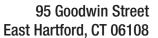


## **DUR-A-WALL VC**

## **TABLE OF CONTENTS**

DUR-A-WALL VC- PRODUCT DATA SHEET	2-3
DUR-A-WALL HP GRIPPER PRIMER –PRODUCT DATA SHEET	4-5
DUR-A-WALL HP BLOCK FILLER- PRODUCT DATA SHEET	6-7
DUR-A-WALL VC- APPLICATION INSTRUCTIONS	8-9
MICRO CHIP- COLOR CHART	10
MACRO- COLOR CHART	11
SURFACE PREPARATION GUIDELINES	12-15
CLEANING GUIDELINES	16-17
STANDARD WARRANTY	18-20





Tel: 800-253-3539 • Fax: 860-528-2802 • www.dur-a-flex.com • contact us@dur-a-flex.com

## **DUR-A-WALL VC**

### **DESCRIPTION**

DUR-A-WALL VC decorative epoxy wall system is a twocomponent, low odor, 100% thermosetting formulation of DUR-A-GARD (pigmented) epoxy, DUR-A-GLAZE # 4 (clear) epoxy and Dur-A-Flex decorative chip that is designed especially for wall applications. DUR-A-WALL VC is ideally suited for application on concrete, wood, drywall or block. This system is seamless, extremely durable, sanitary and easy to clean. Two coats of a high gloss or satin finish urethane topcoat provides stain resistance and is virtually unaffected by oil, grease, strong detergents and salt. The urethane topcoats have a non-ambering, abrasion resistant formula that locks out chemicals and stains and prevents them from penetrating into the wall surface.

### **BENEFITS**

- Stain Resistant
- Easy to Clean
- Durable
- Sanitary
- Easy Maintenance
- Seamless

### **LIMITATIONS**

This product is best suited for application in temperatures between 55°F and 95°F. Substrate must be clean, sound. and dry.

### **TYPICAL USES**

- Laboratories
- Hospitals
- Clean Rooms
- Laundries

- Pharmaceutical Plants
- Kennels
- Food Processing Plants
- Bottling Plants
- Commercial Kitchens
- Locker Room Areas
- Garages
- Schools

### **COLORS**

DUR-A-WALL VC is available in MICRO and MACRO Chip Color Blends. Color options include solid colors or custom blends. Refer to the MICRO and MACRO Chip Color Selector Chart.

### **PACKAGING**

DUR-A-WALL VC decorative epoxy wall system is available in 1-gallon cans, 5-gallon pails, and 50-gallon drums. The decorative chips are available in 10 lb or 40 lb boxes. Shelf life is one year in the original unopened container.

### SURFACE PREPARATION

This product requires preparation in order to perform as expected. Substrate must be clean, sound, and dry. Please refer to the master Surface Preparation Guide on our website for more information.

### APPLICATION METHOD / SPREAD RATES

DUR-A-WALL VC is applied with a 3/8" nap roller at approximately 200 Sq Ft per gallon per coat. The decorative chip is applied with the DUR-A-WALL hopper gun at 8-9 Sq Ft per pound. Refer to Application Instructions for a full guide.

### **GUIDE SPECIFICATIONS**

This product is part of the DUR-A-FLEX family of polymer systems. Please contact DUR-A-FLEX for complete three part guide specs.

### CHEMICAL RESISTANCE

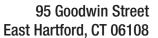
This product is resistant to most common chemicals. Please refer to master Chemical Resistance Chart on our website for actual resistance to specific chemicals/reagents.

### **CLEANING**

This product is considered to be a low maintenance wall system. Please refer to the master Cleaning Guidelines on our website.

DUR-A-WALL VC				
TECHNICAL INFORMATION				
Toxicity	Non-Toxic, USDA Approved			
Physical Property	Test Method	Result		
Hardness, Shore D	ASTM D-2240	70-80		
Water Absorption	ASTM D-570	0.04%		
Flammability	ASTM D-635	Self-Extinguishing		
Flame Spread / NFPA-101	ASTM E-84	Class A		
Tensile Strength	ASTM D-638	3000 psi		
Flexural Strength	ASTM D-790	4000 psi		
Impact Resistance	ASTM E 695-03	75 ft. lbs. 0.025" set		
	(Soft Body Impact)			
Impact Resistance	USG Pipe Cap Test	15 ft. lbs.		
	(Hard Body Impact)			
Impact Resistance	ASTM D-2794 @25 inch lbs (Indentations, Mils)	45		
Bond Strength to Substrates	ASTM D-4541	Substrate failure		
Thermal Shock, 50 cycles of immersion in chilled and boiling water	MIL F 52505	No chalking or loss of adhesion		
Abrasion Resistance, CS-17 Wheel, Wgt. Loss 1000 gm. Load 1000 cycles	ASTM D-4060	10 mg loss		
VOC Content		0 g/L		

3





Tel: 800-253-3539 • Fax: 860-528-2802 • www.dur-a-flex.com • contact\_us@dur-a-flex.com

## **DUR-A-WALL HP GRIPPER PRIMER**

### **DESCRIPTION**

DUR-A-WALL HP GRIPPER PRIMER is a 100% acrylic latex primer-sealer with excellent adhesion to new wallboard, sheetrock, and gypsum board. DUR-A-WALL HP GRIPPER PRIMER seals surfaces for uniform finish coat application, texture, gloss, and color. DUR-A-WALL HP GRIPPER PRIMER is part of DUR-A-FLEX DUR-A-WALL HP wall systems.

### **BENEFITS**

- Fast drying
- Excellent adhesion
- Apply with brush or roller
- Easy clean-up

### **LIMITATIONS**

Patch irregularities with an appropriate patching compound. This product is best suited for application in temperatures above 50°F. Applications above 80°F and 60% relative humidity will increase drying time. **Keep from freezing.** 

### **TYPICAL USES**

- Laboratories
- Pharmaceutical Plants
- Hospitals
- Operating Rooms
- Clean Rooms
- Emergency Rooms
- Patient Rooms

### **COLORS**

DUR-A-WALL HP GRIPPER PRIMER is supplied in white only.

### **PACKAGING**

DUR-A-WALL HP GRIPPER PRIMER is packaged in 1 gallon cans. Shelf life is one year in the original unopened containers.

### SURFACE PREPARATION

This product requires preparation in order to perform as expected. Surfaces to be painted must be free of dust, mildew, dirt, grease, loose paint, oil, glue size, calcimine, wax, soap, and other surface contamination that may inhibit good adhesion. This product is ready-to-use as it comes from the container, but can be thinned sparingly with water if necessary.

