



Waterproofing is a must.





proof-tec GmbH is specialized in the production and distribution of waterproofing systems.

True to the motto:

"Anyone who can do everything can do something of everything" We are a specialist for waterproofing systems.

#### **Experience**

Our business owners have more than 4 decades experience in waterproofing of buildings and are very happy to support our customers and partners in technical and practical matters. We also introduce and support our customers into the respective fields of application.

#### Distribution

Our customers are specialists in waterproofing of buildings. As the sealing of buildings requires a very high level of competence, we see ourselves as a partner for the user/applicator of waterproofing systems. A sale to private house owners does not take place. Because our waterproofing systems require a high professional application, we also offer regular application trainings.

#### Quality

Quality is the benchmark on which we are measured and stands accordingly for us in the foreground. Here we set standards and our actions motto is:

"Quality instead of quantity"

A building should be sealed once, but permanently. The quality of our products and characteristics, are continuously developed in independent various material testing institutes.

#### **Environment**

A resource-friendly production and environmentally friendly products are for us a must. The environment is one of the highest goods of our planet and should be protected. The subsequent user or applicator at the construction site is also be in our viewpoint.

#### **Production**

The production of our waterproofing systems takes place in Germany. In our main office in Friedeburg/Ostfriesland or other production sites. Own recipes and productions ensure a consistent quality and thus the future of the company.

#### **Product development**

Through our own research and development department, we constantly focussed on development of new products and improvement of existing ones. The continuous close contact with the user of our product systems, assures us a flow of information to implement our efforts. New innovative product systems are continuously being developed.

#### **Private Label**

Upon request, we can also manufacture our waterproofing products as "private label" products for our customers. Due to our high flexibility, we are not depended on large purchase quantities and already manufacture small series for our customers.



# **Application areas**

Crack Injection	差
Building Solidification	
Soil Stabilization	
Joint Sealing	
Waterproofing Outside (Positive side)	
Waterproofing Inside (Negative side)	mm
Horizontal Barrier	$\hat{\Box}$
Surface Hydrophobation	
Detail Waterproofing	DC
Special Waterproofing	



Cracks occur through movements in the structure. This movements can occur because of different reasons and can lead to damages in the building. The stability of the building, water leakages or corrosion are the consequences.

#### Crack injection in case of running water

PT SPUR Injection Foam 100 PT PUR Combi Injection Resin DUO 600

### Crack injection (elastic/flexible)

PT PUR Injection Resin 200
PT PUR Injection Resin 250
PT PUR Combi Injection Resin DUO 600

#### **Crack injection (structural/hard)**

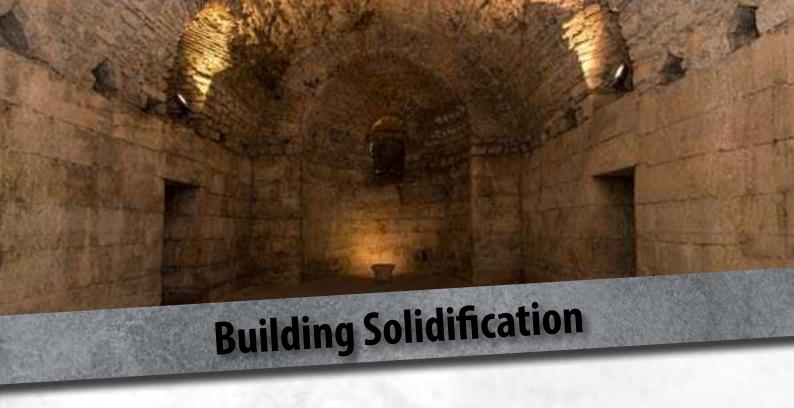
PT PUR Injection Resin 300 PT PUR Injection Resin 400











Especially for restoration of old building a solidification of the building structure is very important. Due to an injection with special developed products into the structure a structural solidification as well as a sealing can be achieved. Also a stabilization of loose rocks in tunnelling construction can be made.

#### **Static solidification**

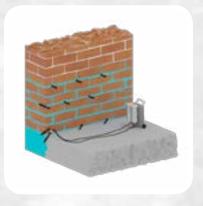
PT PUR Injection Resin 300 PT PUR Injection Resin 400

#### **Subsurface solidification**

PT SPUR Injection Foam 100
PT PUR Injection Resin 200
PT PUR Injection Resin 300
PT PUR Injection Resin 400
PT PUR Combi Injection Resin DUO 600
PT PUR Injection Gel
PT AC Injection Gel

#### Solidification in case of running water

PT SPUR Injection Foam 100 PT PUR Combi Injection Resin DUO 600 PT PUR Injection Gel PT AC Injection Gel











A stabilization of ground structure is required in different areas, wherever a stable soil is required. Depend on the situation on site an injection with low or high pressure is necessary.

#### **Soil stabilization**

PT SPUR Injection Foam 100 PT PUR Injection Resin 400 PT PUR Injection Gel PT AC Injection Gel









Everywhere at a building joints occur. This joints require a watertight sealing. The joints are exposed to different loads and the waterproofing systems lead to close this joint against water infiltration.

