

Date:
 Project Name and Address:
 General Contractor:
 Applicator:
 Owner:
 Date of Application:
 Completion Date:
 Warranty Period:
 Attention:

PowerCoat® Primer
PowerCoat® UV+ HD

LIMITED MATERIAL WARRANTY

For a period of five (5) years commencing on the date on which the concrete surface described herein is coated properly in accordance with manufacturers directions, with PowerCoat® (Primer and subsequently coated with VEXCON PowerCoat UV+ HD), Vexcon Chemicals warrants to the owner that the products will remain adhered to the surface without cracking or peeling and will provide resistance to molds, fungi, and water penetration. Warranty covers blistering, peeling or cracking due to water, water vapor or alkali content of concrete. Material must be applied in accordance to manufacturers instructions or special application instruction per job at the proper film thickness and over suitable clean surfaces. In the event the coating fails to so perform and as the exclusive remedy for any breach of this warranty Vexcon Chemicals will at it's own expense, supply sufficient PowerCoat (System to repair any such failure). This warranty requires a completed conference with a Vexcon distributor and a Project Conference and Job Survey Form must be completed, document # TN 150.

It is the responsibility of the contractor to follow all directions and requirements as outlined in Vexcon Product Data Sheet, CP101 and CP108. A completed Job Survey form TN150 must accompany this warranty request. Review the Job Survey form prior to using the Vexcon product.

This warranty extends only to conditions arising due to the fault of the material and does not extend to conditions caused by natural disasters, structural defects, improper surface preparation and installation, building settling or movement, improper floor usage i.e. dragging of heavy equipment, dragging of heavy or sharp items, vandalism or negligence.

Any claim under this warranty must be presented during the warranty period and within 14 days after any covered condition has occurred. Notice shall be in writing to Vexcon Chemicals, 7240 State Road, Philadelphia, PA., 19135.

The warranty period shall not be extended by the replacement of materials under this warranty but the remaining warranty period shall continue in effect and be applicable to the recoated areas under conditions of the warranty. Vexcon Chemicals makes no other limited warranties whatsoever with respect to any materials sold thereunder, except that such materials shall conform to Seller's physical specifications therefor in effect at the time of shipment and Buyer acknowledges that it is relying upon no other warranty.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY IS ALSO IN LIEU OF ANY OTHER POSSIBLE LIABILITIES OF VEXCON, WHETHER ALLEGED TO ARISE BY AGREEMENT OR BY OPERATION OF LAW. RESPECTING THE SALE, APPLICATION, USE OR FUNCTION OF VEXCON" PRODUCTS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR ANY OTHER TORT. IN NO EVENT SHALL VEXCON BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE, REAL OR PERSONAL, ATTRIBUTED TO ITS PRODUCTS, NOR FOR ANY EXCAVATION, REMOVAL, REAPPLICATION, DOWNTIME, CLEANUP, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF MARKET VALUE, LOSS OF RENTAL, VALUE OR FOR ANY LOSS OF PROFITS OR OTHER SPECIAL, INCIDENTAL, RESULTING, CONSEQUENTIAL OR EXEMPLARY DAMAGE.

Authorized by:
Vexcon Chemicals

By(print): _____ By(sign): _____ Date: _____
Darryl Manuel, President
Title: _____

Distributor

By(print): _____ By(sign): _____ Date: _____
Title: _____

Building Owner:
By(print): _____ By(sign): _____ Date: _____
Title: _____

General Contractor:
By(print): _____ By(sign): _____ Date: _____
Title: _____

Applicator Contractor:
By(print): _____ By(sign): _____ Date: _____
Title: _____