



chemical solutions to concrete problems

WEATHER-SIL THREE YEAR EXTENDED WARRANTY

PROJECT OWNER'S NAME : _____

PROJECT ADDRESS: _____

OWNER'S ADDRESS: _____
(If different than project address)

OWNER'S PHONE NUMBER: _____ OWNER'S EMAIL ADDRESS: _____

WARRANTY TERM: **3 YEARS COMMENCING FROM DATE OF PRODUCT INSTALLATION**

WARRANTY AREA:

In consideration for payment of NOX-CRETE's warranty service charges and extended warranty fees (\$1.00 US), NOX-CRETE warrants to the Owner that WEATHER-SIL will provide a water repellent effect subject to the fees, costs, limitations and exclusions set forth below, for a period of THREE (3) years from the date it was applied if, and only if, each of the following conditions are met:

WARRANTY REQUIREMENTS:

1. Owner/Applicator has fully completed and submitted to NOX-CRETE an Extended Warranty Application Worksheet for the above referenced project.
2. All stipulations put forth in the Extended Warranty Application have been met.
3. WEATHER-SIL has been applied in accordance with all directions for use listed in the manufacturer's product data sheet.
4. NOX-CRETE representatives or agents are permitted to visit the project site during normal business hours during warranty period.
5. Owner and/or Applicator gives written notice of any claims that WEATHER-SIL has failed to provide a water repellent effect within thirty (30) days of the date the failure is discovered.
6. If warranty conditions are not met or service charges or fees have not been paid, this offer of an extended warranty will be considered withdrawn and no extended warranty will be given by NOX-CRETE under any circumstances.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

If each of the above stated conditions are met and WEATHER-SIL fails to provide a water repellent effect, permitting water to permeate structurally sound areas, NOX-CRETE will, when the area has been properly prepared by the Owner/Applicator for retreatment, provide the Owner/Applicator the materials necessary for one retreatment of the areas on which WEATHER-SIL failed to provide a water repellent effect in accordance with, and at a cost to the Owner/Applicator payable to NOX-CRETE, that portion of the products's then current list price multiplied by the pro rata percentage of the warranty period that has expired at the time WEATHER-SIL is provided for retreatment under the terms of the Extended Warranty. NOX-CRETE will not be responsible for any labor to reapply the WEATHER-SIL or repair any damage caused by the absence of any water repellent effect, nor prepare or be responsible for the cost of preparation of the surface for retreatment.

WARRANTY EXCLUSIONS

This limited warranty does not cover:

1. If, following WEATHER-SIL application, the concrete surface is abraded to a depth below the penetration of the WEATHER-SIL.
2. If loss of water repellent effect results from structural movement or defects, faulty construction, cracked surfaces or as a result of water entering the substrate from surfaces not receiving WEATHER-SIL, treatment.

3. If the surface receiving the application of WEATHER-SIL is misused, willfully or accidentally damaged. This includes damage caused by negligence, unusual natural occurrences or acts of God.
4. If failure is caused by the surface having been subjected to hydrostatic pressure.
5. If application of WEATHER-SIL occurred to substrate areas evidencing scaling and/or spalling damage at time of application.
6. If it is determined that areas evidencing freeze/thaw induced scaling damage and/or chloride ion induced scaling damage is the result of faulty design or faulty construction, including but not limited to failure to meet or follow current ACI 332 – Requirements for Residential Concrete Construction and ACI 332.IR Guide to Residential Concrete Construction recommendations.

EXCLUSION OF ALL OTHER WARRANTIES:

This Extended Warranty is given in lieu of all other warranties, express or implied. NOX-CRETE 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:

WEATHER-SIL is offered for sale by NOX-CRETE and purchased by purchaser subject to the following limitation of liability: In no case shall NOX-CRETE be liable for special, indirect, consequential or incidental damages, including but not limited to structural damages, loss of use or lost profits arising from the use of WEATHER-SIL by Owner/Applicator. NOX-CRETE's sole responsibility will be to provide materials for one retreatment of WEATHER-SIL to 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

Should it be necessary for a NOX-CRETE Technical Representative to inspect a project, it will be for the sole purpose of determining for NOX-CRETE's benefit that there are no Warranty Exclusions applicable to the project and that WEATHER-SIL was properly 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 Owner/Applicator conformance to all requirements and conditions listed above.

Nox-Crete

Signature of Owner/Applicator _____

by: _____

Lori Reid, President

Print Name _____

Date: _____

Print Company Name & Address (If Applicable) _____

Date: _____