#### **Expansion joint injection**

PT PUR Injection Gel PT AC Injection Gel PT AC Injection Gel Thix

# Construction joint waterproofing (liquid /pasty)

PT PMB Professional 1C
PT PMB Professional 2C
PT Multi Hybrid Coating 2C
PT Elastic Slurry 2C
PT Hydro Active Coating 1C
PT Hydro Active Coating 1C extra

#### **Construction joint injection**

PT PUR Injection Resin 200 PT PUR Combi Injection Resin DUO 600











Everywhere at a building joints occur. This joints require a watertight sealing. The joints are exposed to different loads and the waterproofing systems lead to close this joint against water infiltration.

#### **Contruction joint** (joint sealing elements)

PT Proofflex SK PT Proofflex Premium Active

#### **Construction joint** (injektion hose system)

PT Inject Flex Hose PT PUR Injection Resin 200 PT PUR Combi Injection Resin DUO 600

#### **Construction joint** (swelling tapes)

PT Hydro Swelling Rubber

#### **Construction-/Expansion joint sealing** (joint tape system)

PT Proofflex 1 PT Proofflex 2 PT Adhesive 431 CF











Positive side waterproofing means sealing on the water-facing side. That means outside sealing, for example basements, underground garages or tunnels. Depending on the building situation and requirements, various product systems are available.

# Waterproofing (fully bonded membrane system)

PT Membrane 1050 PT Membrane Crystal 1200

# Waterproofing (liquid/pasty)

PT PMB Professional 1C
PT PMB Professional 2C
PT Multi Hybrid Coating 2C
PT Multi Hybrid Coating 2C extra
PT Elastic Slurry 2C
PT Reactive Slurry Crystalline
PT Hydro Active Coating 1C
PT Hydro Active Coating 1C extra

# Waterproofing (self-adhesive membrane system)

PT POA Membrane 1050

# Curtain wall injection (subsequent waterproofing)

PT PUR Injection Gel PT AC Injection Gel











Negative sealing means sealing on the side facing away from the water, that means interior sealing. This is necessary in many situations and offers a permanent sealing possibility, in particular in building restoration or in the tank construction, for example drinking water tanks. In this areas integral waterproofing systems are the best solution.

## Waterproofing (slurries)

PT Multi Hybrid Coating 2C PT Reactive Slurry Crystalline PT Reactive Slurry Sulphate

# Waterproofing (plaster system)

PT Surface Sealing Mortar

# Waterproofing (intergral sealing)

PT Reactive Slurry Crystalline

# Waterproofing (capillary moisture)

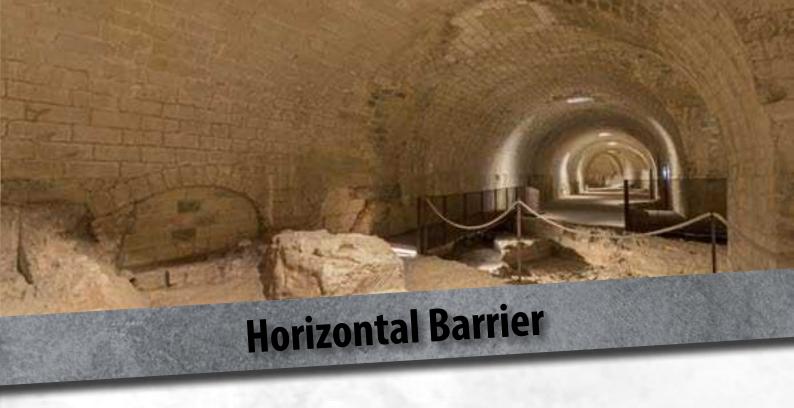
PT Restoration Plaster HQ PT Restoration Plaster W











Capillary rising dampness is one of the most common types of moisture in a building. This is avoiding by a preventive sealing in the new building, for example by using sealing slurries. In the restoration sector, injections are made in the structure, which prevents a capillary rising dampness of the masonry.

# Horizontal barrier (restoration)

PT Inject Cream HQ PT Inject Cream 2C

#### Horizontal injection of construction joints

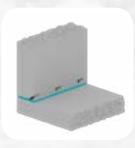
PT PUR Injection Resin 200 PT PUR Combi Injection DUO 600