**Existing epoxy or urethane coatings:** DUR-A-WALL HP GRIPPER PRIMER is <u>NOT</u> recommended for use over existing epoxy or urethane coatings.

Previously painted wallboard, sheetrock, gypsum board: DUR-A-WALL HP GRIPPER PRIMER may be applied directly over previously painted walls.

New wallboard, sheetrock, gypsum board: Joint compound should be sanded smooth, but avoid abrading the paper. Substrate finish will affect final appearance of wall coating. Drywall must be finished to a minimum level #4 for matte finishes and level #5 for semi-gloss finishes. DUR-A-BOND® 90 (or equivalent) joint compound is recommended for adhesion. (Finishing level definitions are based on GA-214-96, "Recommended Levels of Gypsum Board Finish," and are intended to provide an industry standard for drywall finishing.) New Plaster: Knife off all nibs and protrusions. Wipe with a clean, damp cloth to remove loose particles. Do not sand new plaster until it is primed.

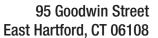
### APPLICATION METHOD / SPREAD RATES

DUR-A-WALL HP GRIPPER PRIMER can be applied to any paint-ready specified surface with a synthetic, nylon, or polyester brush, or a 3/8" nap synthetic roller. The spread rate using a brush or roller is 400 to 450 SF/gal on smooth surfaces and 200 - 275 SF/gal on porous surfaces.

### **GUIDE SPECIFICATIONS**

This product is part of the DUR-A-FLEX family of polymer systems. Please refer to the Dur-A-Flex website for complete three-part guide specs.

DUR-A-WALL HP GRIPPER PRIMER			
TECHNICAL INFORMATION			
Туре	100% Acrylic Latex		
Exposure	Interior or Exterior		
Gloss	4 @ 60° +/-2		
Dry Film Thickness	1.5 mils		
Viscosity @ 77°F	86 KU +/-5		
VOC	100 g/I max		
Thinner	Water		
Clean Up	Soap and water		
Flash Point (°F)	Non-combustible		
Color	White		
Weight/gallon	10.9 +/- 0.5 lbs.		
Dry Time (@70-77°F, 50% RH)	To Touch: 1 hr To Recoat: 4 hrs To Handle: 6 hrs		
Spread Rates	Smooth: 400-450 SF/gal Porous: 200-275 SF/gal		





Tel: 800-253-3539 • Fax: 860-528-2802 • www.dur-a-flex.com • contact\_us@dur-a-flex.com

## **DUR-A-WALL HP BLOCK FILLER**

### **DESCRIPTION**

DUR-A-WALL HP BLOCK FILLER is high quality interior acrylic block filler formulated to fill small imperfections and pinholes in masonry block and porous concrete before top-coating. This 100% acrylic block filler is easy to apply, alkali resistant and provides a surface capable of receiving all types of finish coats. DUR-A-WALL HP BLOCK FILLER is not water sensitive after application.

### **BENEFITS**

- · Ready to use
- Seals masonry block and concrete
- Easy soap and water clean-up

### **LIMITATIONS**

Do not add solvents, oils, or colors in oil, or mix with other paint types. Do not apply when air or surface temperature is below 50°F. Applications above 80°F and/or 60% relative humidity will increase curing time. Keep from freezing.

### **TYPICAL USES**

- Masonry block
- Concrete
- Brick

### **COLORS**

DUR-A-WALL HP BLOCK FILLER is supplied in white only.

### **PACKAGING**

DUR-A-WALL HP BLOCK FILLER is packaged in 5 gallon pails. Shelf life is one year in the original unopened containers.

### **SURFACE PREPARATION**

Allow mortar joints to cure at least 30 days before filling blocks. Substrate pH must be 10.0 or lower. Do not use on cinder blocks containing rust or iron. Nibs and mortar joints should be "bricked down" to remove all protrusions and mortar splatters. All dirt, grease, oil and other contaminants should be removed by brushing or solvent washing. Please refer to the Application Instructions for the DUR-A-WALL system being applied for more details.

### APPLICATION METHOD /SPREAD RATES

DUR-A-WALL HP BLOCK FILLER is supplied ready to use and can be applied by synthetic, nylon, or polyester brush or a

synthetic fiber roller. Spray application is not recommended because the silica content is abrasive to spray equipment.

Maximum block filling qualities are achieved with use of a roller (3/8" nap or longer). DUR-A-WALL HP BLOCK FILLER should be applied full body vertically and cross hatched horizontally to remove all roller ridges and unevenness in the block filler. Brushing should be done with a short stubby brush, working the material well into the pinholes, pores and voids. Material should be applied in horizontal sections with the block mortar lines serving as a guide.

Typical spread rate are 150 - 200 SF/gal for masonry block and 200 - 225 SF/gal for poured concrete.

Please refer to the Application Instructions for the DUR-A-WALL system being applied for more detail.

### **GUIDE SPECIFICATIONS**

This product is part of the DUR-A-FLEX family of polymer systems. Please refer to the Dur-A-Flex website for complete three-part guide specs.

	DUR-A-WALL HP BLOCK FILLER
Туре	100% acrylic latex
Exposure	Interior or exterior
Gloss	2 @ 60° +/-2
Dry Film Thickness	3.8 mils
Viscosity @ 77°F	112 KU +/-5
VOC	100 g/L maximum
Thinner	Water
Clean Up	Soap and water
Flash Point (°F)	Non-combustible
Color	White
Weight/gallon	13.2 +/- 0.5 lbs.
Dry Time (@70-77°F, 50% RH)	To Touch: 2-4 hrs. Recoat window: minimum 24 hours (no maximum)
Spread Rates	Masonry block: 150 -200 SF/gal., Poured concrete: 200-225 SF/gal.

### **APPLICATION INSTRUCTIONS**



95 Goodwin Street East Hartford, CT 06108

Tel: 800-253-3539 • Fax: 860-528-2802 • www.dur-a-flex.com • contact\_us@dur-a-flex.com

## **DUR-A-WALL VC**

<u>IMPORTANT!</u> Read these instructions carefully several days prior to starting your work. Seek answers to any questions you may have before you begin. DUR-A-FLEX, Inc. maintains a Technical Staff that will be glad to answer your questions and give you advice pertaining to your particular installation.

<u>method.</u> When recommended spread rates are followed, a double broadcast of either MICRO or MACRO decorative chip will produce a nominal 35-40 mil wall system.

### SURFACE PREPARATION

Surface must be clean, dry and free of all oil and grease. Please refer to the Surface Preparation Guide on our website for more information. No epoxy coatings should be applied unless surface temperature is a minimum of 5 degrees F above dew point. See Dew Point Calculation Chart on our website for detailed instructions.

