

TRAXX CORPORATION

I. 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"); An intact vapor retarder is installed per ASTM E1745 (the standard specification for plastic water vapor retarders used in contact with soil or granular fill under concrete slabs);
- (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.

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 **TRAKK** 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 TOYOU. TRAKE CORPORATION WILL NOT BE LIABLE IN EITHERTORT 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.

10 YEAR WARRANTY SCHEDULE A FORM

LiquiShield 100

ТМ

CUSTOMER NAME & ADDRESS:				
INSTALLATION COMPANY:				
INSTALLATION CO. CONTACT INFO:				
FINISHED FLOORCOVERING MANU	FACTURER / STYLE / COLOR:			
TYPE OF FLOOR PREP BEING USED	AND METHOD OF PREPARING			
SUBSTRATE(I.E. SCRAPE/GRIND /S METHOD(VACUUM, AUTO SCRUBB	HOTBLAST,ETC.) AND CLEANING			
CSP ACHIEVED (I.E. 1,2)				
DIRECT BOND APPLICATION		YES	NO	
NAME OF ADHESIVE USED AND TRO	OWEL SIZE:			
CURING COMPOUND OR SEALER USED		YES	NO	
IF YES, NAME OF CURING OR SEALE	R PRODUCT USED			
HAS FLOOR BEEN ABATED		YES	NO	
IF YES, NAME OF ABATEMENT PRO	DUCT USED			
IS BUILDING ENCLOSED		YES	NO	
HVAC OPERATIONAL		YES	NO	
LIQUID MOISTURE ON THE SURFACE		YES Indicates more th	NO	
POROSITY MUST BE ACHIEVE	ED PRIOR TO INSTALLATION	multates more th		
ASTM F3191-16 PERFORMED:	WATER DROPLET TEST POROSITY ACHIEVED	YES	NO NO	
	(see technical bulletin on porosity			
*Since concrete porosity can vary,	it is recommended that you perform	m 3 tests in the first	t 1,000 ft ² and then 1 test per every ac	lditional 1,000 ft ²
SQUARE FOOTAGE(ft2) OF AREA TO) BE TREATED			
			NEW SLAB	EXISTING SLAB
			BELOW GRADE	ABOVE GRADE
			ON GRADE	
IF EXISTING, PREVIOUS FLOORCOV	ERING AND ADHESIVE TYPE:			
DATE INSTALLED:				
DISTRIBUTOR NAME:				
DISTRIBUTOR SALESPERSON:				
APPROVED BY:				
APPROVAL DATE:				
	IF A WARRAN	NTY CLAIM IS SUB	BMITTED:	

CORE SAMPLES WILL BE TAKEN AND SCIENTIFICALLY TESTED TO DETERMINE POROSITY AND DEPTH OF PENETRATION



CHECKING FOR SUBSTRATE POROSITY

WARNING: Not all concrete is porous. Several factors can result in even a new slab ending up non-porous; steel troweling, surface sealers, etc. It is the floor covering installers responsibility to determine porosity. Porosity will most often determine the suitability of an adhesive, what trowel to use and required open time.



Information based on ASTM F3191-16. <u>www.astm.org</u> For complete information on ASTM F3191-16 please go to ASTM Website

Substrates should be at the service temperature and relative humidity expected during normal use or at the conditions required for installation of the floor covering material based on manufacturer's specifications.

Always conduct multiple tests in multiple areas of the project. Porosity can vary from one area to another.

Place a single drop of potable water, approximately 0.05 mL (Image A) on the substrate surface using a pipette, water dropper, straw, etc.

Record the amount of time required for the substrate to completely absorb the deposited water (Image B). If the time required is less than one minute the substrate is considered porous, if greater than one minute it is considered non-porous.

Length of Time to Absorb	Substrate Determination		
≤ 1 minute	Porous/Absorptive		
> 1 minute	Non-porous/Absorptive		

Image A



Image B

