



BESSERN BUILDING PRODUCTS 10-YEAR EXTENDED WARRANTY

This LIMITED WARRANTY is issued by BESSERN Building Products (**BESSERN**) to the original Owner of the project and will warrant for a period of TEN (10) years the ENDURIT Moisture Vapor Control (MVC) system against material defects and is subject to the conditions and restrictions set forth in this warranty.

BY THIS LIMITED WARRANTY, BESSERN AGREES THAT SHOULD THE ENDURIT MVC SYSTEM FAIL DUE TO CONCRETE WATER VAPOR TRANSMISSION OR ALKALINITY; BESSERN WILL REPAIR OR REPLACE, AT ITS EXPENSE, THE ENTIRE FLOORING SYSTEM INCLUDING REASONABLE DIRECT LABOR COSTS. THIS WILL APPLY ONLY TO THE FLOORING SYSTEM AS ORIGINALLY APPLIED WITH A LIMIT ONLY TO THAT PORTION OF THE FLOOR WHICH IS AFFECTED BY THE DEFECT.

In order for this limited warranty to apply the following conditions will be met:

1. ENDURIT products must be applied as per BESSERN application specifications on "structurally sound" and clean areas in which the concrete meets now or in the future acceptable industry standards as defined in ACI Committee 201 Report, "Guide to Durable Concrete", (ACI 201.2R-01).
2. ENDURIT products have been applied by an applicator with prior review by BESSERN.

This warranty will be voided if:

1. The application areas are not properly prepared per BESSERN's product surface preparation requirements; or the substrate contains any bond inhibiting contaminants such as (but not limited to) organic 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 expansion compounds or any other deleterious compounds or materials that may prevent proper performance and/or adhesion of the ENDURIT MVC products. There are any topically applied compounds or integrally added compounds such as unreacted silicates, Calcium Chlorides or Aluminum Stearates or any compound or material that acts or may act as a bond-breaker to surface applied systems or that causes efflorescence. The BESSERN required guidelines for material coverage are not strictly followed (see product data sheets, specifications and literature). There is a cohesive substrate failure in the concrete surface occurs resulting in a delamination of the ENDURIT MVC System due to (but not limited to) the following: Conditions within the concrete such as Alkaline Silica Reaction (ASR) and/or "Near Surface ASR" and any deleterious compounds that form within the concrete matrix that are considered construction defects or related conditions.
2. Defects in the concrete such as cracking which develop or are caused by structural changes or substrate movement subsequent to product application.
3. Flooring failure is due to liquid water (water head), incursion due to improper drainage, broken water pipes, slab or foundation defects.



BESSERN's obligations includes all labor charges incurred by BESSERN in removing the floor covering system, the failed ENDURIT MVC System and patch or underlayment; re-installing the ENDURIT MVC System, underlayment and the final flooring system. BESSERN 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. Equipment, furniture, fixtures or inventory that will require special or extraordinary handling is not covered by this warranty.

Subject to the foregoing, 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 BESSERN products. This warranty is in Lieu of all other warranties and **BESSERN HEREBY DISCLAIMS ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. FURTHER, BESSERN DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, LOSS OF USE, LOST PROFITS, OR ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER.**

The BESSERN Pre-Installation/Warranty Request Form must be filled out completely and accompany this document for warranty approval. All accounts must be paid in full prior to any warranty being issued or enforced.

The owner of the warranty must provide BESSERN, written notice within thirty (30) days of the discovery of a breach of this warranty in order to assert its right to any repairs covered by this warranty. BESSERN reserves the right to physically inspect the site and obtain samples from the job installation and examine any and all forensic testing documents before any determination is made as to the validity of any claim. BESSERN 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 BESSERN.

BESSERN
Building Products

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