### **MIXING AREA**

Select a convenient mix area and protect the surface from spillage by covering with a layer of cardboard and sheet of plastic. Be generous with the amount of space you allocate for this function. The more comfortably your mixer works, the less likely you are to have a "mix error". Make ready all necessary tools, mix and measure containers, etc. DO NOT MIX ANY EPOXY UNTIL READY FOR IMMEDIATE USE. Once hardener and resin are combined, it must be used immediately. Apply masking tape wherever coating is intended to stop.

### **DUR-A-WALL APPLICATION METHOD**

NOTE – For masonry surfaces such as brick, block, ceramic tile etc. (A pre-installation meeting is recommended to determine surface finish.) Substrate finish will affect final appearance of wall coating. Drywall must be finished to a level #4 - #5 finish. DUR-A-BOND® 90 joint compound is recommended for adhesion. DUR-A-GARD and DUR-A-GLAZE # 4 epoxies are applied with a 3/8" nap roller. Coverage will vary depending upon porosity and texture of substrate. Multiple applications of filler material may be necessary. Sand or grind between coats to achieve a smooth surface.

# NOTE: Tile grout lines may "mirror through" the finished system even though the surface is smooth.

A. <u>Priming</u> — When applying over concrete or block walls, DUR-A-WALL HP BLOCK FILLER is recommended to fill any pores in the substrate. When applying over sheet rock,

- use DUR-A-WALL HP GRIPPER PRIMER. This will prevent the base coat from soaking into the sheet rock.
- B. <u>Base Coat</u> -Add 1 part DUR-A-GARD NO-SAG hardener to 2 parts DUR-A-GARD resin by volume. Mix with a slow speed Jiffler type mixer for 2-3 minutes. Apply at a spread rate of 250 Sq Ft per gallon.
- C. <u>Broadcast Coat</u> Using the Flaketech Hopper Gun that is connected to an air compressor set at 20 30 psi, apply the vinyl chip into wet base coat at approximately nine Sq Ft per pound and allow to cure.
- D. <u>Second Broadcast Coat</u> Remove loose vinyl chips by thoroughly scraping the surface with a trowel or wall paper brush and apply a coat of DUR-A-GLAZE # 4 at 150 Sq Ft per gallon. Apply the vinyl chips at approximately nine square feet per pound using the Flaketech Hopper Gun that is connected to an air compressor set at 20-30 psi.
- E. <u>Seal Coat</u> Remove loose vinyl chips by thoroughly scraping the surface with a trowel or wall paper brush and apply a coat of DUR-A-GLAZE # 4 at 150 Sq Ft per gallon. Allow to cure for 10-12 hours before sanding off bumps and imperfections.

### **TOPCOAT INSTRUCTIONS**

Two coats of a urethane topcoat are applied for the DUR-A-WALL VC system. The urethane topcoats provide a high degree of abrasion resistance and are available in high gloss and satin finishes. Refer to the Chemical Resistance Chart for performance characteristics to help determine which topcoat to use to meet the requirements of your particular application.

IMPORTANT: Be sure to pour the hardener into the mixing bucket first, when working with the epoxy and vice versa when working with the urethane. Always scrape the sides and bottom of mixing container to assure thorough blending. Do not allow any water on coated surface for 24-48 hours.

### IMPORTANT!

Before using DUR-A-FLEX products, read and understand its accompanying Safety Data Sheet.

 $STANDARD\ TERMS\ AND\ CONDITIONS\ OF\ SALE,\ INCLUDING\ STANDARD\ WARRANTY\ APPLY\ -\ VISIT\ \textbf{DUR-A-FLEX.COM}\ FOR\ THE\ LATEST\ VERSION$ 

**CAUTION!** As with all chemical products, individuals may have different reactions to exposure to specific products. This is dependent upon many factors, including the individual's personal characteristics, the size of the installation, the ventilation available, the intensity of the exposure or the length of the exposure. Individuals may experience discomfort during the installation process of one product, but not another.

In some cases this is experienced as a skin irritation and in others it is experienced as an inhalant irritation. Typically, it disappears once the exposure is eliminated. In some cases people can become "sensitized" to a product and experience the discomfort every time there is exposure without Personal Protective Equipment ("PPE").

To protect yourself from various exposures or discomfort during the mixing and application of our products, we recommend covering exposed skin including, using gloves, long sleeves, safety glasses and a respirator such as the 3M 8577 P95 Universal Disposable Carbon Respirator or a cartridge respirator.

Use only as directed. KEEP OUT OF REACH OF CHILDREN.

Do not reseal moisture-contaminated hardener. This will result in carbon dioxide generation or possible violent rupture of container.



# **MICRO CHIP COLOR BLENDS**

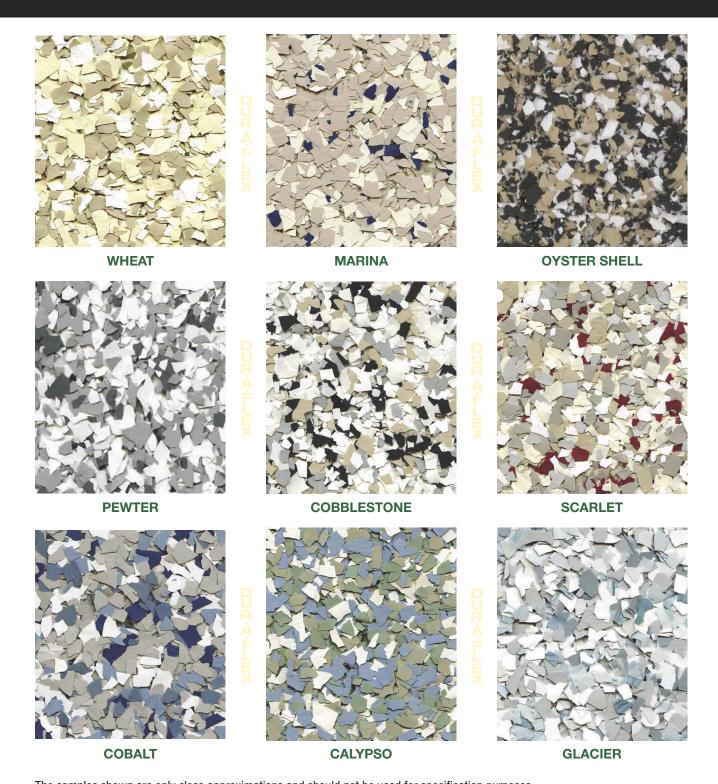


The samples shown are only close approximations and should not be used for specification purposes. Contact Dur-A-Flex to obtain actual samples for best color selection.





