



VEXCON
CHEMICALS, INC.

Concrete solutions for architects, engineers and builders since 1974
888-839-2661 | sales@vexcon.com | 7240 State Road | Philadelphia, PA 19135 vexcon.com

LIMITED WARRANTY: Vexcon warrants for a period of one (1) year from the date of manufacture that the goods supplied hereunder shall be of its standard quality and free of defects, and conforms to (a) Vexcon's published specifications in force on the date of acceptance by Vexcon of the order and (b) the sample which has been made available for testing by buyer prior to sale. Any claim under this warranty must be made in writing to Vexcon Chemicals within sixty (60) days after such non-conformity is first discovered. As the **EXCLUSIVE REMEDY** for any breach of this Limited Warranty, Vexcon at its option shall replace nonconforming goods or refund the purchase price. Since methods of use and application are beyond Vexcon's control, this Limited Warranty **IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED 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, MISUSE, STORAGE DAMAGE, MISAPPLICATION, ACCIDENT, STRICT LIABILITY OR ANY OTHER TORT.** No person is authorized by Vexcon to assume for it any other liability of any kind in connection with the sale or use of products manufactured and sold by it, and there are no oral agreements or warranties collateral to or affecting any sale or use. All of the foregoing arises under the substantive law of Pennsylvania without regard to principles of conflicts of laws.

LIMITATION OF LIABILITY: IN ALL EVENTS VEXCONS LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE OF PURCHASED PRODUCTS. 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, DOWN TIMES, 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 DAMAGES.