



TRAXX CORPORATION

1. WARRANTY COVERAGE: Subject to the terms and conditions set forth below, **TRAXX CORPORATION** warrants that the product(s) and materials set forth on Schedule A attached hereto (the "Product") installed at the project site indicated on Schedule A (the "Project") will be free from manufacturing defects and will not fail due to concrete moisture vapor transmission (up to 25lbs / 100% RH) or alkalinity (up to PH14) under normal usage (the "Limited Warranty") for a period of Ten (10) years from the date of purchase of the Product indicated on Schedule A (the "Warranty Period"), provided the Product is used in accordance with (a) the terms contained herein; (b) the technical data sheets and other written materials issued by **TRAXX CORPORATION** for the Product (collectively, the "Product Literature"); and (c) all applicable governmental regulations, building codes and standard industry practices.

2. CONDITIONS OF COVERAGE: The Product shall be warranted under this warranty during the Warranty Period provided:

- (a) the Product is used for a suitable and compatible use, it being expressly understood that it is the sole responsibility of the owner, contractor and/or sub-contractor to test (or have tested) the suitability and compatibility of the Product for its intended use and assume all risk and liability associated therewith;
- (b) concrete treated areas must at all times be clean, "structurally sound" and satisfy all industry standards, including, but not limited to, ACI Committee 201 Report, "Guide to Durable Concrete" as may be amended at any time ("ACI 201.2R-16");
- (c) the surface must not be treated with any kind of penetrating surface sealer like silicates;
- (d) the Product must be installed within the United States.

3. EXCLUSIONS FROM WARRANTY COVERAGE: The following are specifically excluded from coverage under this warranty: structural failure, inadequate subflooring or improper subfloor preparation at the Site; incursion due to improper drainage, broken water pipes or cracked foundation; positive gas drive permeating the location of installation of the Product; damages caused by acts of God, including, but not limited to, hurricane, flooding, earthquake or other types of natural disasters, or as a result of unforeseen circumstances; acts of negligence or Product misuse or abuse; variations of color, shade or texture from those shown on samples, Product packaging or any other marketing materials; changes in color due to exposure to sunlight or age; hydrostatic pressure or topical water damage; normal wear and tear resulting from usage; efflorescence and shading inherent in all cementitious products; and cracking due to structural movement, excessive deflection or other failure of the substrate.

4. FILING A CLAIM: To file a claim under this warranty (a "Warranty Claim"), the original purchaser of the Product must contact **TRAXX CORPORATION** in writing within fifteen (15) calendar days of the discovery of the alleged manufacturing defect in the Product at: **TRAXX CORPORATION**, Attn: Tech Services, 1201 E. Lexington Avenue, Pomona CA 91766. Proof of purchase of the Product must be submitted with any Warranty Claim. **TRAXX CORPORATION** has the right, without any obligation, to physically inspect, perform testing, and obtain samples from the Site where the Warranty Claim occurred, or to engage an independent third party to perform such services before **TRAXX CORPORATION** determines the validity of a Warranty Claim. In order to perform (or have performed) the services described in the prior sentence for purposes of validating a Warranty Claim, the owner of the Site must allow **TRAXX CORPORATION** or its agents to access to that part of the Site for which the Warranty Claim applies. If the owner denies **TRAXX CORPORATION** or its agents access to the Site to

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validate a Warranty Claim, the Warranty Claim shall be automatically rejected. The owner of the Product agrees to pay for the services provided in this Section 4 and all related costs of **TRAXX CORPORATION** if the Warranty Claim is determined in **TRAXX CORPORATION's** sole discretion to be invalid under this warranty.