# **MACRO CHIP COLOR BLENDS**



The samples shown are only close approximations and should not be used for specification purposes. Contact Dur-A-Flex to obtain actual samples for best color selection.



## **SURFACE PREPARATION GUIDELINES**

DUR-A-FLEX, INC. has developed this document to help facility owners, architects, engineers, specification writers, and contractors gain a better understanding of the importance of a properly prepared substrate, and the methods to achieve an appropriate bond. This document is intended to be a general guideline, for specific jobsite information, please contact your local DUR-A-FLEX Representative.

There are many satisfactory methods for preparing a substrate to receive a DUR-A-FLEX flooring system. The preparation method is typically chosen based on service requirements, time allowed for entire process, and accessibility.

### PERSONAL PROTECTION EQUIPMENT

It is the responsibility of the surface preparation contractor and the flooring contractor to insure that all personnel are properly protected from hazards. DUR-A-FLEX is committed to promoting awareness regarding these potential hazards. All DUR-A-FLEX products are rated according to the Hazardous Material Identification System (HMIS). OSHA regulations specify when, where, and how workers are to be protected. These regulations and the local OSHA officials should be consulted as necessary to insure proper protection, compliance with the law, and to avoid liability issues. Safety and health issues should be addressed prior to the start the job.

### **TESTING**

#### **Moisture Concerns**

Please refer to the Floor Evaluation Guidelines in the Contractor Center of our website to assist in determining the condition of the concrete. Core analysis is recommended to determine the depth of soluble ion contamination which may contribute to osmotic blistering and floor system failure. DUR-A-FLEX offers in-house core testing using ion chromatography technology. Refer to the DUR-A-FLEX Core Analysis Program on our website for more information.

### **Testing for an Existing Sealer**

Test to see if the floor is "sealed" by using the Water Break Test; please refer to ASTM 3191. If the poured water forms into droplets, then an existing sealer and/or paint may exist on the surface and must be removed by diamond grinding, steel shotblasting or other mechanical methods.

### **Salt Contamination Testing**

Salt contaminated slabs that contain steel reinforcement are very susceptible to corrosion of the reinforcing steel. As the steel corrodes it expands causing cracking, delamination of concrete and any toppings bonded to it, and eventually, structural failure of the slab. Obvious signs of chloride or salt contamination are spalled concrete with exposed, rusted, reinforcing steel.

### REMOVAL AND REPAIR

### ASTM D 4258-83 Standard Practice for Surface Cleaning Concrete for Coating

This practice includes surface cleaning the concrete to remove grease, dirt, and loose material prior to the application of coatings. Procedures include vacuum cleaning, air blast cleaning, water cleaning, detergent water cleaning, and steam cleaning.

### **Removal of Bond Inhibiting Contaminants**

This includes, but is not limited to removal of oils, grease, wax, sealers, curing compounds, laitance, salts, and any other hydrocarbon based materials. This will ensure that a good bond takes place between the resinous flooring and the concrete substrate.

### Removal of Adhesives. Mastics and Membranes

In many retrofit projects, existing tile, VCT or sheet goods are being replaced with polymer flooring systems. Removal of the floor finish will often leave a layer of some type of mastic, adhesive or membrane. In thin applications these materials can often be completely cleaned up by shotblasting the concrete. In thicker applications, the steel shot will tend



to bounce, requiring additional preparation with the use of scarifying equipment or possibly even the use of chemical strippers. Wherever possible, consult the DUR-A-FLEX Tech Service Department or your local DUR-A-FLEX Flooring Contractor and schedule a site visit to investigate the best removal methods.

### Removal of Existing Seamless Floor

Like mastics and adhesives, the need to remove an existing seamless floor will occasionally arise. There has been much progress made in the development of equipment for removal of resurfacers. Typically, removal requires a heavy grinder with "rotating heads". These heads can be outfitted with different "teeth" or carbide blades for removal of a particular type of overlay.

### REASONS FOR SURFACE PREPARATION

Surface preparation of a concrete substrate is required to remove surface laitance to create a surface profile and porosity for adhesion of polymer floor systems.

### METHODS OF SURFACE PREPARATION

Care should be taken to define the degree of abrasion required for the coating system so that the concrete will not be eroded beyond what is necessary. All concrete surfaces should be abraded to remove laitance and contaminants. Concrete Surface Profile (CSP) is a reference developed by the International Concrete Repair Institute to help ensure a standard for surface profiles for coatings and toppings. (ICRI 310.2R-2013) The following table describes the required CSP for Dur-A-Flex systems.

### **DUR-A-FLEX SYSTEM BUILD CONCRETE SURFACE PROFILES**

DUR-	A-FLEX SYSTEM	CSP 2	CSP 3	CSP 4	CSP 5	CSP 6
Dur-A-Glaze Grind and Seal						
Accelera S						
Armor-Stat ESD						
Cryl-A-Shield						
Dur-A-Gard*						
Dur-A-Gard ESD						
Dur-A-Gard MR*						
Mica-Flex M						
ReFLEXions*						
All Hybri-Flex Systems						
Accelera B	Cryl-A-Floor SL					
Accelera C	Cryl-A-Gard SL					
Accelera Q	Cryl-A-Quartz SL					
Accelera HB	Dur-A-Chip					
Accelera HC	Dur-A-Gard SL					
Accelera HQ	Dur-A-Quartz					
Accelera RXC	Mica-Flex E					
Cryl-A-Chip	Shop Floor					
Cryl-A-Floor	Shop Floor MR					
Cryl-A-Quartz	Poly-Crete SLB					
Cryl-A-Chip SL						
Poly-Crete MD						
Poly-Crete MDB						
Poly-Crete MDC						
Poly-Crete MDQ						
Dur-A-Crete						
Poly-Crete HF						

The Concrete Surface Profiles listed are for standard Dur-A-Flex system builds. Surface conditions can vary from job to job. For questions with preparing, or priming substrates or installing systems in varying environmental conditions, please contact your local Dur-A-Flex Technical Services Manager or Territory Sales Manager for a site visit and/or verification.

Concrete Surface Profile (CSP) is a reference developed by the International Concrete Repair Institute to help ensure a standard for surface profiles for coatings and toppings. (ICRI 310.2R-2013)



<sup>\*</sup> When priming using Dur-A-Glaze MVP Primers\*\*, a CSP of 3-4 is recommended. Note: this may result in blast lines being visible in the finished coating.

