

ARDEX 10-Year Limited Warranty for the ARDEX VB 100™ Fast-Track, One-Component Moisture Vapor Barrier

Based on the submitted and approved ARDEX MC™ Moisture Control System Pre-Installation Checklist, this LIMITED WARRANTY is given (Month, Date, Year), by Seth Pevarnik, Director of Technical Services, an authorized agent of ARDEX L.P. (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 (Property Address, City, State, Postal Code).

LIMITED WARRANTY: ARDEX VB 100[™] Fast-Track, One-Component Moisture Vapor Barrier is a two-coat moisture control system installed in conjunction with ARDEX underlayments and/or HENRY Adhesives intended for specific floor coverings. ARDEX warrants that the ARDEX VB 100[™], when installed in accordance with our written recommendations will reduce the moisture vapor emissions of an ARDEX VB 100[™]-treated concrete substrate to levels acceptable to allow floor coverings to perform as warranted by the flooring manufacturers' moisture recommendations. In addition, ARDEX warrants that no system failure will occur with the ARDEX VB 100[™], or with the subsequently installed ARDEX underlayment and/or adhesive and floor covering due to moisture vapor emissions from the concrete substrate resulting from a manufacturing 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, at its sole discretion, will pay reasonable costs to repair or replace the area of the floor affected by the defective ARDEX VB 100™. Repair and replacement shall include, as required, direct labor to remove and reinstall the area, and materials to include the floor covering, the adhesive, ARDEX underlayment and the ARDEX VB 100™. In order for this warranty to apply, all product(s) must be used only for their stated purpose; the product(s) must be applied in accordance with ARDEX or manufacturer's application instructions and industry standard practices; and any flooring products and adhesives used must be compatible with the ARDEX product(s) 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 all components of the original floor covering installation remain unchanged. Moreover, for the life of this warranty, the Property must be used for the same general purpose provided in the ARDEX MC™ Moisture Control System Pre-Installation Checklist. 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 VB 100™, 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 VB 100™. THERE ARE NO OTHER EXPRESS, 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 VB 100™; 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 VB 100™; cracks that develop after the application of the ARDEX VB 100™; control joint or crack movement that occurs after the installation of the ARDEX VB 100™; problems that occur due to pinholes in the ARDEX VB 100™; 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; osmotic blistering; failure resulting from alkali silica reaction (ASR); or acts of God. Should any flooring material used in the original installation no longer be readily available, ARDEX reserves the right to determine a suitable substitute at its option but will only repair or replace the affected area and not the entire installation. 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 EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO ARDEX VB 100™. ARDEX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ARDEX VB 100™. THIS LIMITED WARRANTY SETS FORTH ALL OF THE RESPONSIBILITIES OF ARDEX REGARDING ARDEX VB 100™. REPAIR OR REPLACEMENT OF THE AFFECTED AREA IS THE EXCLUSIVE REMEDY.

THE CONTRACTOR 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 CONTRACTOR 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.

This LIMITED WARRANTY is given (Month, Date, Year) by

Seth Pevarnik