

**VEXCON**
CHEMICALS, INC.Concrete solutions for architects, engineers and builders since 1974
888-839-2661 | sales@vexcon.com | 7240 State Road | Philadelphia, PA 19135 vexcon.com

Date:
Project Name and Address:
General Contractor:
Applicator:
Owner:
Date of Application:
Completion Date:
Warranty Period:
Attention:

StarSeal® EZ Lift**LIMITED MATERIAL COMPATIBILITY WARRANTY**

Vexcon Chemicals warrants to the owner that all Vexcon tilt-up component products are 100% compatible. This warranty covers compatibility only and does not cover product(s) performance. Each product's specific warranty, if applicable, will apply to the performance of said product. Refer to product warranty requirements for individual component product(s).

For each product utilized in the tilt-up project, material must be applied in accordance to manufacturer's instructions. It is the responsibility of the contractor to follow all directions and requirements as outlined in each current Vexcon product data sheet and any other supporting documentation.

IN THE EVENT A PRODUCT(S) FAILS DUE TO INCOMPATIBILITY AS THE EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY, VEXCON CHEMICALS WILL

(AT ITS OWN EXPENSE, SUPPLY SUFFICIENT PRODUCT TO REPAIR ANY SUCH FAILURE.)

Or

(REFUND FULL PURCHASE COST FOR PRODUCTS WHICH WERE DEEMED TO FAIL DUE TO INCOMPATIBILITY)

This limited warranty extends only to conditions arising due to the fault of the material and does not extend to conditions caused by: natural disasters, structural defects, delaminating of previous coating or cementitious overlays as long as the Vexcon coating is adhered to the old coating or overlay, building settling or movement, vandalism or negligence. Any claim under this limited warranty must be presented during the limited warranty period and within 14 days after any covered condition has occurred. Notice shall be in writing to Vexcon Chemicals, 7240 State Road, Philadelphia, PA., 19135.

The limited warranty period shall not be extended by the replacement of materials under this limited warranty but the remaining limited warranty period shall continue in effect and be applicable to the re-coated areas under conditions of the limited warranty.

Any claim under this limited warranty must be presented during the limited warranty period and within 14 days after any covered condition has occurred. Notice shall be in writing to Vexcon Chemicals, 7240 State Rd., Philadelphia Pa. 19135

Vexcon Chemicals makes no other limited warranties whatsoever with respect to any materials sold thereunder, except that such materials shall conform to Seller's physical specifications therefor in effect at the time of shipment and Buyer acknowledges that it is relying upon no other warranty.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY IS ALSO IN LIEU OF ANY OTHER POSSIBLE LIABILITIES OF VEXCON, WHETHER ALLEGED TO ARISE BY AGREEMENT OR BY OPERATION OF LAW. RESPECTING THE SALE, APPLICATION, USE OR FUNCTION OF VEXCON' PRODUCTS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR ANY OTHER TORT. IN NO EVENT SHALL VEXCON BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE, REAL OR PERSONAL, ATTRIBUTED TO ITS PRODUCTS, NOR FOR ANY EXCAVATION, REMOVAL, REAPPLICATION, DOWNTIME, CLEANUP, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF MARKET VALUE, LOSS OF RENTAL, VALUE OR FOR ANY LOSS OF PROFITS OR OTHER SPECIAL, INCIDENTAL, RESULTING, CONSEQUENTIAL OR EXEMPLARY DAMAGE.)

Authorized by:
Vexcon Chemicals

By (print): Darryl Manuel By (sign): _____ Date: _____
Title: President

Distributor
By (print): _____ By (sign): _____ Date: _____
Title: _____

Building Owner
By (print): _____ By (sign): _____ Date: _____
Title: _____

General Contractor:
By (print): _____ By (sign): _____ Date: _____
Title: _____

Applicator Contractor:
By (print): _____ By (sign): _____ Date: _____
Title: _____