5. VOID ACTS: This warranty shall be voided in the event the terms of this warranty are not complied with or any of the following occur:

- (a) the areas at the Site are not properly prepared in accordance with **TRAXX CORPORATION's** product surface preparation requirements; or any substrate containing any bond inhibiting contaminants, including, but not limited to, organic hydrocarbons (oils, grease or solvents), penetrating surface sealers, curing compounds (both organic and inorganic), hardeners or densifiers, surface dust or dirt, adhesives or adhesive residue, old patch or underlayment material, improperly applied crack or expansion compounds or any other deleterious compounds or materials that may prevent proper performance and/or adhesion of the Product;
- (b) there are any topically applied compounds or integrally added compounds such as unreacted water soluble silicates, Calcium Chlorides or Aluminum Stearates or any compound or material that acts or may act as a bond-breaker to surface applied systems or that causes efflorescence;
- (c) there is a cohesive substrate failure in the concrete surface resulting in a delamination of the Product due to (but not limited to) the following: conditions within the concrete such as Alkaline Silica Reaction (ASR) and/or "Near Surface ASR" and any deleterious compounds that form within the concrete matrix that are considered construction defects or related conditions as revealed by post application testing; or
- (d) any unauthorized third party treats the Product at the Site during the Warranty Period without **TRAXX CORPORATION's** prior written consent.

6. EXCLUSIVE REMEDY: After submission of a Warranty Claim and validation of any defect of the Product by **TRAXX CORPORATION**, **TRAXX CORPORATION** will reimburse, replace or repair, in **TRAXX CORPORATION's** sole discretion, the substantiated defective Product, together with flooring system costs (i.e. primers, self-leveling underlayments, patching compounds, adhesives and flooring materials) and reasonable labor costs for only that specific portion of the Product set forth in the Warranty Claim requiring replacement. The remedies set forth in this paragraph shall be your exclusive remedy regarding the Product. This warranty shall terminate upon the reimbursement, replacement or repair of the defective Product, as applicable.

7. YOUR LEGAL RIGHTS: This constitutes your entire express warranty for the Product. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE WARRANTY PERIOD OF THIS WARRANTY UNLESS OTHERWISE VOIDED AS PROVIDED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. **TRAXX CORPORATION** WILL NOT BE LIABLE IN EITHER TORT OR CONTRACT FOR ANY LOSS OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY, OR FOR ANY LOST PROFITS OR BUSINESS INTERRUPTION LOSS OR ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR ANY BREACH BY UNISEAL OF ANY EXPRESS OR IMPLIED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF **TRAXX CORPORATION** WILL BE ENFORCEABLE AGAINST UNISEAL UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. This warranty: (a) shall commence on the date of purchase of the Product and shall end as specified herein and (b) is limited to the original purchaser and is nontransferable. **8. GOVERNING LAW:** This warranty shall be governed by and construed in accordance with the laws of the California without regard to conflict of law principles.

LiquiShield 100™

ROLL-ON MOISTURE BARRIER

SCHEDULE A FORM

**Required for 10 yr warranty

CUSTOMER NAME & ADDRESS:

INSTALLATION COMPANY:

INSTALLATION CO. CONTACT INFO:

FINISHED FLOORCOVERING MANUFACTURER / STYLE / COLOR:

TYPE OF FLOOR PREP BEING USED AND METHOD OF PREPARING SUBSTRATE(I.E. SCRAPE/GRIND /SHOTBLAST,ETC.) AND CLEANING METHOD(VACUUM, AUTO SCRUBBER, MOP, BROOM, ETC.)

CSP ACHIEVED (I.E. 1,2)

DIRECT BOND APPLICATION

YES _____ NO _____

NAME OF ADHESIVE USED AND TROWEL SIZE:

CURING COMPOUND OR SEALER USED

YES _____ NO _____

IF YES, NAME OF CURING OR SEALER PRODUCT USED

HAS FLOOR BEEN ABATED

YES _____ NO _____

IF YES, NAME OF ABATEMENT PRODUCT USED

IS BUILDING ENCLOSED

YES _____ NO _____

HVAC OPERATIONAL

YES _____ NO _____

RH OR CALCIUM CHLORIDE RANGE OF RESULTS (%):
(READINGS AND FLOOR PLAN MUST BE ATTACHED)

ASTM F3191-16 PERFORMED:

YES _____ NO _____

SQUARE FOOTAGE(ft2) OF AREA TO BE TREATED

_____	NEW SLAB	_____	EXISTING SLAB
_____	BELOW GRADE	_____	ABOVE GRADE
_____	ON GRADE		

IF EXISTING, PREVIOUS FLOORCOVERING AND ADHESIVE TYPE:

DATE INSTALLED:

DISTRIBUTOR NAME:

DISTRIBUTOR SALESPERSON:

APPROVED BY:

APPROVAL DATE:
