



Sample Warranty – AC•Tech Oil Buster System™

Project: _____ AC•Tech Rep _____

Project Address: _____

Floor Size: _____

AC•Tech System Used: _____ Date Applied: _____

Project Completion Date: _____ Approved Applicator: _____

Spread Rate Applied: _____ Gallons Used: _____

Final Flooring: _____ Date Applied: _____

AC•Tech (Allied Construction Technologies, Inc.) will warrant for a period of ten (10) years the listed AC•Tech Oil Buster System™ (“OBS”) against material defects. In addition, AC•Tech will warrant for performance the oil removal and subsequent sealing of the substrate as shown in the AC•Tech product data sheets and printed literature, provided that all the recommended floor preparation, mixing, application instructions, and any other technical information stipulated in AC•Tech literature are strictly followed. The Oil Buster System™ has a water vapor transmission threshold of 6 lbs (ASTM F 1869) if this threshold is exceeded then a vapor reducing system such as the AC•Tech 2170™ epoxy resin product must be applied over the cured OBS treatment. This limited warranty covers against performance failure due to the migration of any oils or hydrocarbons through the applied Oil Buster System™ (OBS) only and includes the following:

1. AC•Tech approved vapor reduction systems and adhesives
2. AC•Tech approved cementitious underlayments
3. Floor covering systems (including epoxy, polyurethane and MMA systems)
4. All labor charges involved in removing and replacing flooring in the area under warranty

Should the AC•Tech Oil Buster System™ fail due to oil or hydrocarbon migration the failed flooring composite will be replaced in the areas of failure at no cost to the owner.

This limited warranty is further subject to the following conditions:

1. AC•Tech products must be applied as per written product application specifications on "structurally sound" areas in which the concrete meets acceptable industry standards as defined in ACI Committee 201 Report, "Guide to Durable Concrete." If the areas to which the products are applied now or in the future fail to meet these standards, the aforementioned warranty shall be void.

2. The foregoing warranty shall be void if a cohesive substrate failure in the concrete surface occurs resulting in a breach or delamination of the AC•Tech OBS System and/or alkaline silica reaction (ASR) and related conditions causing the AC•Tech OBS material to fail.
3. The aforementioned warranty shall be void if the products are applied to improper substrates such as cracks, expansion joints and surface honeycombs or in areas not properly prepared per AC•Tech's surface preparation requirements, or surface bond inhibiting contaminants are present preventing proper performance/adhesion of the AC•Tech products.
4. The foregoing warranty shall be void if the AC•Tech required guidelines for material coverage/surface preparation are not strictly followed (see product data sheets, specifications, and written literature).
5. The foregoing warranty shall be void in those areas where there is oil migration to the surface due to a breach in the cured coating system caused by cracks in the substrate and therefore in the cured OBS coating that develop after the application of the AC•Tech products, this may be due to structural deficiencies, surface impacts and substrate cracking caused by thermal or geological movements. This warranty is also void in those areas where there is any leakage due to active water-head incursion.
6. The foregoing warranty shall be void if the AC•Tech 2170™ products have been applied by an applicator not approved by AC•Tech.

Subject to the foregoing, the sole and exclusive remedy due to a breach of this warranty shall be expressly limited to the repair of defective areas due to the failure of the AC•Tech products, and shall expressly exclude consequential damages including, but not limited to; damages to structure or to contents of structures. This warranty will not go into effect until all invoices/accounts are paid in full. The beneficiary of the warranty must provide AC•Tech, Allied Construction Technologies, Inc., 3302 Croft Street, Norfolk, VA 23513, a written notice within thirty, (30) days of the discovery of a breach of this warranty in order to assert its right to any repairs covered by this warranty.

AC•Tech reserves the right to physically inspect the site and obtain samples from the job installation and examine any and all forensic testing documents before any determination is made as to the validity of any claim. AC•Tech reserves the right to reasonably schedule work and utilize techniques and products as necessary to complete repairs, and shall not be liable for any materials or labor ordered by any entity other than AC•Tech.

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and all parties consent to jurisdiction in the courts located in the City of Norfolk, Virginia and agree that no other courts shall be an appropriate venue for any disputes arising out of the relationship between AC•Tech and the customer