed directly adhered material, isolated installation of a warranted topical moisture mitigation product or system of CPS choice, and/or replacement or repair of the affected - directly adhered concrete covering materials (like the original installed product) damaged by concrete moisture vapor emission 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 / or any personal injury. Any and all disputes or claims arising out of the use of the CPS ADMIXTURE 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 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 total 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 our product, warranty and associated technical information, please refer to our website at: www.cpsadmix.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 & approved mix design; improper dosing; non-compliance with applicable building codes and regulations; air leakage leading to a building or roof system moisture gain and any 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; contaminates in the concrete or mix water; cracks, joints or voids resulting after the product introduction; lack of an certified ASTM E1745 compliant vapor retarder installed directly below & in contact with the slab on ground per ASTM E1643 and ASTM F710; or failure to register or comply with our product literature. Further, CPS ADMIXTURE is not responsible for any claim arising from failure to follow project specifications and all 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 any purchaser, project owner, individual claimant and their organization, and others as appropriate. It is expressly understood that purchaser of the CPS product acknowledges that the company is not responsible nor liable under any circumstances for determining suitability or compatibility of the 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 Admix must be registered & installed according to its most current Technical Data Sheets and process requirements.