

## ARDEX 20-Year Limited Warranty for the ARDEX MC RAPID Moisture Control System

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: The ARDEX MC RAPID Moisture Control System is a one-coat moisture control system installed in conjunction with ARDEX underlayments intended for specific floor coverings. ARDEX warrants that the ARDEX MC RAPID Moisture Control System, when installed at a minimum thickness of 10 mils (250 sq. ft. per unit) or 14 mils (190 sq. ft. per unit) with sand broadcast to refusal, as per the job requirements, will reduce the moisture vapor emissions of an ARDEX MC RAPID-treated concrete substrate to levels acceptable to allow the floor coverings to perform as warranted by the flooring manufacturers' moisture recommendations. In addition, ARDEX warrants that no installation failure will occur due to a manufacturing defect with the ARDEX MC RAPID for a period of 20 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 20 years from the date of installation.

If the Owner provides notice of such a failure within the 20-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 MC RAPID Moisture Control System. Repair and replacement shall include direct labor and materials to include the floor covering, adhesive, ARDEX underlayment and the ARDEX MC RAPID Moisture Control System. 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 20 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 MC RAPID MOISTURE CONTROL SYSTEM, 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 MC RAPID MOISTURE CONTROL SYSTEM. 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 MC RAPID Moisture Control System; 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 MC RAPID Moisture Control System; cracks that develop after the application of the ARDEX MC RAPID Moisture Control System; problems that occur due to pinholes in the ARDEX MC RAPID Moisture Control System; 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. 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 MC RAPID MOISTURE CONTROL SYSTEM. ARDEX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ARDEX MC RAPID MOISTURE CONTROL SYSTEM. THIS LIMITED WARRANTY SETS FORTH ALL OF THE RESPONSIBILITIES OF ARDEX REGARDING THE ARDEX MC RAPID MOISTURE CONTROL SYSTEM. REPAIR OR REPLACEMENT OF THE AFFECTED AREA OF THE ARDEX MC RAPID MOISTURE CONTROL SYSTEM 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