# Horizontal barrier (new construction)

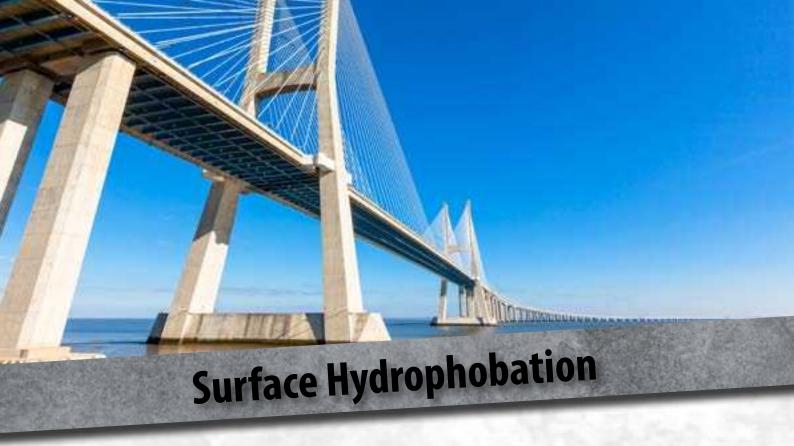
PT Multi Hybrid Coating 2C PT Multi Hybrid Coating 2C extra PT Reactive Slurry Crystalline PT Reactive Slurry Sulphate PT Elastic Slurry 2C











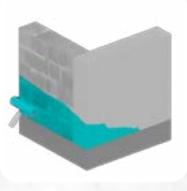
Especially concrete surfaces require sometimes hydrophobic coatings, which leads to a water repellent surface. That means no water in liquid form penetrates into the surface. This results in a so-called "lotus effect", which means that concrete structures such as bridges are permanently protected.

#### **Protective coating**

PT Hybrid Cream 25

PT Hybrid Cream 40

PT Hybrid Cream 85





These are very diverse and are created all over the building. For example, joint sealing, pipe penetrations, pile heads, just to name a few.

#### **Pipe penetrations**

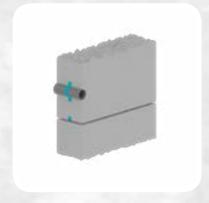
PT Kneading Sealing Compound Special PT SPUR Injection Foam 100 PT PUR Combi Injection Resin DUO 600 PT Swelling Mortar

#### Water leakages through construction joints

PT SPUR Injection Resin 100
PT PUR Injection Resin 200
PT PUR Combi Injection Resin DUO 600

#### **Water leakages**

PT Waterstop Mortar
PT Waterstop Powder
PT SPUR Injection Foam 100
PT PUR Combi Injection Resin DUO 600











Special structures and situations require special solutions. Our technical department will assist all customers in finding and developing a reliable waterproofing system.

#### Crystalline tank system / PT CTS System

PT Membrane Crystal 1200 PT Proofflex Premium Active PT Crystalline Powder Admixture

#### **Integral concrete waterproofing**

PT Crystalline Powder Admixture

#### Pile wall waterproofing

PT SPUR Injection Foam 100

PT Injection Resin 200

PT Injection Resin 300

PT Injection Resin 400

PT PUR Combi Injection Resin DUO 600

PT PUR Injection Gel

PT AC Injection Gel









# **Product Groups**

1. Injection resins / Injection gels	Page 1 - 5
2. Injection hoses	Page 6
3. Swelling joint tapes / Swelling rubbers	Page 7
4. Joint sealing elements / Joint tapes	Page 8
5. Sealing slurries / Reactive slurries	Page 9 - 10
6. Sealing mortars	Page 11
7. Concrete repair mortars	Page 12
8. Injection creams / Injection liquids	Page 13
9. Mortar admixtures / Concrete admixtures	Page 14
10. Primers / Special adhesives	Page 15 - 16
11. Polymer bitumen coatings	Page 17 - 18
12. Restoration plasters	Page 19
13. Liquid membranes	Page 20 - 21
14. Fully bonded membranes / Sealing membranes	Page 22 - 24
15. Facade hydrophobic coatings	Page 25
16. Tools / Cleaners	Page 26 - 28

# 1. Injection resins / Injection gels

### **PT SPUR Injection Foam 100**

PT SPUR Injection Foam 100 is a two component (resin + catalyst), phthalate-free, water stopping and fast foaming resin, which is used as a water stopper against flowing water. The component B serves as a catalyst and it adjust the reaction time. Lower dosage leads to a prolongation of the reaction time. In contact with water, PT SPUR Injection Foam 100 reacts very fast to a foam with closed cellular pores and shape-retaining hard flexible PU-foam.

Article No.	Packaging	Article No.	Packaging	
011000011	1 kg	011000012	0.1 kg	
A-Component	metal can	B-Component	metal can	
011000051	5 kg	011000052	0.5 kg	
A-Component	metal canister	B-Component	metal can	
011000111	10 kg	011000112	1 kg	
A-Component	metal canister	B-Component	metal can	
011002201	200 kg	011002202	20 kg	
A-Component	steel drum	B-Component	metal canister	

# **PT PUR Injection Resin 200**

PT PUR Injection Resin 200 is a two component (component A+B), phthalate-free, very low viscous and elastic polyurethane injection resin. Due to the very low viscosity, it leads to a very deep penetration into hairline cracks and fine structures. The resin has a limited volume expansion in contact with water / humidity.

