

# Spray-Lock Concrete Protection®

## P3 Marine Limited Warranty

Rev. Rel. 04/08/2020

### Limited Warranty

SCP hereby states that P3 Marine satisfactorily meets all its required ISO 9001 quality control requirements. SCP will warrant P3 Marine for a period of ten (10) 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.

This warranty is subject to the limitations of the conditions listed below:

1. The recipient of the limited warranty must provide SCP a written notice within thirty (30) days after the discovery of a defect in the SCP products for 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.
2. If SCP is satisfied that the warranty applies then SCP will, at SCP cost and option, and subject to the other terms of this warranty:
  - a. Replace the product supplied or re-supply the product;
  - b. Replacement product quantities will be based on the residual value of the product supplied by SCP. The actual amount of product to be supplied will be calculated on a sliding scale basis according to the time that has elapsed on the warranty. The amount to be supplied will be reduced by 20% for every 2 years that the warranty is in effect.
3. 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.
4. Liability for the breach of warranty will not include for:
  - a. Any consequential loss
  - b. 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 roofing components such as drains, flashing materials, fasteners or labor skill shortfalls.
  - c. Discoloration or other damage to the surface effects if the product affecting only the aesthetic qualities of the product or surface appearance.
5. To the greatest extent permitted by law, this warranty is in lieu of all warranties express or implied. Seller disclaims all other warranties, expressed or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
6. Liability for breach of any condition or warranty implied under the Trade Practices ACT (other than section 69) relating to products which are not of a kind ordinarily acquired for personal, domestic, or household use or consumption will, at SCP option be limited to the replacement or repair of the product supplied or payment of the cost of replacement of the product supplied.
7. This warranty only applies to the product if:
  - a. It 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;
  - b. 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;
  - c. It is applied by the approved SCP applicator to a structurally sound and correctly prepared substrate and such substrate, together with surrounding or adjacent surfaces shall have remained stable and sound;
  - d. No other product or material has been added to or used in conjunction with the product, unless approved by SCP in writing;
  - e. It is allowed sufficient time to cure within the recommended period specified on SCP's current instructions for use;
  - f. SCP has received full payment for the product within payment terms;
  - g. Failure to follow the requirements of this warranty will void this warranty. Repairs should not begin until after evaluation has been completed by SCP.
  - h. 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. 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.