

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

### **StarSeal® PS Color (Ultra Guard) FSR**

#### **LIMITED MATERIAL WARRANTY**

A twenty (20) year performance and five (5) year color and stain resistant warranty commencing on the date the concrete surface described herein is treated with the StarSeal PS Color (Ultra Guard) FSR system, Vexcon Chemicals warrants to the owner that after the specified burnishing, the treated surface for twenty (20) years will remain water repellent, dust proof, hardened and for five (5) years abrasion, food stain, alkali and UV resistant with no color change greater than Delta E (DE) of three (3). In the event the surface fails to so perform, Vexcon Chemicals will at its own expense, supply sufficient StarSeal PS Color (Ultra Guard) FSR products to repair any such failure. A manufacturer's representative must be on site to supervise installation.

A completed Project Conference & Job Survey Form, document TN240, must accompany this warranty request. Review the Job Survey form prior to using this Vexcon product.

It is the responsibility of the contractor to follow all directions and requirements as outlined in Vexcon Product Data Sheets CT105, CT101, CT122 and CT106 and TN101A. A completed Job Survey form TN240 must accompany this warranty request. Review the Job Survey form prior to using the Vexcon product.

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

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'S 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): \_\_\_\_\_

Darryl Manuel, President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distributor**

By (print):

\_\_\_\_\_

By (sign): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Building Owner:

By (print):

\_\_\_\_\_

By (sign): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

General Contractor:

By (print):

\_\_\_\_\_

By (sign): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Applicator Contractor:

By (print):

\_\_\_\_\_

By (sign): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE