

DURO-NOX® DENSIFIERS
20 YEAR MATERIAL AND 5 YEAR LABOR
EXTENDED WARRANTY SERVICE CONTRACT
REVISION NO. 010598

PROJECT:
ADDRESS, CITY AND STATE:

OWNER:
ADDRESS, CITY AND STATE:

DURO-NOX® DENSIFIER APPLICATOR:
ADDRESS, CITY AND STATE:

WARRANTY TERM – 20 YEAR MATERIAL AND 5 YEAR LABOR COMMENCING FROM DATE OF PRODUCT INSTALLATION

WARRANTED AREA: Approximately _____ of Floor Surface

In consideration for payment of Nox-Crete's warranty service charges and extended warranty fees (see details below) NOX-CRETE, INC. warrants to the owner that all concrete surfaces treated with Duro-Nox® Densifiers will provide a hardened effect with increased resistance to surface abrasion and dusting subject to the fees, costs, limitations and exclusions set forth below, for a period of TWENTY (20) years from the date it is applied if, and only if, each of the following conditions are met:

WARRANTY REQUIREMENTS

1. Purchaser provides notification to NOX-CRETE's corporate office in writing of request for extended warranty thirty (30) days before intention to commence application. Such notification must be accomplished via completion of NOX-CRETE's Warranty Request Notification Form.
2. A NOX-CRETE technical representative inspects the surface to be warranted within seven (7) days before the application of DURO-NOX® DENSIFIERS, and NOX-CRETE provides written acceptance of the warranty request after such inspection.
3. DURO-NOX® DENSIFIERS are applied in accordance with all directions for use given in the project specifications and product literature and at the application rate established by the technical representative of NOX-CRETE, INC.
4. A NOX-CRETE technical representative is present during each and every application of DURO-NOX® DENSIFIERS.
5. The DURO-NOX® DENSIFIERS are applied to the satisfaction of the technical representative of NOX-CRETE, INC.
6. That NOX-CRETE, INC.'s representatives or agents be permitted to visit the project site during normal business hours during warranty period.
7. Owner gives written notice of any claims that DURO-NOX® DENSIFIERS have failed to provide a surface hardening effect within thirty (30) days of the date it discovers the failure.
8. If warranty conditions are not met, or fees and all bills for application are not paid, this offer of an extended warranty will be considered withdrawn and no extended warranty will be given by NOX-CRETE under any circumstances.

WARRANTY SERVICE REQUIREMENT AND FEE

A TWENTY (20) year extended warranty service fee of One Dollar (\$1.00) shall be paid to NOX-CRETE, INC. within thirty (30) days of substantial completion of product application and prior to issuance of any extended warranty.

WARRANTY

If each of the above stated conditions are met, and DURO-NOX® DENSIFIERS fail to provide a surface hardening effect to structurally sound surfaces, NOX-CRETE, INC. and applicator listed above will, when the surface has been properly prepared by the owner for retreatment, and subject to the warranty conditions and exclusions herein, provide the owner the material and labor necessary for one retreatment of the areas on which the DURO-NOX® DENSIFIERS failed to provide such surface hardening effect at a cost to the owner payable to NOX-CRETE, INC. of that portion of the product's then current list price multiplied by the pro rata percentage of the warranty period that has expired at the time DURO-NOX® DENSIFIERS is provided for retreatment under the terms of the limited warranty. While the applicator will be responsible for providing labor for up to one retreatment, NOX-CRETE, INC. will not be responsible for any labor to reapply the DURO-NOX® DENSIFIERS or repair any damage caused by the absence of any surface hardening effect, nor prepare or be responsible for the cost of preparation of the surface for retreatment.

WARRANTY EXCLUSIONS

This limited warranty does not apply:

1. If, following DURO-NOX® DENSIFIERS application, the concrete surface is abraded to a depth below the penetration of the DURO-NOX® DENSIFIERS.
2. If the surface receiving the application of DURO-NOX® DENSIFIERS is misused, willfully or accidentally damaged. This includes damage caused by negligence, unusual natural occurrences or acts of God.

- 3. To substrate areas not properly cured with either an ASTM C-309-91 compliant curing compound or other Nox-Crete approved method.
- 4. To substrate areas evidencing cracking, delamination, rain damage, freezing or damage resulting from faulty design or faulty construction to include but not limited to improper finishing, improper curing and/or failure to meet or follow current A.C.I. 201 GUIDE TO DURABLE CONCRETE and A.C.I. 302 GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION standards or recommendations.

EXCLUSION OF ALL OTHER WARRANTIES:

This limited warranty is given in lieu of all other warranties, express or implied. NOX-CRETE, INC. gives NO OTHER WARRANTIES, express or implied. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS DISCLAIMER.

LIMITATION OF LIABILITY:

DURO-NOX® DENSIFIERS are offered for sale by NOX-CRETE, INC. and purchased by purchaser subject to the following limitation of liability: In no case shall NOX-CRETE, INC. be liable for special, indirect, consequential or incidental damages, including, but not limited to, structural damages, loss of use or lost profits resulting from the use of DURO-NOX® DENSIFIERS by Owner. NOX-CRETE, INC.'s sole responsibility will be to provide materials for one retreatment of affected area in accordance with the warranty provisions and conditions described herein above, and then only if the conditions set forth above have been met. The parties to this contract agree that any disputes arising out of this contract, its performance, or breach, will be subject to binding arbitration under the rules of the American Arbitration Association and the place of arbitration will be Omaha, NE.

DISCLAIMER

NOX-CRETE's Technical Representative's inspection and presence before and during application will be for the sole purpose of determining for NOX-CRETE's benefit that the product is applied at the manufacturer's recommended rate under suitable weather conditions. NOX-CRETE's Technical Representative is not qualified to determine any other matters such as architectural or structural adequacy or integrity of the substrate, the sufficiency of the construction methods used in construction of the substrate, or the sufficiency of the application methods or techniques. NOX-CRETE's Technical Representative has no authority to represent NOX-CRETE with regard to any such matters and you may not rely on any recommendation or statements made by him/her with regard to any such matters.

Warranty in force subject to application and/or owner conformance to all requirements and conditions listed above.

		NOX-CRETE, INC.
CONTRACTOR/APPLICATOR	OWNER	

by _____	by _____ (owner's representative)	by _____ Lori R. Reid President
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DATE _____	DATE _____	DATE _____
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