

Smith Paint Products
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www.smithpaints.com



15 Year Limited Warranty – Moisture/Alkalinity Control

Smith Paint Products warrants to the original purchaser of the Smith's Epoxy MAC100 or Epoxy MAC125 will provide osmotic moisture vapor reduction and protect subsequent coatings, decorative concrete systems from alkalinity attack from the underlying substrate for 15 years.

This warranty protects against excessive substrate moisture, up to 25 lbs. 24hrs per 1,000 sq.ft. / between 8 to 14 pH for ASTM F1869 for Calcium Chloride testing and up to 100% RH* for ASTM F2170 for In-Situ Relative Humidity test probe method, but not against higher moisture contents than testing methods can detect.

Said warranty is in strict accordance to Smith's written instructions and requires strict adherence to concrete slab cleaning and preparation as outlined in the product data sheets for Epoxy MAC100 or Epoxy MAC125 including but not limited to providing test results to Smith Paints technical department for review prior to receiving approval for this extended warranty. Additional testing, such as a petrography may be required. All testing must be submitted and approved in writing by Smith Paint Products prior to proceeding with substrate preparation or product application otherwise no extended warranty will be granted until all necessary testing is reviewed and approved. Failure to test and provide documentation to Smith Paint Products will void any extended warranty, whether expressed or implied, and will default to a standard 1 year product defect warranty excluding moisture vapor and alkalinity remediation. Current Technical Data Sheets can be found at www.smithpaints.com.

This warranty is non-transferable and applies only to the original end-user. Smith Paint Products shall not be held liable for any damages, neither expressed nor implied, in the event of dissatisfaction or damages resulting from the installation, installation errors, improper maintenance, jobsite conditions as well as substrate contaminates such as ASR, solvents, etc.

This warranty applies to the installation of all types of flooring and floor coatings when used over properly prepared, sound, solid recommended substrates as stated in current product data sheets when used in strict accordance with all written pre-installation and installation instructions for both Smith and any other related manufacturers products utilized in the finished floor system. No other written warranties are expressed or implied. This warranty is in affect based on the date listed on the header of the first page and supersedes any previous warranties.

Smith Paint Products reserves the right to inspect each claim. All claims must be made in written and submitted to info@smithpaints.com within 48 hours of discovery regardless of holidays or weekends. All claims repaired and/or replaced without prior written or verbal authorization from Smith Paint Products management will void this warranty. Smith Paint Products reserves the right to either repair or replace, at its sole and absolute discretion, the section(s) of the floor that have failed.

*RH Moisture meters generally have a $\pm 2\%$ variance that elevates to $\pm 3\%$ once readings over 90% are acquired. Simply put, any reading of 97% or greater means the slab is saturated with water and could be subject to hydrostatic pressure.

PRE-INSTALLATION EXTENDED WARRANTY CHECKLIST



CONTRACTOR COMPANY NAME APPLYING MAC: _____

Please note that for this warranty request to be considered, the individual named here must complete and sign this checklist, must submit and receive approval of the checklist prior to beginning the project, and must install the Smith Paint Products selected on this form on this jobsite

Address Street: _____

City: _____ **State:** _____ **Zip:** _____

Name: _____ **Title:** _____

Phone: (_____) _____ **Email:** _____

GENERAL PROJECT INFORMATION:

Project Name: _____ **Phase Name/#:** _____

Building Street: _____

City: _____ **State:** _____ **Zip:** _____

Name: _____ **Title:** _____

Phone: (_____) _____ **Email:** _____

ADDITIONAL CONTRACTOR(S):

General Contractor Contractor Applying Finished Goods, Coatings, etc. over Epoxy MAC

Other (Please Describe): _____

Company Name: _____ **Contact:** _____

Street: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (_____) _____ **Email:** _____

General Contractor Contractor Applying Finished Goods, Coatings, etc. over Epoxy MAC

Other (Please Describe): _____

Company Name: _____ **Contact:** _____

Street: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (_____) _____ **Email:** _____

PRE-INSTALLATION EXTENDED WARRANTY CHECKLIST



GENERAL PROJECT CONDITIONS & DESCRIPTION:

