

# WATER-TIGHT PERFORMANCE WARRANTY

(10 YEAR LIMITED WARRANTY)



Project Owner (Purchaser): \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Address: \_\_\_\_\_

Project Specifics (areas that Hycrete, Inc. will warrant as per the key plan):

\_\_\_\_\_

Owner Name \_\_\_\_\_ Owner Address \_\_\_\_\_

**1. LIMITED WARRANTY:** Hycrete, Inc. (Hycrete) warrants that the Hycrete Treated Concrete Structure will remain Leak Free, as defined below, for a period of ten (10) years from placement of Hycrete Treated Concrete, except for causes beyond the control of or not attributable to Hycrete, including those causes listed below. Warranty period may be extended up by, but not more than, twenty-four (24) months, where required and approved by Hycrete, to close the gap between concrete placement and Owner's Beneficial Use of the Project. Extended time period coverage may be available at additional cost. "Leak Free" means that there is no visible running water, where running water ponds or forms a visible stream, and the concrete surface has capillary absorption value of less than or equal to 1% as measured by the British Standard 1881-122 part 144 test method.

Warranty Code \_\_\_\_\_ Warranty Start Date \_\_\_\_\_

**This warranty is valid ONLY if associated Project Warranty Code is provided and Hycrete embossed seal is stamped on shield.**

2. EXCEPTIONS: This Limited Warranty does not cover water leaks or other failure of Hycrete System W resulting from causes beyond Hycrete's control, including but not limited to the following:

- A. Insufficient consolidation of the concrete (for example, honeycombing);
- B. Excessive form leakage (for example, paste runs out of forms resulting in poor concrete placement);
- C. Structural cracks or failures unrelated to Hycrete, including overloading of the structure, insufficient reinforcement, excessive corrosion, misplaced or missing reinforcement, or the like;
- D. Poor workmanship;
- E. Negligence or willful misconduct;
- F. Alterations to details after inspection but prior to concrete placement;
- G. Deviations from Hycrete's specifications, standards and requirements;
- H. Alterations to concrete with Hycrete System W after placement, including drilling holes or adding openings after concrete is placed;
- I. Damage caused by Acts of God, war, earthquake or the like;
- J. Work in which Hycrete System W was not utilized;
- K. Work in which the specific application was not part of the project-specific uses;
- L. Design errors

At the option of Hycrete, repairs attributable to these causes may be performed for an additional cost to be negotiated at the time of their discovery.

**3. EXCLUSIVE REMEDY:** This warranty covers the repair of covered water leaks to Hycrete Modified Concrete, up to but not exceeding the total amount paid to Hycrete, Inc. for Hycrete Admixture. Costs that apply against this limit to remedy begin at the date of concrete pour. Means and methods of repair will be determined by Hycrete, Inc.

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**4. LIMITATIONS OF REMEDIES:** This warranty does NOT cover:

- A. Repair, or cost of repair, of water damage;
- B. Incidental, indirect, consequential, or punitive damages of any kind, including but not limited to damages for delay, inconvenience, loss of profits, cost to procure substitute space, goods or services, relocation costs, or other commercial loss;
- C. Any claims or damage related to mold or mildew;
- D. Costs incurred to provide reasonable access to perform Hycrete's warranty work; or
- E. Removal and Replacement of other work that must be moved or removed to provide access to perform Hycrete's warranty work.

**5. NOTICE:** The Purchaser agrees to give Hycrete, Inc. written notice, with verifiable proof of receipt, of any defect within thirty (30) days of discovery. Purchaser's failure to give notice in this manner shall constitute a waiver of its remedies under this Limited Warranty.

**6. GOVERNING LAW:** This Limited Warranty shall be governed by the laws of the State of New Jersey. Any occasional waiver of any provision in this Limited Warranty shall not be interpreted as constituting a complete waiver of that or any other provision herein.

**7. GOVERNMENT CONTRACTS & PREVAILING WAGES:** Purchaser acknowledges and agrees that Hycrete will not be responsible for creating or maintaining any certified payrolls that may be required under the Davis Bacon Act, Davis Bacon Related Acts, the Service Contract Act, the Contract Work Hours Standards Act or any other prevailing wage law. Purchaser acknowledges and agrees that, if required to do so, the Purchaser will be solely responsible for creating and maintaining any required certified payroll records, paying any required prevailing wages or fringes, or complying with any other employment law or regulation that applies to government contractors or to contractors whose work is financed in whole or in part with public funds. Hycrete agrees to cooperate with any reasonable request for time or payroll records that the Purchaser may need to comply with these laws. Purchaser his or her successors and assigns, agree to indemnify and hold harmless Hycrete and their successors and assigns from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees, and other expenses of every nature and character relating to any matter brought against Hycrete under the Davis Bacon Act, Davis Bacon Related Acts, the Service Contract Act, the Contract Work Hours Standards Act or any other prevailing wage law for work performed pursuant to this warranty.

**8. AMENDMENTS AND MODIFICATIONS:** In order to be effective, any change to this Limited Warranty must be in writing and signed by Hycrete. In order to amend or modify these warranties and/or remedies, the written agreement must specifically state that it is a "modification of warranty" and must reference this document.

**HYCRETE SHALL HAVE NO OBLIGATION UNDER THIS LIMITED WARRANTY TO ANY PERSON OR ENTITY OTHER THAN THE PURCHASER OF HYCRETE SYSTEM W.**

**EXCEPT AS SPECIFIED HEREIN, HYCRETE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING HYCRETE SYSTEM W, INCLUDING, WITHOUT LIMITATION, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS QUALITY, ITS CAPACITY, OR AS TO ANY CHARACTERISTIC OF THE WATERPROOFING SYSTEM. THIS LIMITED WARRANTY CONTAINS THE ENTIRE OBLIGATION OF HYCRETE IN CONNECTION WITH HYCRETE SYSTEM W.**

**NOTHING HEREIN SHOULD BE CONSTRUED AS EXCLUDING OR LIMITING ANY LIABILITY BEYOND WHAT IS PERMITTED BY APPLICABLE LAW, AND ANY PART OF THIS DOCUMENT THAT IS DETERMINED TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION SHALL BE STRICKEN AND THE REMAINDER SHALL BE RETAINED AND ENFORCED.**



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