



**ARDEX 10-Year Limited Warranty
for the ARDEX VR 98™ Fast-Track, One-Component Moisture Vapor Retarder**

This LIMITED WARRANTY is given (Month, Date, Year), by Seth Pevarnik, Director of Technical Service, an authorized agent of ARDEX Engineered Cements (ARDEX), 400 Ardex Park Drive, Aliquippa, PA 15001, to (Contractor Company Name) for the designated (square footage) sq. ft. area on the (Project Name) project owned by (Owner's name) located at (Project Address, Project City, Project State, Project Postal Code).

LIMITED WARRANTY: ARDEX VR 98 is a ready to use, one-component, two-coat moisture vapor retarder for suppressing residual moisture in concrete and used in conjunction with ARDEX underlayments and prior to the installation of finish flooring. ARDEX warrants that ARDEX VR 98, when installed at a minimum thickness of 8 mils per coat (425 sq. ft. per unit at 2 coats of 8 mils each), will reduce the moisture vapor emissions of an ARDEX VR 98-treated concrete from a maximum of 98% RH within the concrete as determined by the Relative Humidity Test, ASTM F2170, to levels acceptable to allow the floor coverings to perform as warranted by the flooring manufacturer's moisture recommendations. For this warranty to hold true, the ambient humidity must not exceed 60% and for slabs on- or below-grade, there must be a properly installed, intact, vapor retarder beneath concrete that has been treated with the ARDEX VR 98. In addition, ARDEX warrants that no installation failure will occur due to a manufacturing defect with the ARDEX VR 98 for a period of 10 years, nor will there be an installation failure of the subsequently installed ARDEX underlayment, adhesive or floor covering due to moisture vapor emissions from the concrete substrate resulting from such a defect for a period of 10 years from the date of installation.

If the Owner provides notice of such a failure within the 10-year Limited Warranty period, and such a defect does in fact exist as set forth herein, ARDEX will pay the material and reasonable labor costs either to repair or replace the area of the floor affected by the defective ARDEX VR 98. Repair and replacement shall include direct labor and materials to include the floor covering, adhesive, ARDEX underlayment and the ARDEX VR 98. In order for this warranty to apply, the ARDEX products must be used together only for their stated purpose; the products must be applied in accordance with ARDEX application instructions and industry standard practices; and any flooring products used must be compatible with the ARDEX products installed. This warranty is valid for the life of the original floor covering installation up to a maximum of 10 years so as long as the original floor covering installation remains unchanged. Moreover, for the life of this warranty, the property must be used for the same general purpose. Further, it is required, as a condition of this limited warranty, to provide this warranty document in order to make a claim.

THIS LIMITED WARRANTY SETS FORTH ALL OF THE RESPONSIBILITIES OF ARDEX REGARDING THE ARDEX VR 98, TO INCLUDE REPLACEMENT OR REPAIR OF THE AFFECTED AREA AS THE OWNER'S EXCLUSIVE REMEDY. THIS LIMITED WARRANTY IS THE ONLY WARRANTY THAT ARDEX GIVES ON THE ARDEX VR 98. THERE ARE NO OTHER EXPRESSED, IMPLIED OR LIMITED WARRANTIES FROM ARDEX. ARDEX WILL NOT BE RESPONSIBLE FOR REPLACEMENT OF ANY PORTION OF THE INSTALLATION THAT IS NOT PROVEN TO BE DEFECTIVE, REGARDLESS OF WHETHER SUCH NON-DEFECTIVE PORTIONS ARE REPLACED FOR COSMETIC OR OTHER REASONS. ARDEX'S LIABILITY UNDER THIS WARRANTY SHALL NOT



EXCEED THE ORIGINAL AMOUNT PAID BY THE OWNER FOR THE PORTION OF THE INSTALLATION WHICH ARDEX HAS DETERMINED NEEDS REPAIRED OR REPLACED DUE TO THE DEFECTIVE PRODUCT.

THIS LIMITED WARRANTY DOES NOT COVER: Improper or defective slab construction; improper or defective installation of the flooring; cohesive substrate failure in the concrete resulting in delamination of the ARDEX VR 98; surfaces that have been treated with any kind of penetrating surface sealer; improper application of any accessory products, such as crack and expansion joint fillers; improper substrate preparation resulting in bond inhibiting contaminants being present that prevent proper performance/adhesion of the ARDEX VR 98; cracks that develop after the application of the ARDEX VR 98; control joint or crack movement that occurs after the installation of the ARDEX VR 98;; water intrusion, including but not limited to broken pipes under the slab surface; improperly designed drainage systems in and around the building; flooding or other event(s) causing elevated groundwater to come into contact with the concrete slab that would increase vapor emission volume beyond the capacity of ARDEX VR 98; osmotic blistering; failure resulting from alkali silica reaction (ASR); or acts of God. This warranty does not assume any responsibility for warranties and/or performance guarantees for any flooring material or flooring adhesive.

DISCLAIMER: EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, ARDEX DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EITHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE ARDEX VR 98. ARDEX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ARDEX VR 98. THIS LIMITED WARRANTY SETS FORTH ALL OF THE RESPONSIBILITIES OF ARDEX REGARDING THE ARDEX VR 98. REPAIR OR REPLACEMENT OF THE AFFECTED AREA OF THE ARDEX VR 98 AND THE ARDEX UNDERLAYMENT IS THE EXCLUSIVE REMEDY.

THE INSTALLER AND OWNER AGREE THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO INSTALLER AND OWNER.

Please note: Some states do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

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Seth Pevarnik