Article No.	Packaging	Article No.	Packaging
012000011	0.5 kg	01200012	0.5 kg
A-Component	metal can	B-Component	metal can
012000051	2.5 kg	01200052	2.5 kg
A-Component	metal canister	B-Component	metal canister
012000111	5 kg	012000102	5 kg
A-Component	metal canister	B-Component	metal canister
012002201	200 kg	012004002	200 kg
A-Component	steel drum	B-Component	steel drum

### **PT PUR Injection Resin 250**

PT PUR Injection Resin 250 is a two component (component A+B), phthalate-free, low viscous and elastic polyurethane injection resin. Due to the low viscosity, it leads to a very deep penetration into hairline cracks and fine structures. The resin has a limited volume expansion in contact with water / humidity.

Article No.	Packaging	Article No.	Packaging	
012500071	5 kg	01250072	2.5 kg	
A-Component	metal canister	B-Component	metal canister	
012500151	10 kg	012500152	5 kg	
A-Component	metal canister	B-Component	metal canister	

# **PT PUR Injection Resin 300**

PT PUR Injection Resin 300 is a two component (component A+B), phthalate-free, very low viscous and hard (structural) polyurethane injection resin. Due to the very low viscosity, it leads to a very deep penetration into hairline cracks and fine structures. The resin has a limited volume expansion in contact with water / humidity.

Article No.	Packaging	Article No.	Packaging
013000011	0.5 kg	01300012	0.5 kg
A-Component	metal can	B-Component	metal can
013000051	2.5 kg	01300052	2.5 kg
A-Component	metal canister	B-Component	metal canister
013000101	5 kg	013000102	5 kg
A-Component	metal canister	B-Component	metal canister
013004001	200 kg	013004002	200 kg
A-Component	steel drum	B-Component	steel drum

### **PT PUR Injection Resin 400**

PT PUR Injection Resin 400 is a two component (component A+B), phthalate-free, low viscous and hard (structural) polyurethane injection resin. Due to the low viscosity, it has a very deep penetration into fine structures of the building and leads to a solidification of the injected area (masonry or concrete). The resin has a limited volume expansion in contact with water / humidity.

Article No.	Packaging	Article No.	Packaging
014000251	12.5 kg	014000252	12.5 kg
A-Component	metal hobbock	B-Component	metal hobbock
014004001	200 kg	014004002	200 kg
A-Component	steel drum	B-Component	steel drum

# PT PUR Combi Injection Resin DUO 600

PT PUR Combi Injection Resin-DUO 600 is a two component (component A+B), hydrophobic, phthalate-free, low viscous and elastic DUO injection resin. It consists on a 2-phase-reaction property. In contact with water, it reacts to a closed cell elastic foam within seconds. If there is no water, PT PUR Combi Injection Resin DUO 600 reacts to a solid resin body. This new developed injection resin combines two injection resin systems in one product (foam and solid resin).

Article No.	Packaging	Article No.	Packaging
016000011	0.5 kg	016000012	0.5 kg
A-Component	metal can	B-Component	metal can
016000051	2.5 kg	01600052	2.5 kg
A-Component	metal canister	B-Component	metal canister
016000101	5 kg	016000102	5 kg
A-Component	metal canister	B-Component	metal canister
016004001	200 kg	016004002	200 kg
A-Component	steel drum	B-Component	steel drum

### **PT PUR Injection Gel**

PT PUR Injection Gel is a high concentrated, hydrophilic, water miscible PUR injection gel. By adding of water (mixing with drinking water), it reacts to a highly elastic gel. Depending of adding water quantity, it reacts to a highly flexible gel or flexible foam. After the material is completely cured, it is watertight against pressurized water. PT PUR Injection Gel does not contain any free isocyanates. It is solvent-free and is not corrosive.

Article No.	Packaging	Article No.	Packaging
01500010	10 kg metal canister	01500210	210 kg steel drum

### **PT AC Injection Gel**

PT AC Injection Gel consists of three components, PT AC-Injection-Gel Base (comp. A1), PT AC Injection Gel Accelerator (comp. A2) and PT AC Injection Gel Granulate (comp. B1). PT AC Injection Gel has a similar consistency as water and, like water, it penetrates into all cavities. PT AC Injection Gel hardens into a gelatinous waterproofing membrane. The cured PT AC Injection Gel is non-toxic and environmentally friendly.

Article No.	Packaging	Article No.	Packaging
01700028 A1-Component Base	28 kg plastic canister	01700001 A2-Component Accelerator	1.25 kg plastic can
01700002 B1 –Component Granulat	1 kg plastic can		

### **PT AC Injection Gel Thix**

PT AC Injection Gel Thix is especially developed for injection in water change zones (dry/wet) and has reduced shrinkage properties if it comes in contact with air. It has a higher chemical resistance and is more thixotropic. PT AC Injection Gel-Thix consists of four components, PT AC Injection Gel Base (comp. A1), PT AC Injection Gel Accelerator (comp. A2), PT AC Injection Gel Granulate (comp. B1) and PT AC Injection Gel Thix Admixture (comp. B3). PT AC Injection Gel Thix has a similar consistency as water and, like water, it penetrates into all cavities.

Article No.	Packaging	Article No.	Packaging
01700028 A1-Component Base	28 kg plastic canister	01700001 A2-Component Accelerator	1.25 kg plastic can
013000051 B1-Component Granulat	1 kg plastic can	01800025 B3-Component Thix Admixture	25 kg plastic canister

# 2. Injection hoses

### **PT Inject Flex Hose**

PT Inject Flex Hose is a special injection hose with conical micro slots for injection with PT Injection Resins and PT Injection Gels. Due to the alignment of the slots, no cement paste gets into the injection hose. The outer diameter is approx. 12 mm and the inner diameter is approx. 5 mm.

Article No. Packaging Article
02100050 50 m roll

# 3. Swelling joint tapes / Swelling rubbers

### **PT Bentonite Swelling Tape**

PT Bentonite Swelling Tape consists of bentonite, special rubber, filler material and special additives. The tape is extruded as a rectangle profile. In contact with water, the reaction of the tape is activated and starts swelling. Due to the swelling pressure in the construction joint, it leads to a penetration into cracks, joints, cavities and seals the area. The swelling starts in contact with alkaline water.

Article No.	Packaging	Article
03120255	Dimension: 20 x 25 mm 5 m roll (carton: 30 m)	30
	Other dimensions on demand	

# **PT Hydro Swelling Rubber**

PT Hydro Swelling Rubber is a watertight joint profile with a swelling volume of more than 600% in contact with water. The PT Hydro Swelling Rubber profile is manufactured by extrusion of rubber. The rubber consists out of butyl rubber, water swelling resins and special additives.

Article No.	Packaging	Article
03305205	Dimension: 20 x 5 mm 10 m roll (carton: 50 m) Other dimensions on demand	-

# 4. Joint sealings / Joint tapes

### **PT Proofflex SK**

PT Proofflex SK is a joint sealing element made of galvanized metal. The total thickness is approx. 0.9 mm. PT Proofflex SK is coated with a special elastic coating on both sides. The special coating consists of a pressure-sensitive adhesive to create a permanently flexible adhesion to fresh concrete.

Article No. Packaging Article

04700150 Height: 150 mm, Length: 2 m

04700150 Height: 150 mm, Length: 2 m 04700167 Height: 167 mm, Length: 2 m Wooden box: 50 x 2 m



## **PT Proofflex Premium Active**

PT Proofflex Premium active is a joint sealing element made of galvanized metal. The total thickness is approx.

1.1 mm. PT Proofflex Premium active has a very special elastic coating on both sides. The special coating consists of a pressure-sensitive adhesive which is coated with a special granulate to create a permanently flexible active adhesion to fresh concrete. The surface-enhancing coating results in a drastic increase in the path of the water and the effect of sintering the fresh concrete into the adhesive composite layer is achieved, too. Compared to other product systems a foil for protection of the coating is not required and has not to be removed before application.

Article No.

Packaging

Article

04600150

04600167

Height: 150 mm, Length: 2 m
Height: 167 mm, Length: 2 m
Wooden box: 50 x 2 m

#### **PT Joint Tape**

PT Joint Tape is a homogeneous high performance joint sealing tape based on special raw materials, which leads to a perfect bonding to epoxy based and other adhesives. The high performance tape can be welded with hot air. PT Joint Tape is UV-resistant.

Article No. Packaging Article

04100200 Thickness: 1 mm, Width: 200 mm

04200200 Thickness: 2 mm, Width: 200 mm 20 m roll

20 III IUII

Other dimensions on demand

# 5. Sealing slurries / Reactiv slurries

### **PT Reactive Slurry Sulphate**

PT Reactive Slurry Sulphate is a cement reactive (special cement), powdered, sulphate resistant, rigid and mineral sealing slurry with deep penetration additives. PT Reactive Slurry Sulphate penetrates deep into the substrate and claws onto substrate to achieve a very good bonding to the surface.

Article No.	Packaging	Article
05100025	25 kg plastic bucket	

### **PT Reactive Slurry Crystalline**

PT Reactive Slurry Crystalline is a reactive, powdered, active crystalline, rigid cement based sealing slurry with special deep crystallisation properties. Based on cement and special additives. PT Reactive Slurry Crystalline penetrates deep into the substrate and claws by active crystallisation into the pores of the substrate to achieve a very good bonding to the surface. PT Reactive Slurry Crystalline retains the crystalizing reaction over the whole working time. Immediately after application, the crystallisation starts and is permanently working.

Article No.	Packaging	Article
05200025	25 kg plastic bucket	
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### **PT Elastic Slurry 2C**

PT Elastic Slurry 2C is a two component, hydro active, highly elastic, cement and rubber based sealing slurry with very high rubber content. PT Elastic Slurry 2C consists of a cement based powder component (component A) and low viscous rubber dispersion (component B). Due to the formulation, the slurry is curing without cracks.

Article No.	Packaging	Article
05300021	21 kg combi package (15 kg bag + 6 kg plastic bucket)	

### **PT Multi Hybrid Coating 2C**

PT Multi Hybrid Coating 2C is a two component, blue-grey, hydro active, highly elastic, mineral and rubber based special coating (FBD) with very high rubber content. PT Multi Hybrid Coating 2C consists of a powder component (component A) and low viscous rubber dispersion (component B). Due to the formulation, PT Multi Hybrid Coating 2C is curing without cracks. Additionally PT Multi Hybrid Coating 2C is bitumen and solvent free universal usable as a reactive waterproofing system. The coating combines the positive properties of a flexible sealing slurry and bitumen thick coating in one product.

Article No.	Packaging	Article
05400025	25 kg combi package	
	(15 kg bag + 10 kg plastic bucket)	

# PT Multi Hybrid Coating 2C extra

PT Multi Hybrid Coating 2C extra is a two component, grey, hydro active, highly elastic mineral and rubber based special coating (FBD) with very high rubber content. PT Multi Hybrid Coating 2C consists of a powder component (component A) and low viscous rubber dispersion (component B). Due to the formulation, PT Multi Hybrid Coating 2C is curing without cracks. Additionally PT Multi Hybrid Coating 2C is bitumen and solvent free universal usable as a reactive waterproofing system. The coating combines the positive properties of a flexible sealing slurry and bitumen thick coating in one product.

Article No.	Packaging	Article
054100321 A-Component	19.5 kg plastic bag	
054100322 B-Component	13 kg plastic bucket	8

# 6. Sealing mortars

### **PT Waterstop Mortar**

PT Waterstop Mortar is a cement based, very fast setting premixed mortar witch swellable properties. Due to special additives, PT Waterstop Mortar is absolutely watertight against pressurized water. The mortar does not attack reinforcement steel.

Article No. Packaging Article
06100012 12 kg plastic bucket

### **PT Waterstop Powder**

PT Waterstop Powder reacts immediately after water contact and sets within seconds. The product is cement based and catalytic accelerated. Special admixtures effect a high reactive cuing and fast reaction. PT Waterstop Powder is watertight and durable active.

Article No. Packaging Article
06200015 15 kg plastic bucket

### **PT Surface Sealing Mortar**

PT Surface Sealing Mortar is a cement based, shrinkage compensated, waterproofed dry mortar. The watertight mortar increases the water tightness against pressurised water over a longer time. It is an active plaster.

Article No. Packaging Article
06300030 30 kg bag

# 7. Concrete repair mortars

### **PT Swelling Mortar**

PT Swelling Mortar is a shrinkage-free, cement based, fast setting, fibre reinforced and light swellable repair mortar based on special cement, additives and gravel. PT Swelling Mortar bonds perfect to nearly all absorbent mineral surfaces and is water resistant and also frost and salt resistant.

ucket	
l	ucket

#### **PT Thix Mortar**

PT Thix Mortar is a shrinkage-free, cement based, thixotropic, fast setting, fibre reinforced, light swellable repair mortar based on special cement, additives and gravel. PT Thix Mortar bonds perfect to nearly all absorbend mineral surfaces and is water resistant and also frost and salt resistant.

Article No.	Packaging	Article
07300025	25 kg plastic bucket	

# 8. Injection creams / Injection liquids

### **PT Inject Cream HQ**

PT Inject Cream HQ is a ready to use, high concentrated, oil-free, silane based injection cream. The injection in masonry leads after penetration to a hydrophobic barrier and penetrates in very fine capillaries because of the special formulation. PT Inject Cream HQ penetrates by diffusion and absorbency into the capillaries of the masonry. In case of fast penetration is required the PT Injection Cream 2C has to be used.

Article No.	Packaging	Article
08100001	600 ml sausage	
08100001	5 kg plastic bucket	8
08100010	10 kg plastic bucket	8
08100800	800 kg container	J

### PT Inject Cream 2C

PT Inject Cream 2C is a two component, high concentrated, oil-free, silane based injection cream. The injection in masonry leads, after penetration, to a hydrophobic barrier and penetrates in very fine capillaries because of the special formulation. PT Inject Cream 2C penetrates by diffusion and absorbency into the capillaries of the masonry. The B-component leads to a faster penetration and a re-alkalization of the substrate.

Article No.	Packaging	Article
083000101 A-Component	10 kg plastic bucket	
083000102 B-Component	0.1 kg metal can	·8

# 9. Mortar admixtures / Concrete admixtures

#### **PT Reactive Flex**

PT Reactive Flex is a watery flexible rubber dispersion on based on a special latex. The material is compatible with all normal cements. The formulation is developed for using especially in PT Reactive Slurries.

Article No.	Packaging	Article
09101008	10 kg plastic canister	

### **PT Bonding Emulsion Plus**

PT Bonding Emulsion Plus is a universal usable pure latex dispersion with a very high solid content. PT Bonding Emulsion Plus is free of plasticisers and solvent-free. Additionally, it is free of fillers and polyvinyl acetate. In comparison to other mortar admixtures, PT Bonding-Emulsion Plus is a concentrate and must be added to the mixing water.

Article No.	Packaging	Article
09200010	10 kg plastic canister	

# **PT Crystalline Powder Admixture**

PT Crystalline Powder Admixture is a high quality, integral and high concentrated waterproofing admixture for concrete and mortars. By reaction with the cement paste, it forms nano-crystals. In the cement matrix, PT Crystalline Powder Admixture is reducing the capillary and pore size. The formed crystal structure is not soluble. PT Crystalline Powder Admixture forms in combination with concrete an integral waterproofing system for all concrete constructions.

Article No.	Packaging	Article
09300020	20 kg plastic bag	

# 10. Primers / Special adhesives

### **PT Bitumen Primer**

PT Bitumen Primer is a solvent based, unfilled bitumen based primer, bonding agent and waterproofing layer. In comparison to many other solvent based bitumen primers it has a high solid content.

Article No. Packaging Article
10100010 10 | metal bucket

### **PT Bitumen Primer LF**

PT Bitumen Primer LF is a solvent-free, unfilled bitumen based primer, which is used a bonding agent, primer and pre-waterproofing layer. In comparison to many other bitumen primers it has a high solid content.

Article No. Packaging Article

10110010 10 | plastic canister

# PT Kneading Sealing Compound Special

PT Kneading Sealing Compound Special is a shapeless, viscoplastic, kneadable, self-adhesive special sealant for manual processing. The material remains permanently plastic and does not harden. Especially used for pipe penetrations and concrete penetrations.

Article No. Packaging Article

10500002 2 kg carton
(Content: 4 x 0.5 kg block)

### **PT Adhesive 431 CF**

PT Adhesive 431 CF is a two component, nonylphenol-free, special filled mortar adhesive based on epoxy resin. Due to the special formulation, it is very smooth in application especially on vertical areas because of thixotropic formulation. The bonding of PT Adhesive 431 CF to PT Joint Tape is excellent.

Article No.	Packaging	Article
10410015	15 kg combi package (10 kg metal bucket comp. A + 5 kg metal bucket comp. B)	8

### **PT Epoxy Resin**

PT Epoxy Resin is a two component, transparent, unfilled, medium viscous and nonylphenol-free epoxy resin. Due to the special formulation it is universal usable and can be filled with quartz sand in a high ratio.

Article No.	Packaging	Article
10200006	6 kg combi package (4 kg metal bucket comp. A 2 kg metal bucket comp. B)	3

### **PT Deep Primer**

PT Deep Primer is a silicate and polymer based deep primer with high solid content and with new PT IQ Technology. It has a very low viscosity and penetrates very deep into the structure. PT Deep Primer leads to a narrowing of the capillary surface and increases the stability of the surface on base of silicate reaction with alkaline surface.

Article No.	Packaging	Article
10300010	10 kg plastic canister	

# 11. Polymer Bitumen Coatings

## PT PMB Professional 1C F

PT PMB Professional 1C F is a one component, thixotropic, fibre reinforced and polymer modified bitumen thick coating (PMBC) with high rubber content. The product is solvent-free. The water parts in the emulsion disappears and that leads to a solid substance that is watertight, highly flexible and crack bridging after drying. The pasty and stable material enables the application of high thicknesses in one-step by spray and trowel application. PT PMB Professional 1C F cannot be re-emulsified even with longer water contact. In addition, the product is resistant to commonly occurring substances in soils. The waterproofing coating has no joints.

Article No. Packaging Article

11100028 28 kg plastic hobbock

### PT PMB Professional 1C P

PT PMB Professional 1C P is a one component, thixotropic, polystyrene filled and polymer modified bitumen thick coating (PMBC) with high rubber content. The product is solvent-free. The water parts in the emulsion disappears and that leads to a solid substance that is watertight, highly flexible and crack bridging after drying. The pasty and stable material enables the application of high thicknesses in one-step by spray and trowel application. PT PMB Professional 1C P cannot be re-emulsified even with longer water contact. In addition, the product is resistant to commonly occurring substances in soils. The waterproofing coating has no joints.

Article No.	Packaging	Article
11200030	30 l plastic hobbock	

### PT PMB Professional 2C P

PT PMB Professional 2C P is a two component, thixotropic, polystyrene filled and polymer modified bitumen thick coating (PMBC) with high rubber content. The product is solvent-free. The water parts in the emulsion disappears and that leads to a solid substance that is watertight, highly flexible and crack bridging after drying. The pasty and stable material enables the application of high thicknesses in one-step by spray and trowel application. PT PMB Professional 2C P cannot be re-emulsified even with longer water contact. In addition, the product is resistant to commonly occurring substances in soils. The waterproofing coating has no joints.

