

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

**Certi-Vex Penseal 244 100%**

### **LIMITED MATERIAL WARRANTY**

For a period of Ten (10) years commencing the date on which the concrete, placed within design specifications, is sealed, with Certi-Vex Penseal 244 100%, Vexcon Chemicals warrants to the owner that if the surface coated shows water penetration through structurally sound areas, or if spalling of the concrete occurs from chloride salt damage or freeze/thaw damage within said ten (10) year period, at such time as examination by an authorized representative of the warrantor discloses to the satisfaction of the warrantor that said penetration or spalling has occurred, Vexcon Chemicals will supply the material to recoat such problem areas where material was applied with Vexcon Certi-Vex Penseal 244 100% at no material charge to the customer. Material must be applied in accordance with manufacturer's application instruction. A completed Job Survey form must accompany this warranty request. Review the Job Survey Form prior to using the Vexcon product.

This Agreement does not include or cover any loss of water repellent effect due to structural defects or movement, water penetration caused by cracks or joint areas requiring caulking, sealants or re-pointing, failure of the surface, any damage to the surface to which product has been applied, any leakage due to mechanical damage or abuse, or any leaks or damages arising out of any improper architectural or engineering specifications relied upon or by any deliberate act of negligence.

It is the responsibility of the contractor to follow all directions and requirements as outlined in Vexcon Product Data Sheet, PS115. A completed Job Survey form must accompany this warranty request. Review the Job Survey Form TN150 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 Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

This Limited Material Warranty Agreement is solely for the benefit of the owner of this Project at the time the treatment is applied, and is does not extend to any successors or assignees or said owner.

This Agreement will immediately terminate and become null and void if there is any material change in the use of type of occupancy of the building.

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

Darryl Manuel  
President

Vexcon Chemicals  
By(print): \_\_\_\_\_

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

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

Distributor  
By(print): \_\_\_\_\_

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

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

Building Owner:  
By(print): \_\_\_\_\_

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

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

Contractor:  
By(print): \_\_\_\_\_

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

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