Area to be coated: _____ sq.ft. Number of stories _____ Slab Thickness _____ inches

SLAB CONSTRUCTION (Select all that apply below):

- Below-grade On-grade Above-grade Estimated age of slab _____ years/months
 Elevated – Cast in Place Pre-Cast Elevated, Pan Deck

Concrete Mix Design (if available): NO YES (attached)

Tilt-Up or Pre-Cast Wall Construction: NO YES

Fiber Reinforcement: NO YES

JOINTS & CRACKS:

- Saw cuts / dormant control joints Moving Non-Moving Width: _____

If joints or cracks are filled, describe material used and condition: _____

Moisture Barrier (on or below grade only): NO YES

If Yes, DIRECTLY UNDER SLAB UNDER SAND CUSHION

Describe Type and thickness of known Vapor Barrier: _____

Curing Method of Concrete (Less than 1 year old concrete): Unknown/Existing Known - Describe curing method, Attach any concrete reports and list any chemical curing, retarders, additives, etc. used (attached)

INTENDED USE OF AREA (When project is completed):

- Aircraft Related Automotive Service Food & Beverage Manufacturing
 Health Care Related Retail/Commercial Residential Other _____

PRIOR USE OF AREA:

- New Construction Aircraft/Automotive Food & Beverage Manufacturing
 Medical Retail/Commercial Residential Other _____

For concrete >1 year old, Describe known building history including exterior landscaping for on-grade slabs:

PRE-INSTALLATION EXTENDED WARRANTY CHECKLIST



DID A PREVIOUSLY FLOORING SYSTEM FAIL ON THIS SECTION OF THE FLOOR?

Describe (attach any third party reports) _____

IS BUILDING ENCLOSED

 NO YES

HVAC

 Temporary Permanent

EVIDENCE OF BUILDING MOVEMENT (past or present):

Describe (include any soils reports, information regarding soil stabilization or intent to do so, etc.)

GENERAL CONDITION OF CONCRETE:

 GOOD POOR

Describe (include photo's): _____

Are surface contaminants visible:

 NO YES (attach photo's)

Describe: _____

WHICH SYSTEM IS BEING INSTALLED:

 MAC 100 MAC125 12 mil Single Coat 20 mil Single Coat 2 Coat (Neat >20 mils) 2 Coat (with sand broadcast)

Anticipated Installation Start Date: _____

MOISTURE TESTING:

ASTM F2170 (Relative Humidity probe testing)

 NO YES (attach photo's)

Number of Test Areas _____ Lowest Reading _____ % RH Highest Reading _____ % RH

ASTM F1869 (Calcium Chloride & pH testing)

 NO YES (attach photo's)

Number of Test Areas _____ Lowest Reading _____ lbs. Highest Reading _____ lbs.

Lowest pH Reading _____ pH Highest pH Reading _____ pH

PRE-INSTALLATION EXTENDED WARRANTY CHECKLIST



CONCRETE CORE TESTING (If Applicable and/or Available – Include copy of Petrography Report):

Was core testing discussed with owner / general contractor?

NO YES

Were core samples obtained?

NO YES

Water-soluble ions analysis?

NO YES (Attach Report)

Were samples tested for Solvent-extractable organic compounds?

NO YES (Attach Report)

Water-soluble ions analysis?

NO YES (Attach Report)

Petrographic Analysis?

NO YES (Attach Report)

Concrete Compressive Strength (ASTM C42):

UNKNOWN KNOWN _____ psi (Attach Report)

Concrete Surface Tensile Strength (ASTM C1583):

UNKNOWN KNOWN _____ psi (Attach Report)

Initial - I acknowledge that all information provided above is accurate and true to the best of the signer's knowledge. Any supplemental information needed to accurately and fully disclose existing conditions must be listed on a separate sheet and accompany this document. Any information that has been found to be erroneous or incomplete at any time will result in the cancellation of any warranty provided or promised for this project or voiding of any warranties to be supplied by Smith Paint Products for any of its products involved in this project. No warranty shall be granted for outstanding invoices or for accounts with unpaid balances until paid in full. I acknowledge that the provided information is accurate and true to the best of my knowledge:

PRINT NAME: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

Signature of a principle of the company installing Smith's MAC primer is required for this extended warranty to be considered and must be the same person completing this checklist to be valid

SMITH PAINT PRODUCTS - INTERNAL

REVIEWED BY: _____ **DATE:** _____

Manager Authorizing Extended Warranty:

PRINT NAME: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

NOTE: Failure to follow application instructions will void the extended warranty. Please see all Product Data Sheets and instructions associated with product(s) to be used before installation. Please visit www.smithpaints.com for the most current version. Forms must be received and approved prior to product installation to receive the extended warranty.

PRE-INSTALLATION EXTENDED WARRANTY CHECKLIST



EXCLUSIONS:

This warranty does not cover damage to Smith's products or the installed flooring caused by, but not limited to, the following:

- Hydrostatic pressure
- Water from underground springs or migration through compromised vapor barriers underneath the slab
- Excessive water (damaged water pipes, sinks, icemakers, faulty plumbing, flooding, etc.)
- Excessive vapor emissions above limitations of sealer
- Water vapor emission occurring as a result of pinholes, cracks, joints, etc. that were not properly treated
- Cracks:
 - developing post installation of the primer
 - caused by movement from dynamic joints
 - Thermal Shock temperature stress
- Uneven and/or unapproved sub floor materials
- Improper substrate preparation (see individual product data sheet for details)
- Improper installation or faulty accessories
- Inorganic or organic bond inhibiting contaminants in excess of limits set forth in the product data sheet Information, including but not limited to:
 - Solvent Contamination
 - Silicone
 - Silicate Contamination - Sodium, Sulfate, Potassium, etc.
 - Inadequate de-greasing or microbial remediation of oil contaminated slabs

WARRANTY DISCLAIMERS

THE PURCHASER AND SMITH PAINT PRODUCTS EXPRESSLY AGREE THAT THE SOLE REMEDY FOR BREACH OF THE WARRANTY SHALL BE REPLACEMENT, REPAIR OR REFUND OF THE DEFECTIVE PRODUCT AREA(S). (THIS COULD INCLUDE ALL LABOR, SUNDRIES TRIM AND JOB SITE TRIPS ASSOCIATED WITH JOB AT SMITH PAINT PRODUCTS SOLE AND ABSOLUTE DISCRETION).

Should this Extended Warranty be void for any reason, Smith's Standard Liability is limited to replacement of defectively manufactured product with same type and cost of the original purchased product upon presentation of a valid, fully paid invoice at the time of a claim. No warranty shall be granted for outstanding invoices or for accounts with unpaid balances until paid in full. No damages, whether consequential, liquidated or other, shall be provided under this Limitation of Liability and Limited Warranty. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SMITH PAINT PRODUCTS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHOULD YOU NOT AGREE WITH ANY OF THE ABOVE TERMS, DO NOT PURCHASE THE PRODUCT(S). Should a product defect be suspected at the time of application, cease use of the product immediately and notify Smith Paint Products for investigation otherwise you will be responsible for the cost to repair or replace any work performed with product(s) suspected of defect. Record batch codes and save all products you purchased in order for any warranty to occur allow with the invoice that matches said quantity. Defects determined after installation must be reported to Smith Paint Products within 10 business days of discovery.

Upon information, belief and to the best of our knowledge, the information contained herein is true accurate as of the date of issuance of this particular document and any and all information conveyed, whether expressed or implied. Is subject to change without prior notice. We guarantee our products to conform to Smith Paint Products quality control standards, but not to any other standards unless specifically stated in written documentation. Smith Paint Products assumes no liability for coverage, performance, injury results from use, misuse or usage not described in any promotional materials or regulatory infraction determined by using our products. The applicator assumes all liability for use and local regulatory compliance. Promotional materials are not a supplementation to any product purchase agreement, nor should such documents be considered a type of contract, if any is reduce to writing.

NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SMITH PAINT PRODUCTS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DO NOT PURCHASE AND USE THIS PRODUCT IF YOU HAVE NOT AGREED TO THE ABOVE TERMS.