

# Spray-Lock Concrete Protection®

## P3 Industrial Waterproofing Warranty

Rev. B 07/15/2022

### Limited Warranty

Spray-Lock Concrete Protection (SCP) will warrant against water migration through the concrete in the specific area(s) where P3 Industrial product was applied for a period of fifteen (15) years from date of substantial completion of the project. This warranty is void if SCP's application instructions or any other technical information stipulated in SCP's documentation were not strictly followed.

### Sole Remedy

This limited warranty is for the sole and exclusive remedy of purchaser for any claim concerning this product, including, but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise covers against failures due to concrete water and subsurface water transmissions through the parent concrete.

### Buyer's Responsibilities

User determines the suitability of product for intended use and assumes all risk. This limited warranty does not include or cover moisture movement through the structure resulting from the penetration of water through poorly consolidated concrete, construction joints, penetrations, openings, contaminations within the concrete, or any openings that occur due to settling, cracking, shrinkage, or other movement of the concrete. This limited warranty does not include water transmission from topical surface intrusion, transfer and/or migration from an untreated external source such as flooding, or seepage through concrete via joints, wall joints, structural cracks, and/or other contiguous untreated areas of the facility. Due to the variation in job conditions, surface preparations, concrete substrates, and application methods, SCP cannot ensure uniformity in product performance.

The recipient of the limited warranty must provide SCP a written notice within thirty (30) days after the discovery of a breach of this limited warranty to assert its right to any repairs covered by this limited warranty. Claims shall be addressed to 5959 Shallowford Road, Suite 405, Chattanooga, TN 37421, Attn: Technical Director. SCP must be allowed a reasonable opportunity within which to inspect property to which SCP products have been applied and to take core samples of the area for evaluation.

The cost of any site visit requested under a warranty claim- which does not reveal any problem relating to the warranty must be paid for, at SCP sole discretion, by the party requesting the inspection, including any core sample and testing. The party requesting the site visit will pay for the associated costs first; these will be reimbursed by SCP if the claim is valid.

### Warranty Limitations

By this limited warranty, SCP agrees that should the P3 Industrial treatment fail due to water migration; SCP will repair and/or replace, at its expense including direct labor and materials affected in the P3 Industrial treatment area, the P3 Industrial treatment, and the following:

- 1) SCP will be involved in the repair work; proposed costs for labor and material costs shall be submitted to SCP for review and approval. Breathable coating and/or covering systems, and roofing systems will be replaced based on current pricing for the same materials or equivalent at SCP's discretion.
- 2) This applies only to the installed system as originally applied and only to that portion of the system which is affected by the defect between closest transitions. SCP will not be responsible for the replacement of any portion of the installation that is not defective, regardless of whether such non-defective portions are replaced for cosmetic or other such reasons.

This limited warranty is further subject to the following conditions:

1. P3 Industrial must be applied according to SCP application specifications, with application records kept by applicator or contractor and made available to SCP upon request, on structurally sound and clean areas in which the concrete is fit-for-purpose for application and meets acceptable industry standards as defined in the current editions of ACI 318 and 201. If the areas to which the products are applied now or in the future fail to meet these requirements, the limited warranty shall be void.
2. This limited warranty shall be void if a waterproofing admixture, permeability reducing admixtures, or moisture vapor reducing admixture (MVRA) is utilized in the concrete or another moisture remediation product is used prior to the installation of this product.

3. The limited warranty shall be void if a cohesive substrate failure at the concrete surface occurs resulting in an installed system failure, the concrete surface has been treated with any kind of waterproofing and/or penetrating sealer prior to P3 Industrial product application, and/or has alkali-aggregate reaction (AAR) conditions causing failure, surface scaling, and/or bond-inhibiting contaminants are present. Any topical surface sealer or curing compound used on the concrete not removed prior to application will void this warranty. Cracks and joints are not covered by this limited warranty.
4. The limited warranty shall be void if substrate concrete is determined, through independent forensic examination, to have not met the project specifications or engineer-approved mix design in any required constituent percentage within the tolerances allowed by ASTM C94 (for ready mixed concrete) or applicable ASTM/PCI for precast concrete.
5. The limited warranty shall be void if P3 Industrial products have been improperly applied by the applicator.
6. This limited warranty shall be void if the account is not paid in full by 60 days from the date of purchase. For special considerations that prove to be necessary on large projects or any other requested accommodations documentation must be on-file with SCP Customer Service.

Liability for the breach of warranty will not include:

- a. Any damage which arises after application of the product and which can be attributed to external causes or any other factor beyond the reasonable control of SCP, including but not limited to dynamic structural building movement, design defect, earth tremors, fire, flood, or work conducted by other tradespersons affecting the waterproofed area or the failure of other components or labor skill shortfalls.
- b. Discoloration or other damage to the surface effects if the product affecting only the aesthetic qualities of the product or surface appearance.

This warranty only applies to the product under the following conditions:

The product is used in a proper and professional manner and is stored, handled, and installed strictly in accordance with SCP current instructions for use and any written specifications published by SCP for its application. The environment in which the product must perform has been properly characterized, is consistent with the requirements of the technical literature and will not change for the term of the warranty.

SCP makes no other warranty, expressed or implied, and is not responsible for substandard concrete workmanship or practices in placing, or finishing. SCP is not responsible for substandard slab preparation and/or coating or covering installation. SCP shall be entitled to legal fees, costs, and expenses, in defending and enforcing this warranty against the purchaser, end-user, and others, regardless of any local law or ordinance that prohibits such entitlements.

### **Governing Law**

Subject to all the conditions described herein, provided that P3 Industrial has been made available and installed according to SCP guidelines, SCP will be responsible for reinstatement of the systems as listed above, which results from a breach of this limited warranty caused by a defect as described herein. The warranty shall be subjected to, construed under, and enforced according to the laws of the State of Tennessee exclusive of its choice or conflicts of laws principles. The account related to this limited warranty must be paid in full prior to the limited warranty being effective. Any claim under this warranty must be first presented in writing to SCP.

Any action in regard hereto or arising out of the terms and conditions hereof shall be instituted and litigated in the courts of the state of Tennessee in Hamilton County, Tennessee or any federal court sitting therein and no other. In accordance herewith, the parties hereby submit to the jurisdiction and venue of such courts and waive any objection that such courts are an inconvenient forum. The parties hereby waive the right to a jury trial in any action, proceeding or counterclaim arising out of or related to this limited warranty. In no event shall SCP be liable for any special, incidental, consequential, or punitive damages, including loss of profits and use.