

SIL-ACT™

Warranty Application



**ADVANCED
CHEMICAL
TECHNOLOGIES, Inc.**

"Protecting the World's Infrastructure"

SIL-ACT WARRANTY APPLICATION PROCEDURES

1. Submit a completed PROJECT INFORMATION REGISTRATION to ACT prior to shipment.
2. Submit a completed REACTION EVALUATION REGISTRATION to ACT prior to shipment.
3. If SIL-ACT™ Silane is to be applied to a horizontal concrete surface, treated core samples, if required, should be evaluated by ACT prior to shipment.
4. Provide a sample copy of ACT's warranty to the owner or his representative prior to shipment.
5. Immediately following application, complete the APPLICATOR'S LABOR CERTIFICATION STATEMENT and return to ACT, together with the numbered seals from each SIL-ACT™ container.
6. Upon completion of steps 1 through 5, ACT will register and sign the warranty and return it to the owner or his representative along with a copy to be signed and returned to ACT.
7. The owner or his representatives should sign the original warranty and copy, retain the original and return the signed copy of the warranty to ACT.

PROJECT INFORMATION REGISTRATION

Structure name: _____

Address: _____

Owner: _____ Address: _____

Owner Contact: _____ Telephone: _____

Description of Area to be Treated:

Approximate Square Footage to be Treated:

Type of Surface: Concrete Brick Other: _____

Type of Surface: Vertical Horizontal

Surface Age: New 1-5 Years Over 5 years

Surface Condition: Clean Dirty Stained
 Scaling Spalling Efflorescence
 Cracks Loose Mortar Structural Damage
 Other: _____

Has water repellent been applied previously? Yes Type: _____ No

Surface Cleaning Required: None Yes Type: _____

Remedial Work Required: None Caulking Patching
 Crack Repair Repoint Mortar Other:

Comments:

Has owner or owner's representative received a sample copy of the SIL-ACT™ silane warranty?

Yes No

Information submitted by:

Company Name:

Date:

APPLICATOR'S LABOR CERTIFICATION STATEMENT

Structure Name: _____
Address: _____
Description of Area Treated: _____

SIL-ACT™ Product Used: _____
Gallons of Product Used: _____
Are you returning the numbered seals from each SIL-ACT™ container used on this project? [] Yes [] No
If NO, Why? _____
Date Surface Preparation Began: _____
Date SIL-ACT™ Product Application Began: _____
Date SIL-ACT™ Product Application Completed: _____

WE CERTIFY THAT SIL-ACT™ PRODUCT HAS BEEN APPLIED TO AREAS OF THE STRUCTURE DESCRIBED ABOVE IN ACCORDANCE WITH ADVANCED CHEMICAL TECHNOLOGIES, INC. (ACT) PREPARATION AND SIL-ACT™ PRODUCT APPLICATION PROCEDURES AS OUTLINED IN THE CURRENT SIL-ACT™ PRODUCT TECHNICAL LITERATURE.

WE AGREE:

- A. TO INVESTIGATE ALL COMPLAINTS OF LEAKAGE AND/OR WATER ABSORPTION ON OR THROUGH SURFACES TO WHICH THE SIL-ACT™ PRODUCT HAS BEEN APPLIED AND REPORT THE CAUSE TO ACT.
- B. IF THE LEAKAGE AND/OR WATER ABSORPTION IS DUE TO IMPROPER APPLICATION, TO REAPPLY SIL-ACT™ PRODUCT ACCORDING TO ACT PROCEDURES AT OUR OWN EXPENSE (COST OF SIL-ACT™ PRODUCT AND COST OF APPLICATION)
- C. TO REQUEST AUTHORITY FROM ACT TO REAPPLY SIL-ACT™ PRODUCT AT ACT'S EXPENSE TO AREAS WHICH WERE NOT PROPERLY TREATED DUE TO FAULTY SIL-ACT™ PRODUCT.

