

Limited KOSTER VAP I® 2000 System Warranty

This LIMITED WARRANTY is issued by KOSTER American Corporation (KOSTER) to the Original Purchaser for:

Project Name: _____
Project Address: _____
Koster Installed Area (sq ft): _____ Finish Floor Covering: _____
Facility Owner: _____
Approved Applicator: _____
Installed Product: _____
Date project started: _____ Date project finished: _____

Beginning on the date the project was finished, KOSTER will warrant for a period of fifteen (15) years the installed KOSTER VAP I® 2000 system against material defects and that the water vapor transmission reduction as shown in KOSTER printed literature is achieved as described below subject to the conditions and restrictions set forth in this warranty.

A. BY THIS LIMITED WARRANTY, KOSTER AGREES THAT SHOULD THE FLOOR COVERING SYSTEM INSTALLED OVER KOSTER VAPOR CONTROL SYSTEM FAIL DUE TO CONCRETE MOISTURE VAPOR OR HIGH PH (UP TO PH14), KOSTER WILL REPAIR OR REPLACE, AT ITS EXPENSE, INCLUDING DIRECT LABOR AND MATERIALS, THE VAPOR CONTROL SYSTEM AND THE FOLLOWING:

- 1) ADHESIVES AND CEMENTITIOUS UNDERLAYMENTS.**
- 2) EPOXY AND RESILIENT FLOOR COVERING SYSTEMS SUCH AS (But not limited to) TERRAZZO, LINOLEUM, VINYL (VCT), CARPET, RUBBER TILE AND FLOORING, HARDWOOD, EPOXY AND EPOXY COMPOSITES, MMA's, POLYURETHANE SYSTEMS AND PAINTS, HOWEVER IN NO EVENT SHALL KOSTER PAY MORE FOR REPLACEMENT MATERIALS, ON A SQUARE FOOT BASIS FOR THE REPLACEMENT OF THE FLOOR COVERING SYSTEM THAN THE ORIGINAL COST OF THE FLOOR COVERING SYSTEM THAT IS BEING REPLACED.**
- 3) This applies only to the floor covering system as originally installed and only to that portion of the floor which is affected by the defect. KOSTER will not be responsible for the replacement of any portion of the installation that is not defective, regardless whether such non-defective portions are replaced for cosmetic or other reasons.

B. This limited warranty is further subject to the following limitations and conditions:

- 1) KOSTER products must be applied according to KOSTER application specifications on "structurally sound" and clean areas in which the concrete meets industry standards as defined in ACI Committee 201 Report, "Guide to Durable Concrete", (ACI 201.2R). If the concrete to which this product is applied now or in the future fails to meet these standards, the KOSTER warranty shall be void. Substandard, defective or improperly placed concrete is not covered by this warranty.
- 2) The limit of KOSTER's warranty hereunder is \$5,000,000 (five million U.S. dollars) per Project. For the purposes of this warranty a Project includes all work contracted to be performed for the customer at a location, even if the location includes more than one building, or floor, and regardless of whether the job is the subject of one or more purchase orders or dates of application.

- 3) The warranty shall be void if:
- a) The areas are not properly prepared according to KOSTER's product surface preparation requirements; any substrate contains any bond inhibiting contaminants such as (but not limited to) hydrocarbons (oils, grease or solvents), penetrating surface sealers, curing compounds (both organic and inorganic), hardeners or densifiers, surface dust or dirt, adhesives or adhesive residue, old patch or underlayment material, improperly applied crack or joint compounds or any other deleterious compounds or materials that may prevent proper performance or adhesion of the KOSTER products as revealed by post application forensic testing;
 - b) There are any topically applied compounds or integrally added compounds such as unreacted water soluble silicates, chlorides or stearates, compounds that have been transmitted to the concrete surface, or any compound or material that acts or may act as a bond-breaker to surface applied systems or that causes efflorescence;
 - c) All industry standards for preparation and application and the KOSTER required material coverage or surface preparation are not strictly followed according to KOSTER product data sheets, specifications, installation instructions, and literature;
 - d) There is a cohesive substrate failure in the concrete resulting in a delamination of the KOSTER VAP I® 2000 due to (but not limited to) the following: Conditions within the concrete such as damage to the near-surface region of the concrete including microcracking due to improper surface preparation; Alkali Silica Reaction (ASR); or Near ASR, or formation of deleterious compounds within the concrete matrix that are considered construction defects or related conditions as revealed by post application testing;
 - e) The KOSTER products have been applied by an applicator not trained and approved by KOSTER American Corp or their agents.
- 4) Defects in the concrete such as cracking which develop or are caused by structural changes or movement or excessive deflection subsequent to KOSTER product application are not covered by this warranty. Expansion, isolation, and control joints must be treated according to KOSTER product installation instructions and constructed according to accepted applicable industry standards including those published by ASTM International, the American Concrete Institute(ACI), International Concrete Repair Institute(ICRI), and applicable building codes and any other industry regulator and or compliance agencies .
- 5) KOSTER's obligation under this warranty includes all labor charges incurred by KOSTER in removing the floor covering system, the failed KOSTER Moisture Control System and patch or underlayment; re-installing the KOSTER VAP I® 2000 Moisture Control System, underlayment, and the finish floor covering system. KOSTER will cover ordinary and reasonable costs involved with moving conventionally packed inventory, furniture, equipment and other obstructions such that can be moved with fork lifts, hand jacks or by hand without any special precautions, equipment or personnel from the affected area. Movement of equipment, furniture, fixtures or inventory that will require special or extraordinary handling is not covered by this warranty.
- 6) This warranty covers floor covering failures due to Moisture Vapor and pH only, and not to any liquid hydrostatic water condition, liquid water incursion due to improper drainage, broken water pipes, slab or foundation defects or any other cause internal or external to the floor and also to any type of a positive gas drive permeating the slab that is beyond the cohesive limitation of the coating.

C. Subject to the foregoing, except for the above, 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 KOSTER products. This warranty is in Lieu of any other warranty and **KOSTER HEREBY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF**

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, KOSTER DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, LOSS OF USE, LOST PROFITS, OR ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER EXCEPT AS SPECIFICALLY ALLOWED HEREIN IN SECTION B.

D. To obtain this warranty, the following steps must be followed, and if any step has not been complied with in a timely manner, no warranty will be issued and the warranties described herein are void and unenforceable:

- 1) Prior to the beginning of the project, the KOSTER approved applicator must fill out and submit the "Pre-Job Checklist" for approval.
- 2) After completion of the project, the KOSTER approved applicator must fill out and submit the Warranty Request Form to KOSTER.
- 3) Koster must be paid in full for all materials that were installed on the project in a timely basis for the warranty to become effective.

E. The beneficiary of the warranty must provide KOSTER American Corporation, 2585 Aviator Drive, Virginia Beach, Virginia 23453, a written notice within ninety (90) days of the discovery of a potential breach of this warranty in order to assert its right to any benefits covered by this warranty. KOSTER reserves the right to physically inspect the site and obtain samples from the installation and examine any and all forensic testing documents before any determination is made as to the validity of any claim. KOSTER 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 KOSTER.

F. 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 Cities of Norfolk and Virginia Beach, Virginia and agree that no other courts shall be an appropriate venue for any disputes arising out of the relationship between KOSTER American Corporation and the Customer.

This warranty was issued in Virginia Beach, Virginia on

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Howard Kanare

President
KOSTER AMERICAN CORPORATION