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This is the Warranty for MG-Krete 1260 Commercial Warranty, containing terms, conditions and guidelines for concrete spalling and delamination Warranty.

The purpose of this document is to spell out the terms, conditions and requirements of the 2-year commercial Warranty projects. The Warranty reads:

*Imco Technologies, Inc., (manufacturer) warrants its product, MG-Krete 1260, to be free from material defects and that the product conforms to its current applicable specifications of eliminating spalling and delamination for a period of **two years**. This Warranty covers any Warranted area of MG-Krete 1260 that is spalled/pitted larger than an inch (2.4 cm) to a CSP/ICRI #3 profile not caused by mechanical or abrasive means or any area where MG-Krete 1260 has become debonded from the substrate. Pitting or what some people call spalling or scaling is defined as Concrete spalling and is a type of defect that is normally seen in a concrete slab or a layer of concrete in locations that have colder climates and experience the constant destructive forces of cyclic freezing and thawing (freeze-thaw cycle). The situation is exacerbated when salt or deicing chemicals are used on the concrete surface. This situation can also occur in climates that are hot with lots of sunshine, UV rays being a significantly destructive force to Portland cement based concrete. Below is a picture of pitting/scaling/spalling:*



As you can see this is pitted/spalled and if the MG-Krete overcoating performed like this, debonding internally within MG-Krete 1260, Imco Technologies will supply the repair material but not labor. This debonding/delamination is defined as the MG-Krete leaving the substrate with less than 30% of the substrate attached. If the substrate in excess of 30% is attached this is not a failure of MG-Krete.



The first picture is that of MG-Krete attached the substrate, which would not be considered a failure. The second picture shows MG-Krete coming off the repaired substrate clean with none or less than 30% of the substrate attached, which would result in Imco Technologies supplying the repair material to fix the affected areas.

This is an example of MG-Krete attached to the substrate that became detached from the lower substrate; this is not a failure of MG-Krete.



Cracking of the substrate causing MG-Krete 1260 to crack is not covered under this Warranty. Consult Imco Technology for proper treatment of cracks in concrete.

The warranty period starts from the date of the original installation. This warranty covers spalling of concrete or delamination and is provided if the MG-Krete 1260 is installed according to, and in compliance with, the instructions and the current requirements of the manufacturer. The installing entity must be a Factory Trained

*installer, consult with manufacturer prior to MG-Krete 1260 placement. Imco Technologies must have description of the project including photos and shall issue a methodology plan to ensure success. This project must be pre-registered with manufacturer and signed proof of registration must be on file with all stakeholders prior to MG-Krete 1260 placement including the methodology plan. In the event there is a pitting or delamination claim, manufacturer reserves the right to inspect and test any and all materials to determine the source of the problem. The sole and exclusive remedy of purchaser for any claim concerning MG-Krete 1260, including but not limited to claims alleging breach of warranty, negligence, strict liability or otherwise, is the **materials** necessary to make the repair of the spalled area. It is recommended that the applicator issue a separate labor Warranty to match the term of this Warranty. The repair materials shall consist of MG-Krete™ 1260 manufactured by manufacturer. The manufacturer must approve of any contractor making a repair under this claim. The manufacturer shall in no way be responsible for any acts of nature, inferior concrete, concrete additives, contaminates in the concrete, cracks or voids resulting after the product application, any incidental or consequential damage, including without limitation, damage for lost profits, business interruption, property damage, economic loss or injuries to the person. Manufacturer shall not be liable to the buyer for contribution, or indemnity, or for other losses arising from the use of MG-Krete 1260. Any and all disputes or claims arising out of these products or relating to the provisions of the warranty must be arbitrated utilizing the services of a local neutral dispute resolution service upon which the buyer and seller agree. Manufacturer claims policy is as follows: Claims will not be considered until the spalled MG-Krete 1260 has been inspected by one or more of the following: Company representative, or independent inspection service of manufacturer's appointment. There are no other warranties expressed or implied including, but not limited to, any implied warranty of merchantability or warranties of fitness for a particular purpose. All accounts must be paid in full prior to any warranty being issued or enforced.*