

**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](http://vexcon.com)

Project Name and Address:

General Contractor:

Applicator:

Owner:

Date of Application:

Completion Date:

Warranty Period:

Attention:

**Certi-Vex® Penseal CT****LIMITED MATERIAL WARRANTY**

Vexcon Chemicals hereby warrants to the owner subject to the terms, conditions, and limitations stated herein, Vexcon Chemicals will repair and retreat the areas to restore the water repellent effect in which corrosion induced spalling has occurred for a period of (10) ten years. Corrosion induced spalling is defined and determined by Vexcon Chemicals, to be delamination or fracture of concrete detached from a larger mass by forces exerted by expansion of reinforcing steel due to chloride ion or carbonation induced corrosion.

Vexcon Chemicals will only repair areas treated with Certi-Vex Penseal CT and have a minimum 1 inch (25.4 mm) of concrete cover. Treated surface will not absorb more than 250 ppm of chloride per ASTM C1152 and reduce water absorption per ASTM C642 by greater than 98%. 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 this Vexcon product.

**A. Warranty Limitations and Exclusions**

This warranty does not include or cover any condition due to non-corrosion induced spalling, faulty construction or materials, improper surface preparation, application or use of the product, cracks or joint areas requiring caulking, sealants or repointing, failure of the building, any damage to the building or contents thereof, any resulting corrosion due to mechanical damage or abuse, surface preparation prior to retreatment, structural defects or movement and subsequent water or chloride intrusion. Corrosion due to other deficiencies is not covered by this warranty.

## **B. Owner's Responsibility**

As a condition under this warranty, the owner shall be responsible for maintaining and documenting the structures comprehensive maintenance program during the term of this warranty, in accordance with the American Concrete Institute 362.2R "Guide for Structural Maintenance of Parking Structures" and the protective waterproofing systems per specified manufacturer's recommendation.

## **C. Terms**

The areas covered under this warranty are the concrete surfaces treated with Certi-Vex Penseal CT. The owner will be responsible to perform a condition field survey of the treated areas six months after treatment by an independent licensed engineer. Any areas showing evidence of cracking spalling or delamination must be repaired by the contractor of record or one approved by the engineer of record prior to this warranty becoming effective. A copy of the 6 month condition survey must be furnished to Vexcon Chemicals as well as any repair design, if applicable in order for warranty to be fully executed.

This warranty is solely intended to cover any condition caused by defective materials supplied by Vexcon Chemicals. It shall not include any condition caused by natural occurrences or acts of God, or any condition caused by damage to the surface to which Certi-Vex Penseal CT has been applied, or by any deliberate act or negligence. Any measurement of the corrosion induced spalling will be made as per the standards and guidelines of the American Concrete Institute and the International Concrete Repair institute.

This warranty will not cover damage due to subsequent work on or through the surface of which Certi-Vex Penseal CT was applied.

During the term of this warranty, Vexcon Chemical, its agents or employees shall have reasonable access to the project site during normal business hours upon prior notice to owner.

This warranty is solely for the benefit of the owner of this project at the time the treatment was applied and is not transferable

This warranty will immediately terminate and become void if there is any material change in the use or type of occupancy of the structure

Vexcon Chemicals shall have no liability for any damage to other components of the building that has not been treated with Certi-Vex Penseal CT, not for any consequential or incidental damages including, but not limited to, lost profits, sales or revenues, loss of use of the building, cost of capital, cost of substitute building, facilities or services, downtime cost or claims of tenants of the building for such damages or personal injury.

Vexcon Chemicals makes no other limited warranties whatsoever with respect to any materials sold hereunder, except that such materials shall conform to Seller's

physical specifications therefore 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.

**D. Claims**

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

**THE PARTIES AGREE THAT VEXCON CHEMICALS LIABILITY HEREUNDER SHALL BE LIMITED TO THE COST OF LABOR AND MATERIALS INCURRED BY OWNER TO RESTORE THE CORROSION INHIBITING EFFECT OF THE CERTI-VEX PENSEAL CT TO THE AREA ON WHICH IT HAS BEEN LOST WHICH LIABILITY SHALL NOT EXCEED TWICE THE MATERIAL VALUE OF THE CERTI-VEX PENSEAL CT INVOICED BY \_\_\_\_\_ FOR THE PROJECT. VEXCON CHEMICALS SHALL NOT BE LIABLE FOR ANY SURFACE PREPARATION THAT MAY BE REQUIRED PRIOR TO THE RE-APPLICATION.**

**E. Other Terms**

This warranty shall be governed by and constructed in accordance with the laws of the state Pennsylvania.

This warranty becomes effective, and remains valid, only when Vexcon Chemicals has confirmed receipt of the executed warranty and all documentation from the owner, and when all outstanding obligations have been paid in full.

Any controversy or claim arising out of or relating to this warranty shall be settled by arbitration on accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and judgment upon the award may be entered in ay Court having jurisdiction thereof.

**F.**

The terms and conditions of this warranty are hereby accepted.

Vexcon Chemicals

By(print):

\_\_\_\_\_

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

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

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

Distributor

By(print):

\_\_\_\_\_

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

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

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

Building Owner:

By(print):

\_\_\_\_\_

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

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

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

Contractor:

By(print):

\_\_\_\_\_

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

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

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