



## DEPENDABLE FLOOR PREP

Date: INSERT DATE HERE

Project: PROJECT NAME ADDED HERE

### Commercial Moisture Vapor barrier and subsequent floor coverings 10 to 20 year LIMITED WARRANTY

#### Terms and Conditions

Dependable Floor Prep (DEPENDABLE) warrants to the original owners and/or occupants that Vaporseal HM Plus will be free of manufacturing defects and will not deteriorate or break down causing a flooring failure for a period of up to 20 years (see below) when installed per our installation guidelines found on the latest product data sheet, and to flooring industry standards, specifications and guidelines. Always reference the current product data sheet from the website, [www.floorprep.com](http://www.floorprep.com). Warranty period begins upon DEPENDABLE's receipt of, approval of and registration of the validated installation submitted in writing by the installation contractor. **Submit required project information [HERE](#).**

The warranty may be extended by using more products sold by DEPENDABLE. Use of ONLY the Vaporseal HM Plus will result in a 10 year warranty. When Vaporseal HM Plus is used with any of the following products DEPENDABLE, at its option, may extend the warranty up to 20 years (twenty years): Skimflow NP, Skimflow LP, Skimflow ES, Skimcrete XL, and Polyskim. Use of GSL products will not extend the warranty for Vaporseal HM Plus. All products must also be installed per our installation guidelines found on our latest technical data sheets, found on our website: [www.floorprep.com](http://www.floorprep.com).

#### Exclusive Remedy

DEPENDABLE will provide replacement material and, pay reasonable labor costs for, at DEPENDABLE's option, repair or replacement of defective Vaporseal HM Plus and the affected floor coverings, and other installation products, affected by manufacturing defects in the product, provided such products are installed per our current product data sheet recommendation and following our installation guidelines.

DEPENDABLE will repair or replace, at its sole discretion, the affected area of the installation including the materials installed immediately above the affected area within 120 days of verifying a product defect. All costs incurred by DEPENDABLE hereunder shall not exceed the cost of the original installation of affected area and materials installed immediately there above. DEPENDABLE will only replace areas affected by defective product, and will not pay for the full replacement of the floor, if applicable. Proof of product purchase is required for any claim.

THE RESPONSIBILITIES OF DEPENDABLE INCLUDES REPLACEMENT OR REPAIR OF THE AFFECTED AREA AS THE OWNERS EXCLUSIVE REMEDY. THIS IS THE ONLY WARRANTY PROVIDED, EITHER EXPRESSED OR IMPLIED, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED.



## Limitations

DEPENDABLE shall not be responsible for structural failure or workmanship that is not in accordance with standard industry practices and procedures and DEPENDABLE published instructions. DEPENDABLE will not be liable for any loss or damage arising from the DEPENDABLE surface preparation system or any DEPENDABLE product incorporated therein, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict product liability. Some states do not allow the exclusion of consequential damages, so these limitations or exclusions may not apply to you. For all DEPENDABLE products in commercial installations, this warranty is expressly in lieu of all implied warranties, including the IMPLIED WARRANTY OF MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion of implied warranties, so this exclusion may not apply to you. Cracking due to structural movement beyond the engineered design, excessive deflection or other failure of the substrate, improper installation of any accessory products including (but not limited to): adhesives, crack and expansion joint filler, patches and other underlayments, sealers and/or damage to structural or subfloor elements from water are also not covered. Acts of God including but not limited to flooding, hurricane, tornado, earthquake and fire shall not be covered under this warranty. Blistering and/or osmotic blisters in the coating are not covered by this warranty. PLATFORM adds no ingredients that contribute to osmotic blisters. DEPENDABLE will not be responsible for system failure resulting from the use of non-DEPENDABLE products or non-specified products. The potential for efflorescence and shading is inherent in all cementitious products and is not considered a manufacturing defect. Although DEPENDABLE may have suggested the material at the request of the owner or applicator, it is the responsibility of the owner to test and determine the suitability of the material for the intended use and purpose, and the owner assumes all risk and liability whatsoever regarding such suitability. This warranty is not a maintenance contract. Any warranties implied by law shall be limited in duration to the duration of this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Any claim alleging a breach of this warranty or any other warranty must be brought within one year of the breach. DEPENDABLE shall not be responsible for structural failure or workmanship that is not in accordance with standard industry practices and procedures and published instructions. All claims must be submitted to DEPENDABLE in writing prior to commencement of any repair. DEPENDABLE will not be held financially responsible to repair costs prior to their written approval of repairs. DEPENDABLE must be given access to the alleged damaged area to assess the floor before any potential financial obligations are paid.

DISCLAIMER: EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, PLATFORM DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE MOISTURE VAPOR REMEDIATION (MVR) SYSTEM. PLATFORM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MVR SYSTEM. THIS LIMITED WARRANTY SETS FOR ALL OF THE RESPONSIBILITIES OF PLATFORM REGARDING THE MVR SYSTEM. REPAIR OR REPLACEMENT OF THE AFFECTED AREA OF THE MVR SYSTEM IS THE EXCLUSIVE REMEDY. THE INSTALLER AND THE OWNER AGREE THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE INSTALLER AND THE OWNER.

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