



CONCRETE MOISTURE SOLUTIONS, INC.
 "An Affiliate of Barrier One, Inc."

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BARRIER ONE INTERNATIONAL
 MOISTURE VAPOR REDUCTION ADMIXTURE

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LIFE OF THE CONCRETE WARRANTY*

PRODUCTS

The CMS Admix (CMS Admix) "An Affiliate Of Barrier One, Inc.", warrants its product, the CMS Admix, to be free from material defects and that the product conforms to its current applicable specifications of stopping moisture vapor emission from the concrete itself for **the life of the concrete**, in all concrete dosed with CMS Admix.

INSTALLATION

This warranty is provided, if said product is installed according to and in compliance with the manufacturer's published data sheet to include but not limited to dosing instructions, onsite representation requirements, the use of an ASTM E 1745 vapor retarder, installed following ASTM E 1643, ASTM F 710 and ACI 302.2R-06 guidelines for all slabs on ground; suspended concrete slabs do not require a vapor retarder below the slab. The design and specifications for roof deck assemblies, to include but not limited to, the use of air barriers and/or vapor retarders is the sole responsibility of the design professional and is excluded from this warranty. The manufacturer's datasheet is revised periodically, and the product must be installed according to the recommendations contained in the issue of the data sheet that is current and available at the time of installation.

The CMS Admix quality control process consists of rigorous moisture testing per ASTM D 5084 for every day of placement of concrete containing the CMS Admix. No further field moisture testing is required by CMS Admix; however, if conducted, CMS Admix **warrants up to 25 pounds of moisture per ASTM F 1869 or 100% RH per ASTM F 2170.**

WORKMANSHIP

CMS Admix makes no other warranty, expressed or implied and is not responsible for substandard concrete workmanship or practices in dosing, placing, finishing and/or any changes to the concrete mix design not approved in advance by CMS Admix. Further, CMS Admix is not responsible for substandard slab preparation, flooring installation or roofing installation. Additionally, the CMS Admix warranty is excluded for failure to follow project specifications and documents as well as any incompatibility between the components of the specified and installed flooring or roofing materials. CMS Admix shall be entitled to legal fees, costs and expenses in defending and enforcing this clause against purchaser, end-user and others.

TERMS

Life of the Concrete: In the event there is a concrete moisture vapor emission complaint reported to CMS Admix during the life of the concrete, the sole and exclusive remedy of purchaser for any claim concerning this product, including, but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is labor and material for: repair and/or removal of the failed flooring or roofing system, placement of a warranted topical moisture remediation system, and replacement of flooring or roofing materials like original installed to include material and labor.

Warranty is enforced upon inspection by a CMS Admix authorized manufacturer's representative in order to verify the defect, to identify any further necessary testing, and to determine whether replacement will be provided under the terms of this warranty. If CMS Admix disagrees with the claim, CMS Admix reserves the right to submit the matter to arbitration by a qualified disinterested third party. All claims concerning this product shall be submitted in writing. In no event, shall CMS Admix be liable for any special, incidental, consequential or punitive damages, including loss of profits and use.

Manufacturers' Warranty: Conditions

- CMS Admix must be permitted the opportunity to review all mix designs containing the CMS Admix prior to first placement of concrete containing CMS Admix.
- CMS Admix must be permitted the opportunity to sample and test every day of placement of CMS/ Admix dosed concrete for hydraulic conductivity per ASTM D5084.
- CMS Admix must be permitted to determine if the CMS Admix was added in compliance with the reviewed mix design(s).
- **In the event of a claim that the CMS Admix failed, CMS Admix will contract with an independent flooring consultant and/or Petrographic Engineer to perform additional "testing". When that additional "testing" has successful results for CMS Admix, the costs of the independent testing will be charged to the project and will be due and payable to CMS Admix prior to any and all project warranties being issued or enforced.**
- By accepting and retaining our product, you agree to pay interest at the highest rate allowed by Florida law for all amounts not paid within 30 days and you agree to pay all attorney's fees and costs incurred in collection. Jurisdiction and venue shall be in Lake County Florida for any dispute between the parties.
- All accounts must be paid in full and within the terms of payments, prior to any warranty being issued or enforced.
- Any resale or use of CMS Admix without the explicit knowledge of CMS Admix voids any warranties stated or implied

* Information contained herein is as accurate as possible, however, the manufacturer's product documentation and warranty are revised periodically and the information posted on our website takes precedence to this publication.

Effective Date: May 22, 2017

Project Name: ABC, Inc., 123 Main Street, Anytown, USA 12345

General Contractor: Contractor General Inc., Attn: John Doe, jd@constructiongencon.com, P: 407.123.4567, 321 Center St., Anytown, USA 54321

Areas: All specific areas containing CMS Admixture three inches (3") or greater in depth.

CMS Admix Senior Principal:

Date signed: May 22, 2017