

dricrete™

intelligent/integral concrete waterproofing

20 year water tight warranty

intelligent owner:

sign & title

as of:

integral dricrete™ rep:

sign & title

The hydrophilic structure @ _____
is now under dricrete™ warranty as defined below.

1. LIMITED WARRANTY: dricrete™ warrants that the dricrete™ treated concrete structure will remain (water tight), as defined below, for a period of 20 years from placement of dricrete™ treated concrete, except for causes beyond the control of or not attributable to dricrete™, including those causes listed below. "Water tight" means that there is no visible running water, where running water ponds or forms a visible stream, and the concrete surface has capillary absorption value of less than or equal to 1% as measured by the British Standard 1881-122 part 144 test method.

2. EXCEPTIONS: This Limited Warranty does not cover water leaks or other failure of the dricrete™ system resulting from causes beyond dricrete's control, including but not limited to the following:

- A. Insufficient/poor consolidation of the concrete
- B. Excessive form leakage
- C. Structural cracks or failures unrelated to dricrete™, including overloading of the structure, insufficient reinforcement, excessive corrosion, misplaced or missing reinforcement, or insufficient concrete cover over steel.
- D. Poor workmanship
- E. Negligence or willful misconduct
- F. Alterations to details after inspection but prior to concrete placement
- G. Deviations from dricrete's specifications, standards and requirements
- H. Alterations to concrete after placement, including drilling holes or adding openings after concrete is placed
- I. Damage caused by Acts of God, war or earthquakes
- J. Addition of water beyond approved mix design water content or mix design alterations.
- K. Work in which the specific application was not part of the project-specific uses
- L. Design errors

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At the option of dricrete™, repairs attributable to these causes may be performed for an additional cost to be negotiated at the time of discovery.

3. EXCLUSIVE SOLUTION: This warranty covers the repair of covered water leaks to dricrete™ modified concrete, up to but not exceeding the total amount paid to dricrete™ for the warranty. Costs that apply against this limit to remedy begin at the date of concrete pour. Means and methods of repair will be determined by dricrete™. Costs will be factored at \$85 per man-hour plus materials.

4. LIMITATIONS OF REMEDIES: This warranty does NOT cover:

- A. Repair, or cost of repair, of subsequent water damage
- B. Incidental, indirect, consequential, or punitive damages of any kind, including but not limited to damages for delay, inconvenience, loss of profits, cost to procure substitute space, goods or services, relocation costs, or other commercial loss
- C. Any claims or damage related to mold or mildew
- D. Costs incurred to provide reasonable access to perform dricrete's warranty work
- E. Removal and Replacement of other work that must be moved or removed to provide access to perform dricrete's warranty work.

5. NOTICE: The Purchaser agrees to give dricrete™ written notice, with verifiable proof of receipt, of any defect within thirty (30) days of discovery. Purchaser's failure to give notice in this manner shall constitute a waiver of its remedies under this Limited Warranty.

6. GOVERNING LAW: This Limited Warranty shall be governed by the laws of the State of California. Any occasional waiver of any provision in this Limited Warranty shall not be interpreted as constituting a complete waiver of that or any other provision herein.

dricrete™ SHALL HAVE NO OBLIGATION UNDER THIS LIMITED WARRANTY TO ANY PERSON OR ENTITY OTHER THAN THE PURCHASER OF THE dricrete™ SYSTEM. EXCEPT AS SPECIFIED HEREIN, dricrete™ MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE dricrete™ SYSTEM, INCLUDING, WITHOUT LIMITATION, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS QUALITY, ITS CAPACITY, OR AS TO ANY CHARACTERISTIC OF THE WATERPROOFING SYSTEM. THIS LIMITED WARRANTY CONTAINS THE ENTIRE OBLIGATION OF dricrete™ IN CONNECTION WITH THE dricrete™ SYSTEM. NOTHING HEREIN SHOULD BE CONSTRUED AS EXCLUDING OR LIMITING ANY LIABILITY BEYOND WHAT IS PERMITTED BY APPLICABLE LAW, AND ANY PART OF THIS DOCUMENT THAT IS DETERMINED TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION SHALL BE STRICKEN AND THE REMAINDER SHALL BE RETAINED AND ENFORCED.

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7. GOVERNMENT CONTRACTS & PREVAILING WAGES: Purchaser acknowledges and agrees that dricrete™ will not be responsible for creating or maintaining any certified payrolls that may be required under the Davis Bacon Act, Davis Bacon Related Acts, the Service Contract Act, the Contract Work Hours Standards Act or any other prevailing wage law. Purchaser acknowledges and agrees that, if required to do so, the Purchaser will be solely responsible for creating and maintaining any required certified payroll records, paying any required prevailing wages or fringes, or complying with any other employment law or regulation that applies to government contractors or to contractors whose work is financed in whole or in part with public funds. dricrete™ agrees to cooperate with any reasonable request for time or payroll records that the Purchaser may need to comply with these laws. Purchaser his or her successors and assigns, agree to indemnify and hold harmless dricrete™ and their successors and assigns from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees, and other expenses of every nature and character relating to any matter brought against dricrete™ under the Davis Bacon Act, Davis Bacon Related Acts, the Service Contract Act, the Contract Work Hours Standards Act or any other prevailing wage law for work performed pursuant to this warranty.

8. AMENDMENTS AND MODIFICATIONS: In order to be effective, any change to this Limited Warranty must be in writing and signed by dricrete™. In order to amend or modify these warranties and/or remedies, the written agreement must specifically state that it is a "modification of warranty" and must reference this document.

"we are NOT



afraid of the water"™