



ISE LOGIK MVRA 900 CONCRETE MOISTURE VAPOR EMISSION WARRANTY

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

Effective Date:

As directed by project

**Dean E. Craft, Principal
ISE Logik**

WARRANTY COVERAGE: ISE LOGIK MVRA 900

ISE Logik (“company”), subject to the terms and conditions set forth below, warrants that its ISE Logik MVRA 900 (“product”), will be free from manufacturing and material defects and that the product conforms to its current applicable specifications of reducing concrete moisture vapor emission from the concrete itself to a point below the critical level for flooring and roofing materials in direct contact with the concrete for the lifetime of the concrete, beginning from the date of substantial completion (or the effective date annotated on the project specific warranty, whichever is greater). This warranty covers failures of directly adhered materials, and all flooring materials in direct contact with the concrete (whether loose-laid or adhered), caused by moisture vapor emission from the concrete and is in effect when the product purchased is used within its shelf life and has never been allowed to freeze; and when the product is incorporated into the approved concrete mix design according to the technical data sheet and other written materials issued by ISE Logik for the product which are in effect at the time of use. No further field moisture tests such as ASTM F1869 nor ASTM F2170 are required prior to conveyance of this warranty; ASTM F2170 results are specifically not applicable to concrete treated with a moisture vapor reduction admixture (MVRA). If conducted, ISE Logik warrants up to 100% RH per ASTM F2170 and up to 25 pounds MVER per ASTM F1869.

YOUR EXCLUSIVE REMEDY

In the event there is a concrete moisture vapor emission warranty claim concerning ISE Logik’s MVRA 900 within the service lifetime of the concrete, the sole and exclusive remedy of the project owner or their representative, including, but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is the labor and materials required for the repair and/or removal of the failed flooring or roofing, installation of a warranted topical moisture mitigation product or system, and replacement or repair of the affected flooring/roofing materials (like the original installed product) damaged by concrete moisture vapor emission. In no event shall ISE Logik, its affiliates, or 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

To file a claim under this warranty, the project owner or their representative must contact ISE Logik directly, in writing, within 30 days of the discovery of the alleged concrete moisture vapor emission issue and before any corrective action or testing is taken. 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 engage the services of an independent certified third-party testing agencies to perform those functions on behalf of the company, for the purpose of determining if said claim will be covered under the terms of this warranty. In order to perform, or have performed, the site-specific services described above, the project owner consents to total access for such services, upon a mutually agreed upon schedule of work and with the intent of minimal disruption to the facility. Further, 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 testing or repair work being performed; failure to do so would render this warranty null and void. Any and all disputes or claims arising out of the use of ISE Logik MVRA 900 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. 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; contaminates 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.

All product must be paid for in full before a project specific warranty is issued.