WE FURTHER AGREE:

THAT, SHOULD WE NOT APPLY SIL-ACT™ PRODUCT UNDER THIS AGREEMENT WITHIN THIRTY (30) DAYS OF RECEIVING WRITTEN NOTICE, ACT MAY HAVE SIL-ACT™ PRODUCT PROPERLY APPLIED BY OTHERS AND WE WILL PAY THE ENTIRE COST TO ACT.

SIGNED: _____
COMPANY: _____
DATE: _____

WARRANTY

ADVANCED CHEMICAL TECHNOLOGIES, INC. (ACT, INC.), WARRANTS THAT THE SURFACE OF STRUCTURALLY SOUND CONCRETE OR MASONRY TREATED WITH SIL-ACT™ (ATS-22, ATS-22 VOC, ATS-42, ATS-55, ATS-100, MULTIGARD™ AND DRI-TRETE WB) IN ACCORDANCE WITH ACT, INC.'S STANDARD APPLICATION PROCEDURES WILL RETAIN ITS WATER AND SALT REPELLENT PROPERTIES FOR A PERIOD OF (length of time) YEARS FROM THE DATE OF APPLICATION.

THIS WARRANTY DOES NOT APPLY IF (1) ACT, INC.'S STANDARD SURFACE PREPARATION AND SIL-ACT™ APPLICATION PROCEDURES ARE NOT FOLLOWED, OR (2) IF THE SIL-ACT™ DOES NOT PENETRATE THE CONCRETE MASONRY TO A MINIMUM DEPTH OF ONE-TENTH (1/10) OF AN INCH AND REACT WITH CONCRETE OR MASONRY, RENDERING THE TREATED SURFACE HYDROPHOBIC, OR (3) IF THE SURFACE OF THE CONCRETE OR MASONRY IS DAMAGED IN ANY WAY AFTER SIL-ACT™ APPLICATION, AS FOR EXAMPLE, BUT NOT BY WAY OF LIMITATION, BY CRACKING, BY SURFACE ABRASION, BY SPALLING, BY SCALING, OR BY ACTS OF REPAIR OR SUBSEQUENT WORK ON OR THROUGH THE CONCRETE OR MASONRY SURFACE, OR (4) IF THE OWNER FAILS TO NOTIFY ACT, IN WRITING OF DEFECT WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF THE DEFECT.

DURING THE TERM OF THIS WARRANTY, ACT, INC. ITS AGENTS OR EMPLOYEES, SHALL HAVE FULL ACCESS, DURING NORMAL BUSINESS HOURS, FOR INSPECTION AND TESTING, TO THE SITE OF SIL-ACT™ APPLICATION.

THE SOLE LIABILITY OF ACT, INC. UNDER THE WARRANTY SHALL BE FURNISHING OF REPLACEMENT SIL-ACT™ OR BY REIMBURSEMENT OF THE ORIGINAL PURCHASE PRICE, AT ACT, INC.'S OPTION, FOR A NEW APPLICATION OF SIL-ACT™ TO THE SURFACE OF THE CONCRETE OR MASONRY, PROVIDED, HOWEVER, THAT THE OWNER HAS RETURNED THE SEAL FROM EACH CONTAINER OF SIL-ACT™ PURCHASED AND USED FOR THE ORIGINAL APPLICATION WITHIN THIRTY (30) DAYS OF REMOVAL OF SUCH SEAL. ACT, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT BY WAY OF LAST LIMITATION, LOST PROFITS, COSTS ASSOCIATED WITH NON-USE OF STRUCTURES OR PROPERTY DAMAGE.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THOSE OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ACT, INC.

ACT, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF SIL-ACT™. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

I request registration of this warranty and accept the conditions contained herein.

ADVANCED CHEMICAL TECHNOLOGIES, INC.

Owner's Authorized Representative

By: Kevin M. Brown, General Manager

Date

Date Application Completed

WARRANTY NUMBER

OWNER

STRUCTURE

