

CONCURE MVRA1000 CONCRETE ADMIXTURE WARRANTY PACKAGE

"Warranty against moisture/vapor emissions and adhesion of flooring, roofing and coatings to the concrete substrate for the Lifetime of the Concrete."

NAME OF PROJECT:	
PROJECT LOCATION:	
GENERAL CONTRACTOR:	
READY-MIX CONCRETE PRODUCER:	N Y
DATE OF SUBSTANTIAL COMPLETION:	
2/112 61 60201/11(11)/12 601111 22 1161111	

THE CONCURE GROUP

CONCURE MVRA WARRANTY COVERAGE

Concure Systems, subject to the terms and conditions set forth below, warrants that its Concure MVRA1000 Concrete Admixture, will be free from manufacturing and material defects and that the product conforms to its current applicable specifications of reducing concrete moisture vapor emissions from the surface of concrete to a point below the critical level for flooring, roofing and coatings materials in direct contact with the concrete for the *Lifetime of the Concrete*. It will begin upon the substantial date of completion as provided by the General Contractor. This warranty covers failures of directly adhered materials, and all flooring, roofing and coatings materials in direct contact with the concrete (whether "floating" or adhered), caused by moisture vapor emission from the concrete, and thus "fouling" the adhesive bond of that flooring, roofing, or coatings materials. Concure must have been executed in conjunction with the recommendations as put forth in the most current, available Technical Data Sheet (TDS) as supplied by Concrure. *SPECIAL NOTE - No field moisture tests such as ASTM F1869 nor ASTM F2170 are required prior to conveyance of this warranty. If the Concure MVRA1000 Admixture is on the ready-mix batch tickets, it is deemed effective and working. Any field moisture testing performed and above those recommended by the flooring and/or adhesive manufacturer, a letter Authorizing flooring, roofing, coatings installation may be provided by Concure Systems upon request.

YOUR EXCLUSIVE REMEDY

In the event there is a concrete moisture vapor emission warranty claim concerning Concure MVRA1000 Admixture within the service lifetime of the concrete, the sole and exclusive remedy of the project owner or their representative, is the labor and materials required for the repair and/or removal of the failed flooring, roofing or coatings installation of a warranted topical moisture mitigation product or system, and replacement or repair of the affected flooring/roofing materials (like the original installed product) damaged by concrete moisture vapor emissions. In no event shall Concure Systems or distributors be liable for any special, incidental, consequential, or punitive damages, including loss of profit, business interruption, property damage, economic loss, the removal, and replacement, as well as any damage caused by the removal and replacement, or personal injury. Any and all disputes or claims arising out of or relating to the provisions of the warranty must be arbitrated utilizing the services of a neutral dispute resolution service upon which the project owner and Concure Systems agree, or if they cannot agree, then the services of a nationally recognized arbitration association will be solicited.

FILING A CLAIM

To file a claim under this warranty, the project owner or their representative must contact the West Coast Distributor of Concure Systems, Durability Consultants, directly, in writing, within 30 days of the discovery of the alleged concrete moisture vapor emission issue and before any corrective action is taken. Concure Systems/Durability Consultants reserves the right, without any obligation, to physically inspect, obtain samples and perform testing in the area where the warranty claim occurred, or to engage the services of an independent certified third-party testing agencies to perform those functions on behalf of the company, for the purpose of determining if said claim will be covered under the terms of this warranty. In order to perform, or have performed, the site-specific services described above, the project owner consents to total access for such services, upon a mutually agreed upon schedule of work and with the intent of minimal disruption to the facility. For the most current information that may affect this Warranty can be found at the company website: www.DurabilityConsultants.com/mvra. Durability Consultants is the licensed Representative for Concure Systems in the Western United States.

EXCLUSIONS FROM WARRANTY COVERAGE

Concure Systems shall in no way be responsible for any claims arising from improper installation of materials, improper maintenance of the directly adhered materials or subsequent systems, improper material selection, structural failure, failure of other building systems design or components, inadequate sub-base preparation, damages caused by acts of nature ("acts of God"), inadequate subflooring, or improper subfloor preparations, failure to adhere to the reviewed mix design, improper dosing, non-compliance with applicable building codes and regulations, failure to adhere to standard concrete industry practices in batching, delivery, placement, curing, finishing, or other contaminated concrete or admixtures. **Its important to note, Concure MVRA1000 Admixture protects enhanced concrete from flooring, roofing, and coatings issues. If you use "sawcuts" or other joints that pass through the entirety of the concrete, and do not use an ASTM E1745 compliant vapor retarder installed directly below/in contact with the concrete slab, water/moisture can pass through and disrupt your flooring, roofing and coatings installations. We will be able to discern this event, and we do NOT cover this occurrence. We strongly advise using an ASTM E1745, installed per ASTM E1643 and ASTM F710, or you are "unprotected". Concure MVRA1000 only protects concrete; not where there is no concrete.

YOUR LEGAL RIGHTS

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, CONCURE SYSTEMS EXTENDS NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONCURE SYSTEMS HEREBY DISCLAIMS ANY OTHER WARRANTY OR GUARANTEE UNLESS EXPRESSLY AUTHORIZED, ENDORSED IN WRITING, AND SIGNED BY AN OFFICER OF CONCURE SYSTEMS - DURABILITY CONSULTANTS. ALL CONCURE ADMIXTURE MUST BE PAID FOR IN FULL BEFORE A WARRANTY IS VALID.