

Spray-Lock Concrete Protection[®]

P3 Marine Limited Warranty

Rev. A 10/19/2020

Limited Warranty

Spray-Lock Concrete Protection warrants this product for ten (10) years from the date of substantial completion to be free from manufacturing defects and to meet the technical properties on the current technical documents if used as directed within the shelf life, subject to the limitations set forth below.

Sole Remedy

If the product is proven defective during the warranty period, SCP will replace the defective product or supply SCP products needed for product remediation to the affected area or refund the buyer's purchase price, at SCP's option. Liability for breach of any condition or warranty implied 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.

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 of 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. Due to the variation in job conditions, surface preparations, concrete substrates, and application methods, SCP cannot ensure uniformity in product performance.

Any claims under this warranty must be made to SCP's Technical department within thirty (30) days of the customer becoming aware of a defect in SCP products and 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. 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, replace the product supplied or re-supply the product; Replacement product quantities will be based on the residual value of the product supplied by SCP.

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

Liability for the breach of warranty will not include:

- 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 components 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.

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. 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.

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. The product is applied to a 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. 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. 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 standards for precast concrete.

No other product or material has been added to or used in conjunction with the product, unless approved by SCP in writing. The product is allowed sufficient space and time to react within the recommended period specified on SCP's current product data sheet. SCP has received full payment for the product within payment terms. Failure to follow the requirements of this warranty will void this warranty. Repairs should not begin until after evaluation has been completed by SCP.

Governing Law

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.

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 in order 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.