<sup>\*\*</sup> Dur-A-Glaze MVP Primers include any available version of Dur-A-Glaze MVP, MVP2, or MVP3 Primer.

### **Shotblasting**

Shotblasting is an excellent method for surface preparation of concrete for most polymer floor installations. Shotblast equipment utilizes an alloy wheel spinning at high speeds to throw small steel particles at the substrate in a controlled, dry, 99% dust-free operation. This process removes surface contamination, adds profile and vacuums the concrete clean in one process. The size and angularity of shot, along with the travel speed of the unit, can be adjusted to determine the degree of the surface profile. Because shotblasting is a dry preparation process, it allows the installation to begin immediately after completion of prep (surface must be dry before blasting). Shotblasting will also identify weak areas in the surface of the concrete.

### **Diamond Grinding**

Diamond grinding is another preferred choice for preparing concrete for polymer floor systems. Diamond grinders are floor grinders equipped with diamond abrasives. With multiple grit options available they are capable of achieving a wide range of concrete surface profiles appropriate for most resinous flooring systems. Additionally, diamond grinding is used for mechanically profiling and removing existing coatings and adhesives. Immediately after diamond grinding, vacuuming is required to remove all dust from the substrate.

### **Hand Tool**

Hand tool preparation consists of the use of mechanical tools and equipment designed to abrade or chip away the surface of the concrete. Common tools available include chipping hammers, hand held diamond grinders and concrete crack chasing saws. These tools are typically used to make keyways, and prepare edges against walls and columns.

**NOTE:** When selecting method for preparation for coating systems, any deviation greater than the system thickness needs to be pre-patched or the blast patterns or track lines may be visible.

### **TYPES OF SUBSTRATES**

### **Regular Concrete**

Regular concrete surface must be prepared with a steel shotblast machine or diamond grinder. Floors with oil, grime and grease should first be cleaned with Simoniz 969 cleaner / degreaser before preparing. Allow floor to dry. Good ventilation, fans and/or auxiliary heat will accelerate drying time. Do not use oil fired portable heaters.

### Replacement of Structurally Deteriorated Concrete

Replacement of structurally deteriorated concrete must be done in accordance with The International Concrete Repair Institute (ICRI) Bulletin. Patching material must be a DUR-A-FLEX approved patching material. Make sure of minimum cure time before installation of resinous flooring. DUR-A-FLEX Flooring Contractors should be contracted whenever possible to complete these repairs appropriately.

### **Fiber Filled Concrete**

Fiber filled concrete must be burned with a propane weed burner, swept and vacuumed perfectly clean, and then primed. When primer has completely cured, the floor must be sanded and tack ragged. (This step may not be necessary for thick resurfacing systems).

### **Quarry / Ceramic Tile**

Quarry / Ceramic tile have been successfully resurfaced on many projects without the removal of the tile and setting bed. A site investigation along with cores through the entire slab will help identify the type of setting bed, the existence of any waterproofing membranes, additional toppings, or other unusual existing conditions. Water trapped within the floor will create long-term sanitation and performance problems.

If the tile is well bonded and placed over an unsaturated latex setting bed, the floor may be resurfaced. Please refer to your DUR-A-FLEX Technical Services Manager to determine appropriate mechanical surface prep method, fillers, and products.



### **Existing Epoxy Coating / Resurfacer**

Existing seamless floors may be resealed or resurfaced from time to time due to excessive wear, or the need to change the appearance or skid-resistance of the floor. The existing floor should first be cleaned and degreased with either EZ-CLEAN floor cleaner / degreaser or Simoniz 969 cleaner. It must then be mechanically abraded to totally remove the gloss and vacuumed perfectly clean. "Tack rag" area to remove remaining dust. Consult your Technical Services Manager to determine the best preparation for the individual coatings.

### Plywood

The plywood substrate must be sound and non-flexing under the expected load. Typical plywood substrate must be exterior or marine grade, new, clean, and smooth finish (NO KNOTS). Two layers with staggered joints are required. Plywood should be positively fastened to the existing surface with a high-quality construction adhesive as well as a 6" screw pattern. For further information on plywood substrates, please contact your local sales representative or DUR-A-FLEX technical department.

### **WALLS**

For Dur-A-Wall Applications:

**Block Wall** 

Apply Dur-A-Flex BLOCK FILLER to fill pores over new or existing concrete block following the application instructions.

### Drywall

Drywall must be finished to a level #5 paint-ready finish prior to coating. Prime with Dur-A-Flex GRIPPER PRIMER. Substrate will affect final appearance of wall coating.

**NOTE:** Dur-A-Wall products require preparation in order to perform as expected. Substrates must be clean, sound and dry. If installing over substrates other than block wall or drywall please consult Dur-A-Flex Technical Services.

### **CRACKS AND JOINTS**

Cracks and joints are treated on a case by case basis. For more information on treating cracks and joints, refer to the DUR-A-FLEX Joint Guidelines or Crack Treatment Guidelines in the Contractor Center section of our website, or contact your Technical Services Manager.

For further assistance regarding this guide, please call your Dur-A-Flex, Inc. Territory Sales Manager or your Technical Services Manager:

(800) 253-3539 or e-mail Contact\_Us@Dur-A-Flex.com



220715

# **CLEANING GUIDELINES**

### WHY CLEAN YOUR FLOOR?

**Appearance:** Your floor will look its best when it is clean. By establishing a scheduled cleaning program, the floor will continue to look and perform as it did when it was first installed.

**Safety:** No matter how aggressive the texture of your floor, if it is not cleaned properly, it can present a slip hazard. Allowing cleaners to emulsify, rinsing and drying your floor properly will reduce the risk of a slip and fall incident.

Note: Wet environments need to be kept dry as possible to prevent slip and falls. Proper signage, non-slip shoes, floor fans, and walk-off mats will help prevent slip and falls in any facility

**Service Life:** The lifetime of your floor will depend upon how well you clean it. In aggressive use areas (i.e. kitchens and machine shops) contaminants such as oil, dirt, and grease work with water and bacteria to break down the floor.

### FLOOR CLEANING PROCESS & TOOLS

The best way to clean a Dur-A-Flex floor is to use the recommended cleaning product and follow a six-step process. (Equipment needs vary between small and medium/large floor areas.)

