

NOX-CRETE, INC.
EXTENDED WARRANTY SERVICE CONTRACT
CONTRACT NO.

PROJECT:
ADDRESS, CITY AND STATE:

OWNER:
ADDRESS, CITY AND STATE:

APPLICATOR:
ADDRESS, CITY AND STATE:

DATE OF INSTALLATION:

WARRANTIED AREA:

WARRANTIED PRODUCT(S):

WARRANTY TERM:

In consideration of the mutual promises and covenants contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner, NOX-CRETE, INC. warrants to the Owner that all concrete surfaces treated with the Warrantied Products will provide a warranted effect with increased resistance to surface abrasion and dusting and stain protection, subject to the limitations and exclusions set forth below, for a the Warranty Term if, and only if, each of the following conditions are met:

WARRANTY REQUIREMENTS

1. Owner or Applicator 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 effectuated 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 Warrantied Product(s), and NOX-CRETE provides written acceptance of the warranty request after such inspection.
3. Warrantied Product(s) is/are applied in accordance with all directions for use cited 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 application of Warrantied Product(s).
5. The Warrantied Product(s) is/are applied to the satisfaction of the technical representative of NOX-CRETE, INC.
6. NOX-CRETE, INC.'s representatives or agents are permitted to visit the project site during normal business hours during warranty period.
7. Owner gives written notice of any claim that Warrantied Product(s) has/have failed to provide the warranted effects within thirty (30) days of the date the failure is discovered.
8. If warranty conditions are not met, this offer of an extended warranty will be considered withdrawn and no extended warranty will be given by NOX-CRETE.

WARRANTY

If each of the above stated conditions are met, and Warrantied Product(s) fail(s) to provide the warranted effects, NOX-CRETE, INC. will, when the surface has been properly prepared by Owner for retreatment, and subject to the warranty conditions and exclusions herein, provide Owner material necessary for one retreatment of the areas on which the Warrantied Product(s) failed to provide such warranted effects. Such material will be provided to Owner at a cost equal to the product's then current list price multiplied by the pro rata percentage of the warranty period that has expired at the time the material is provided for retreatment under the terms of the limited warranty. NOX-CRETE, INC. will not be responsible for any labor to reapply the Warrantied Product(s) or repair any damage caused by the absence of any warranted effects, 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 Warranted Product(s) application, the concrete surface is abraded to a depth below the penetration of the Warranted Product(s).
2. If the surface receiving the application of Warranted Product(s) is misused, willfully or accidentally damaged. This includes damage caused by negligence, unusual natural occurrences or acts of God.
3. If substrate areas are not properly cured with either an ASTM C309 compliant curing compound or other NOX-CRETE, INC. approved method.
4. If substrate areas show 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 ACI 201 GUIDE TO DURABLE CONCRETE and ACI 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:

Warranted Product(s) is/are offered for sale by NOX-CRETE, INC. and purchased by Owner or Applicator 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 profit from the use of Warranted Product(s) by Owner. NOX-CRETE, INC.'s sole responsibility will be to provide materials for one re-treatment of affected areas 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 or 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 regarding any such matters and no recommendation or statements made by him/her regarding any such matters may be relied upon.

APPLICATOR:

OWNER:

Nox-Crete, Inc.

by _____
(Applicator's representative)

by _____
(Owner's representative)

by _____

DATE _____

DATE _____

DATE _____

SPECIMEN