



PROACTIVE CONCRETE SOLUTIONS

ADMIXTURES • PARTNERSHIPS • SUSTAINABILITY • LEARNING

ISE LOGIK ADHESIVE WARRANTY FOR CONCRETE & SLAB COVERING INSTALLATION SYSTEMS

Project Name:

Project Name
Project Address, City, State Zip

General Contractor:

Company Name
Attn: Point of Contact
Phone Number; Email
Company Address, City, State Zip

Specifically Reviewed and Warranted Materials:

- *Substrate surface preparation established by the manufacturer must be followed.*
- *Substrate temperature, ambient temperature, and ambient humidity conditions established by the manufacturer must be followed.*
- *Application rates will vary significantly based on substrate surface porosity.*
- *Dew point evaluation should be conducted before any installation. Conditions should reflect 5 degrees above dew point with the temperature rising.*

Effective Date:

to be determined

A handwritten signature in black ink that reads "Dean E. Craft".

Dean E. Craft
Principal

ADHESION WARRANTY COVERAGE: ISE LOGIK

ISE Logik ("company"), subject to the terms and conditions set forth below, warrants that its MVRA 900 ("product"), will be free from manufacturing defects and, subject to the terms and conditions specified herein, warrants to repair any area where a material designed for direct application to a properly prepared concrete substrate surface has released under normal usage due to chemical incompatibility caused by the MVRA 900. This warranty is in effect when the MVRA 900 admixture and the directly adhered materials have been installed in complete accordance with their respective manufacturers' instructions, applicable industry standards, ASTM F710, to include but not limited to adhesive bond tests prior to full installation of the directly adhered material, but with the express exclusion of field moisture testing per ASTM F1869 or ASTM F2170.

YOUR EXCLUSIVE REMEDY

In the event there is an adhesive bond failure between the properly prepared concrete substrate surface and the directly adhered material: 1) during an observed bond test, the sole and exclusive remedy of the project owner or their representative, is the labor and materials required to either apply a suitable primer or other bond-enhancing agent, or to apply a suitable cementitious underlayment compatible with the specified directly adhered material sufficient to isolate the directly adhered material from the properly prepared concrete substrate surface; 2) within the applicable warranted performance period of the directly adhered material, the sole and exclusive remedy of the project owner or their representative, is the labor and materials required to remove the affected material, properly prepare the concrete substrate surface area, apply a suitable primer or other bond-enhancing agent, or to apply a suitable cementitious underlayment compatible with the specified directly adhered material sufficient to isolate the directly adhered material from the properly prepared concrete substrate surface, and reinstall the affected material. ISE Logik's obligation over the life of this Limited Warranty is limited to the Owner's original purchase price of the Coating, prorated based on the remaining months of the unexpired warranty. These remedies are at the sole discretion of ISE Logik and cover all claims including, but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise. In no event shall ISE Logik nor its successors be liable for any special, incidental, consequential, or punitive damages, including loss of profit, business interruption, property damage, economic loss, the removal, and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, or personal injury. Any and all disputes or claims arising out of or relating to the provisions of the warranty must be arbitrated utilizing the services of a neutral dispute resolution service upon which the project owner and ISE Logik agree, or if they cannot agree, then the services of a nationally recognized arbitration association will be solicited.

FILING A CLAIM

In the event that any directly adhered material should lose adhesion to the properly prepared substrate; the Owner must give notice to ISE Logik in writing by email within thirty (30) days of the discovery of the loose material and before expiration of the project specific warranty. By so notifying ISE Logik, the Owner authorizes ISE Logik or its designee to investigate the condition at its option upon a mutually agreed upon schedule of work and with the intent of minimal disruption to the facility. ISE Logik reserves the right, without any obligation, to physically inspect, obtain samples and perform testing in the area where the warranty claim occurred, or to have its designee perform those functions on behalf of the company. The owner agrees to compensate ISE Logik for those services and all related costs of the company if the claim is invalid under this warranty. ISE Logik must receive and be permitted to evaluate any claim against this warranty prior to any repair work being performed; failure to do so would render this warranty null and void. For the most recent information regarding our product, warranty and associated technical information, please refer to our website at: www.iselogik.com.

EXCLUSIONS FROM WARRANTY COVERAGE:

ISE Logik shall in no way be responsible for any claims arising from improper installation of materials; improper maintenance of the directly adhered materials or subsequent systems; improper material selection; structural failure; failure of other building systems design or components; inadequate sub-base preparation; damages caused by acts of nature ("acts of God"); inadequate subflooring, or improper subfloor preparations (field moisture testing excluded); failure to adhere to the reviewed mix design; improper dosing; non-compliance with applicable building codes and regulations; air leakage leading to roof system moisture gain and subsequent failure; failure to adhere to standard concrete industry practices in regards but not necessarily limited to batching, delivery, placement, curing and/or finishing; other concrete additives; contaminants in the concrete; cracks, joints or voids resulting after the product introduction; lack of an ASTM E1745 compliant vapor retarder installed directly below/in contact with the slab on ground per ASTM E1643 and ASTM F710; or failure to comply with our product literature. Further, ISE Logik is not responsible for any claim arising from failure to follow project specifications and documents as well as any incompatibility between the various components of the specified and installed directly adhered materials, nor is ISE Logik responsible for any warranty limitations or exclusions listed within the warranties or installation instructions by the manufacturers of the installed materials. ISE Logik shall be entitled to all costs to include but not limited to incidental expenses, legal fees, expert consultant review, and travel in defending this last clause against purchaser, project owner, individual claimant and their organization, and others as appropriate. It is expressly understood that purchaser of MVRA 900 acknowledges that the company is not responsible or liable under any circumstances for using the MVRA 900 product in mix designs that have not been previously reviewed and approved by ISE Logik.

YOUR LEGAL RIGHTS:

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, ISE LOGIK EXTENDS NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ISE LOGIK HEREBY DISCLAIMS ANY OTHER WARRANTY OR GUARANTEE UNLESS EXPRESSLY AUTHORIZED, ENDORSED IN WRITING AND SIGNED BY AN OFFICER OF ISE LOGIK.

Account must be paid in full before project specific adhesion warranty is issued.