Process	Small Area	Medium/Large Area
Sweep floor thoroughly	Broom, Dust Mop	Floor Sweeper, Broom
Apply cleaning product on floor surface	Deck Brush, Foamer/Sprayer	Automatic Floor Scrubber, Foamer/Sprayer
<b>Dwell</b> - allow cleaning product time to emulsify foreign material	10-15 Minutes	10-15 Minutes
Agitate to aid in the release of foreign materials	Deck Brush, Rotary Floor Machine	Automatic Floor Scrubber, Rotary Floor Machine
Remove cleaning product from the floor	Squeegee (Soft Neoprene) Wet Vacuum	Automatic Floor Scrubber
Rinse the floor with clean water and remove	Wet Vacuum, Squeegee (Soft Neoprene)	Automatic Floor Scrubber

### **NOTES**

- Wax strippers should never be used on a Dur-A-Flex Floor
- Never use Enzyme based cleaners on a Dur-A-Flex Floor
- DO NOT use "No-Rinse" cleaners as the chemical concentration can increase in the residual film left behind
- Combinations of chemicals can result in staining or degradation if not properly rinsed and removed
- Never use a mop to clean a floor that is greasy or oily.
- Make sure the pads or brushes on the automatic scrubber are in good shape. Pads should be non-abrasive white, tan or red 3M cleaning pads or equivalent. Brushes should be nylon nonabrasive Malish 8129 series or equivalent soft to medium flex nylon bristle brush.
- When using a deck brush, choose a medium/stiff bristle.
- When using a floor cleaning machine, a pad is recommended for use on smooth floor systems, while a soft to medium flex nylon bristle brush is recommended for broadcast floor systems or smooth floor systems with added texture.

- When removing solution with a squeegee, use a soft, neoprene squeegee. Do Not use a water spray to remove cleaning solution from the floor because it will over-dilute the solution and cause grease and oil to fall back onto the floor.
- Spills should be cleaned up immediately to prevent staining and as a safety precaution.
- Surfaces should be adequately protected when moving heavy equipment across the floor.
- Through proper training and education, unnecessary wear of the floor (such as forklift spin and skid-marks) can be avoided.



### RECOMMENDED CLEANING PRODUCTS

Determining the correct cleaning product for your Dur-A-Flex floor is based upon the amount and type of soiling the floor receives. We have divided these into four types, and recommended a cleaning product for each instance:

Application	Typical Areas	Product	Product Description	
Traffic Areas (Light soils)	Hallways, Healthcare Facilities, Labs, Dining Areas, Schools	EZ-CLEAN	EZ-CLEAN is a heavy-duty alkaline floor cleaner designed to remove protein or crude based soils	
Moderate/Heavy (Protein soils)	Grocery Stores, Restaurant Kitchens, Animal Care, Food/Beverage Processing	EZ-CLEAN		
Moderate/Heavy (Crude soils)	Manufacturing/Industrial, Machine/ Automotive Service Centers, Warehouses	SIMONIZ 969	SIMONIZ 969 is a heavy duty, highly alkaline floor cleaner designed to remove machine and crude oil from concrete	
Rubber Tire Marks	Forklift Tire Spin	TIRE MARK REMOVER	TIRE MARK REMOVER is a heavy duty cleaner designed to remove rubber skid marks from polymer type floors as well as hard steel troweled floors	

The above Dur-A-Flex cleaning products may be ordered directly from Dur-A-Flex Customer Service at 1-800-253-3539 or via email at orders@dur-a-flex.com

### WHEN TO CLEAN YOUR FLOOR

Dur-A-Flex floors are designed for and used in heavy traffic areas that typically accumulate foreign matter. Because of this, the recommended maintenance schedule for most areas is once or twice daily cleaning and regular "touch-ups" for spills. Less frequent cleaning of these areas results in a buildup of foreign matter, which diminishes the appearance, safety and service life of the floor.

Our CRYL-A-FLEX MMA products develop to full cure in one hour, and full cure for most epoxy and urethane systems is 7 days at 68°F. The lower the room temperature -the longer the cure time. Avoid chemical spills and full traffic during cure period. Premature exposure may cause permanent staining or discoloration. Do Not use abrasive cleaning methods during the first week after installation.

### **WALL CLEANING PROCESS**

- 1. Application Apply EZ-CLEAN, follow cleaner guidelines for dilution rate, use with hot water while using a deck brush, foamer/sprayer or power washer.
- 2. Scrub walls with deck brush
- 3. Rinse walls with clean water

For further technical assistance regarding this guide, please call Dur-A-Flex, Inc. Technical Services: (800) 253-3539 or e-mail Contact\_Us@Dur-A-Flex.com





# Dur-A-Flex, Inc. TERMS AND CONDITIONS OF SALE

- 1. <u>Contract Terms</u>. These Terms and Conditions of Sale ("Terms") constitute the agreement between the parties, to the extent not prohibited by applicable law. Acceptance of Buyer's order and all sales by Dur-A-Flex, Inc. ("DAF") are expressly conditioned on these Terms. Buyer's acceptance of products is agreement to these Terms . DAF hereby rejects all terms and conditions of Buyer. Modifications, including any terms and conditions in Buyer's purchase order are not binding on DAF unless DAF agrees to the modifications in writing.
- 2. Payment Terms. Payment terms are net 30 days from the earlier of the date of invoice or date of shipment, unless specified otherwise. Goods exported from the USA may be subject to a down payment, with the balance payable through an Irrevocable Letter of Credit established through and confirmed by a bank acceptable to DAF. DAF shall have the right, in its sole discretion, to require payment before shipment or payment via letter of credit in the event that it determines that Buyer is delinquent in payment or will exceed credit limit. Overdue accounts shall bear simple interest at the rate of 1.5% per month (18% per annum) from the date of the invoice. Buyer shall pay all costs of collection of money due DAF, including attorney fees.
- 3. <u>Delivery Terms</u>. Delivery terms are F. O. B. DAF's plant, unless specified otherwise. As a convenience, DAF may prepay freight charges, and such charges may be added to the Buyer's invoice as a separate line item or reflected in the agreed price of the product. DAF may make partial shipments of Buyer orders, which shipments may be separately invoiced and shall be paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular portion of an order shall not relieve the Buyer of its obligation to accept the balance of the order. Regardless of the party paying freight charges, all risk of loss or damage in transit will be borne by the Buyer unless specified otherwise. Shipments shall be subject to overrun of 20% without penalty. Shipments of total quantities ordered must be taken within 10 business days of the order date, except that total quantities back-ordered are to be fully released and accepted within 6 months of the date of the order, unless otherwise agreed in writing. If not released as stated above, DAF reserves the right to charge all applicable and ancillary fees and/or carrying costs. Buyer agrees that an order shall in no event be subject to cancellation except by prior written consent of DAF, and then only when DAF is fully reimbursed for work performed, materials used and material which has been ordered specifically for Buyer's order and cannot be returned.
- 4. <u>Delivery Dates</u>. Delivery dates are estimated at the date that DAF accepts the Buyer's order. DAF shall endeavor to make deliveries within a reasonable time to the estimated delivery dates, but such dates are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery. DAF shall not be liable to the Buyer for any damages, whether incidental, consequential or otherwise, for failure to fill orders, delays in delivery or any error in the filling of orders. Special or expedited delivery expenses will be charged to Buyer.
- 5. <u>Design Components</u>. It is the Buyer's responsibility to approve colors and decoration at the DAF's premises prior to commencement of a new production run, failing which the Buyer shall have no claim against the DAF for color variation or any other decoration defects whatsoever.
- 6. <u>Taxes</u>. Any tax imposed by Federal, State or other governmental authority on the sale of merchandise and service referred to in this order acknowledgment or invoice shall be paid by the Buyer in addition to the purchase price.
- 7. Standard Warranty and Limitations of Remedies and Liability covering all DAFs' goods. Dur-A-Flex, as a manufacturer of goods, stands behind its products by warranting that, subject to the limitations below, for a period of 1 year from shipment, its products are in conformity with its published specifications, subject to standard tolerances for variations, except that color cannot be warranted as to uniformity of shade or conformity to samples. If Dur-A-Flex determines a product does not meet this warranty, it will replace it, refund the purchase price or give a credit to the purchaser, at its sole option, as Buyer's sole remedy.

