



AC Tech Warranty Form

AC Tech 2170® Systems

PROJECT: _____ **REP / DISTRIBUTOR:** _____

ADDRESS: _____ **FLOOR SIZE:** _____

AC TECH SYSTEM USED: _____ **DATE APPLIED:** _____

PROJECT COMPLETE DATE: _____ **APPLICATOR:** _____

SPREAD RATE APPLIED: _____ **GALLONS USED:** _____

FINAL FLOORCOVERING / COATING: _____ **DATE APPLIED:** _____

Allied Construction Technologies, Inc. (AC Tech) will warrant for a period of fifteen (15) years the listed AC Tech 2170® Water Vapor Reduction System against material defects. In addition, AC Tech will warrant for performance the water vapor transmission reduction 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. This limited warranty covers against performance failure due to concrete water vapor transmission as well as alkalinity up to pH 14 only and includes the following:

1. AC Tech approved 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 2170® System fail due to elevated levels of water vapor or alkalinity, 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" and clean 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 delamination of the AC Tech 2170® Systems and/or concrete surfaces have been treated with any kind of penetrating surface sealer such as (but not limited to) silicates, densifiers, hardeners, other manufacturer's vapor systems including alkaline silica reaction (ASR) related conditions causing the AC Tech 2170® 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 any cracks may develop after the application of the AC Tech, Inc. products due to structural deficiencies, thermal movements or 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, Inc.



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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. All invoices/accounts must be paid in full prior to any warranty being issued or enforced. The beneficiary of the warranty must provide 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, Inc. and the customer.

FOR SAMPLE USE ONLY