Our products are intended for use by customers with skill in the industry. Technical recommendations on use of Dur-A-Flex products can only be based on present experience and knowledge and reliability of data provided regarding a site. However, many factors beyond the control of Dur-A-Flex can affect the products. Thus, customers must satisfy themselves of suitability of the product for site conditions.

Dur-A-Flex is not an installer and therefore does NOT warrant or guarantee:

- 1. The work of any person or company installing its goods;
- 2. Failure of the product due to an installer not following the product Application Instructions;
- 3. Failure of the product due to improper design by the engineer or architect;
- 4. Failure of the product due to misuse, abuse, alteration, improper storage or handling, or not using or cleaning the product in the manner in which it was intended and in accordance with instructions provided by Dur-A-Flex;
- 5. Bond failure of the product caused by deficiencies in the substrate including, but not limited to, the presence of ionic compounds or soluble salts, alkali silicate reaction, alkali aggregate reaction, shale-pop, and other expansive reactions of aggregates and reinforcements;

Dur-A-Flex, Inc. | CONNECTICUT | GEORGIA | ILLINOIS | CALIFORNIA | Toll Free: 800.253.3539 | Tel: 860.528.9838 | www.Dur-A-Flex.com

### Dur-A-Flex, Inc. TERMS AND CONDITIONS OF SALE Cont'd

Dur-A-Flex's sole liability, and Customer's exclusive remedy, for breach of any warranty as expressly limited, at Dur-A-Flex's option, is to replace material at the original FOB point or refund of the purchase price. A written notice of claim for breach of warranty must be delivered to Dur-A-Flex within sixty (60) days of observation and no more than one (1) year after delivery of the product. Dur-A-Flex shall be allowed reasonable opportunity to investigate the claim and inspect the product. In no event may Customer recover damages exceeding the price paid by the Customer for the specific goods as to which the claim is made, whether based on contract, tort, or any other theory.

DUR-A-FLEX MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. DUR-A-FLEX SHALL NOT BE LIABLE FOR, and CUSTOMER WAIVES ALL CLAIMS FOR, PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES OR REMEDIES NOT SPECIFICALLY PROVIDED ABOVE, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. ALL WARRANTIES ARE NULL AND VOID IF CUSTOMER HAS NOT PAID IN FULL IN ACCORDANCE WITH DUR-A-FLEX'S PAYMENT TERMS.

Dur-A-Flex, Inc. will not be liable for, and the Customer shall defend, indemnify and hold harmless (including without limitation costs and attorney's fees) Dur-A-Flex, Inc. from, any loss, damage or injury to persons or property, or claim thereof, resulting from (A) Customer's or any third party's or end user's handling, storage, transportation, resale, application or other use of the goods, or in combination with other substances, or otherwise or (B) selection or recommendation by Dur-A-Flex, Inc. of any applicator or other contractor.

Any controversy or claim arising out of or relating to the within Warranty, terms and conditions shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for the arbitration shall be in Hartford, Connecticut.

- 8. Specifications. Buyer accepts DAF's standard product specifications. Buyer waives all claims relating to products sold by DAF unless notice thereof is received in writing by the DAF within 30 days after delivery of the products which are the subject of the claim(s). In no event shall DAF be liable for any defective good if examination discloses that the good has been taxed beyond its normal capacity or the defective condition of such good was caused by misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use, storage, transportation or handling.
- 9. Safety. USE OF THE GOODS OR MERCHANDISE SUPPLIED BY DAF IN OR WITH SUBSTANCES WHOSE CHEMICAL OR OTHER COMPOSITION OR CHARACTERISTICS ARE INCOMPATIBLE WITH SUCH GOODS OR MERCHANDISE IS A MISUSE BY BUYER OF SUCH GOODS OR MERCHANDISE. ALL RESPONSIBILITY TO TEST AND OTHERWISE ASSURE COMPATIBILITY IS ASSUMED BY THE BUYER, WHETHER OR NOT DAF MAY PERFORM ANY TESTS FOR COMPATIBILITY (WHICH TESTING IS NOT A DUTY OF DAF) AND REGARDLESS OF THE RESULTS OF ANY SUCH TEST, DAF MAKES NO REPRESTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT ANY TESTS BY DAF ARE ADEQUATE OR SUFFICIENT FOR BUYERS PURPOSES, AND BUYER AGREES NOT TO HOLD DAF RESPONSIBLE FOR SUCH ADEQUACY OR SUFFICIENCY. Upon request by Buyer, DAF will provide applicable information (including but not limited to Material Safety Data Sheets) concerning the safety and health aspects of its goods. Buyer agrees to communicate such information to Buyer's employees, agents, contractors and customers, and to require such persons to further communicate such information to all persons that they may reasonably foresee will be exposed to or handle such goods.
- 10. Non-conforming Goods. If Buyer provides DAF with notice within ten (10) days of learning of a possible warranty breach and reasonable opportunity to inspect: DAF may, at its option, either repair or replace said nonconforming goods or repay the price thereof. If DAF requests the return of the nonconforming goods, no obligation for breach of warranty shall arise unless the goods have been returned to DAF within thirty (30) days after such request is made. Buyer's failure to provide timely notice shall constitute a waiver of its claims. The aforesaid obligations of DAF to repair or replace defective or nonconforming goods or repay the purchase price thereof is expressly agreed by the parties to be the limit of DAF's liability and Buyer's sole and exclusive remedy for warranty.
- 11. <u>Damages</u>. IN NO EVENT WILL DAF BE LIABLE FOR LOSS OF USE OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THIS ORDER. DAF's maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable.
- 12. Indemnification. BUYER ASSUMES ALL RISKS AND AGREES TO INDEMNIFY AND HOLD DAF HARMLESS AGAINST ALL CLAIMS AND LIABILITY (INCLUDING LIABILITY BASED ON A CLAIM THAT DAF IS NEGLIGENT OR STRICTLY LIABLE) ARISING AS A RESULT OF USE OR POSSESSION OF THE GOODS SUPPLIED UNDER THE TERMS OF THIS CONTRACT. Any advice furnished by DAF, as to any use of the goods by Buyer, is offered "as is" without warranty of any kind, is gratuitous and shall not affect the limitations on DAF's warranties or Buyer's agreement to indemnify. Buyer acknowledges that this Agreement is for the purchase of goods, not services, and that DAF shall therefore have no liability to Buyer for any harm or loss caused by advice received by Buyer from any of DAF's agents or employees. If a claim is brought against DAF by an agent or employee of Buyer, Buyer agrees to defend, indemnify and hold DAF harmless from and against any and all liability, loss, damages, and expense relating to the claim.

Dur-A-Fiex, Inc. | CONNECTICUT | GEORGIA | ILLINOIS | CALIFORNIA | Toll Free: 800.253,3539 | Tel: 860.528,9838 | www.Dur-A-Fiex.com

# Dur-A-Flex, Inc. TERMS AND CONDITIONS OF SALE Cont'd

- 13. <u>Setoff.</u> DAF shall have the right to set-off all amounts due to it against payments owed by it whether arising out of this or any other contract between DAF and Buyer, its subsidiaries, or affiliates.
- 14. Force Majeure. Neither party shall be liable to the other party or any other person for any failure or delay in the performance of any obligation hereunder, except for payment obligations, due directly or indirectly to events beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, terrorism, wars, riots and public disorders, epidemics, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdowns, stoppages or delays, shortages, embargoes or failure or delay of energy, materials, decoration, art work, printing plates, supplies or equipment, transportation embargoes or delays, Acts of God, breakdowns in machinery or equipment, acts or regulations or priorities of federal, state, provincial, or local governments or branches or agencies thereof, and government contracts or shipments to fulfill government contracts.
- 15. Entire Agreement, Governing Law. There are no terms or conditions with respect to this contract, which are not specified herein. These terms and conditions constitute the complete and exclusive agreement between the parties concerning the subject matter thereof and supersede all prior representations, statements and promises made by DAF which are not expressly stated herein. Irrespective of the place of execution or performance the purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut and all actions arising out of this contract shall be brought in the State of Connecticut.
- 16. Price Changes. Notwithstanding the price on the order, DAF reserves the right to modify the price in accordance with any change in labor, applicable law, exchange rate for exports, fuel surcharges where DAF pays for shipping or raw material costs, which have been instituted at or before the date of shipment. Where packaging other than standard packaging is necessary, the expense will be charged to the Buyer. DAF reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. If Buyer defaults, it agrees to make the goods available so that DAF may peaceably repossess. A copy of the invoice may be filed with the appropriate office at any time as a financing statement. At DAF's request, Buyer will execute any instrument DAF requires to perfect its security interest.
- 17. Returns. Product returns will not be accepted for replacement or credit without prior written authorization from DAF and a returned material authorization (RMA) number, in accordance with DAF's current return policy. A return authorization number must be requested from DAF through the Regional Sales Manager. Merchandise returned is not to exceed the quantity authorized. A minimum 20% restocking fee will be applied. All returns must have freight prepaid. No cash on delivery for freight will be accepted. Credit will be issued only after merchandise is inspected by DAF. Damaged, opened or partially used products will not receive credit. Materials returned beyond 90 days of original ship date will not receive credit. Custom colors, pigmented MMA and Poly-Crete Aggregates are not eligible for return. Credit will not be issued for returns without an RMA number displayed on the pallet and bill of lading.
- 18. <u>Credit</u>. All orders are subject to approval of the credit department. DAF shall have the right, at DAF's sole discretion, to modify, change or withdraw credit terms at any time without notice and to request guarantees, security or payment in advance for any order or from any Buyer.
- 19. Nondisclosure. All non-public information provided by DAF to Buyer ("Information") shall be DAF's exclusive property. Information shall be used by Buyer only for installation of DAF products, kept confidential, and returned promptly at DAF's request. Buyer shall not disclose Information to third parties without DAF's consent. These obligations shall survive the cancellation/termination/completion of the sale.
- 20. <u>Intellectual Property.</u> DAF retains its intellectual property rights, title and interest in and to trademarks, trade names, logos, copyrights, patent rights, trade secrets and other proprietary rights ("IP"). Purchaser obtains no license under Seller's IP (other than as necessary to apply the Products) or any rights to use, or make any representations regarding, any of Seller's IP. Purchaser has no rights to sublicense or otherwise transfer any of Seller's IP rights to third parties. Purchaser shall not disparage any of Seller's IP rights.
- 21. **GENERAL** (a) <u>Assignment and Delegations</u>: Buyer will not assign any rights or delegate any duties under the Agreement without the written consent of DAF. (b) <u>Statute Of Limitations</u>: any action of any kind under this contract must be brought within one (1) year of the date of delivery. (c) <u>Modification and Termination</u>: This contract shall not be modified or terminated unless expressly agreed by both parties in writing. No waiver or any default hereunder shall be deemed a waiver of the obligation of future compliance, and any provision waived shall remain in full force and effect. In addition to its other remedies, DAF may cancel any unfulfilled part of the contract without any liability and without notice if Buyer fails to pay amounts due or Buyer shall become bankrupt, insolvent, makes an assignment for the benefit of creditors or a receiver is appointed for Buyer, or Buyer is acquired or sold in whole or in part. (d) <u>Sole Agreement</u>: Unless otherwise agreed in writing, this constitutes the entire agreement between DAF and Buyer, and supersedes any previous agreement, representation or warranty, whether express or implied, regarding the goods. Buyer acknowledges that no representations, understandings, conditions, or agreements have been made or relied upon other than those specifically stated in this Agreement.

080417