Article No.	Packaging	Article
11210030	30 l plastic hobbock (17.6 kg component A + 4.4 kg component B)	

### PT PMB Professional 2C F

PT PMB Professional 2C F is a two component, thixotropic, fibre reinforced and polymer modified bitumen thick coating (PMBC) with high rubber content. The material in based on a special bitumen emulsion (component A) and a reactive powder (component B). The product is solvent-free. By adding the reactive powder into the bitumen component it reacts, which leads to a fast rain protection and a faster reaction of the whole system. The water parts in the coating disappears and leads to a solid substance that is watertight, highly flexible and crack bridging after drying. The pasty and stable material enables the application of high thicknesses in one-step by spray and trowel application. PT PMB Professional 2C F cannot be re-emulsified even with longer water contact. In addition, the product is resistant to commonly occurring substances in soils. The waterproofing coating has no joints.

Article No.	Packaging	Article
11300030	30 kg plastic hobbock (22 kg component A + 8 kg component B)	

# 12. Restoration plasters

### **PT Restoration Plaster W**

PT Restoration Plaster W is based on very special additives and white cement with high vapour permeability and large pore volume. Due to the low capillary absorbency (hydrophobic pores), the moisture from the substrate can only penetrate in the restoration plaster in water vapour form. Construction damaging salts will be absorbed in the pores of PT Restoration Plaster W. Therefore, the plaster surface is free of salt efflorescence.

Artikelnummer	Packaging	Artikel
12100030	30 kg bag	360

### **PT Restoration Plaster HQ**

PT Restoration Plaster HQ is a multi-functional, fibre reinforced and on white cement based dry mortar with high vapour permeability and large pore volume. Due to the low capillary absorbency (hydrophobic pores), the moisture from the substrate can only penetrate in the restoration plaster in water vapour form. Construction damaging salts will be absorbed in the pores of PT Restoration Plaster HQ. Therefore, the plaster surface is free of salt efflorescence. The hydrophobic property (proof-tec HQ Technology) starts very fast, which leads to a high product safety. The hydrophobising can be observed during the plaster has not reacted. That means within curing time of plaster no salts can penetrate into the plaster.

Artikelnummer	Packaging	Artikel
12110020	20 kg bag	

# 13. Liquid membranes

# PT Hydro Active Coating 1C H

PT Hydro Active Coating 1C H (H= horizontal) is a one component, dark grey, self-levelling, elastic, high crack bridging, bitumen-free, water-free and solvent-free special coating based on silane modified polymers. The product is moisture reactive and cures without forming of bubbles. This means in areas with high temperature and humidity it leads to a very fast skin building and curing. For this reason, PT Hydro Active Coating 1C H is applicable in almost all weather conditions. Even at high air humidity, the curing is ensured.

Article No.	Packaging	Article
13100014	14 kg plastic bucket (2 x 7 kg aluminium bags)	

# PT Hydro Active Coating 1C V

PT Hydro Active Coating 1C V (V= vertical) is a one component, dark grey, thixotropic, elastic, high crack bridging, bitumen-free, water-free and solvent-free special coating based on silane modified polymers. The product is moisture reactive and cures without forming of bubbles. This means in areas with high temperature and humidity it leads to a very fast skin building and curing. For this reason, PT Hydro Active Coating 1C V is applicable in almost all weather conditions. Even at high air humidity, the curing is ensured.

Article No.	Packaging	Article
13200014	14 kg plastic bucket (2 x 7 kg aluminium bags)	8

# PT Hydro Active Coating 1C H extra

PT Hydro Active Coating 1C H extra (H= horizontal) is a one component, light grey, self-levelling, elastic, high crack bridging, bitumen-free, water-free and solvent-free special coating based on silane modified polymers. The product is moisture reactive and cures without forming of bubbles. This means in areas with high temperature and humidity it leads to a very fast skin building and curing. For this reason, PT Hydro Active Coating 1C H extra is applicable in almost all weather conditions. Even at high air humidity, the curing is ensured.

Article No. Packaging Article

13300014 14 kg plastic bucket (2 x 7 kg aluminium bags)

# PT Hydro Active Coating 1C V extra

PT Hydro Active Coating 1C V extra (V= vertical) is a one component, light grey, thixotropic, elastic, high crack bridging, bitumen-free, water-free and solvent-free special coating based on silane modified polymers. The product is moisture reactive and cures without forming of bubbles. This means in areas with high temperature and humidity it leads to a very fast skin building and curing. For this reason, PT Hydro Active Coating 1C V extra is applicable in almost all weather conditions. Even at high air humidity, the curing is ensured.

Article No.	Packaging	Article
13400014	14 kg plastic bucket (2 x 7 kg aluminium bags)	9

# 14. Fully bonded membranes / Sealing membranes

## PT Membrane 1050

PT Membrane 1050 is an, 3-layer, highly flexible tanking sheet/membrane. The membrane is pre-applied and cold applied. It consists of a synthetic membrane which is coated with a very special alkaline resistant pressure sensitive adhesive and treated with silicium dioxide. Due to the flexible adhesion to concrete, it is a permanently active waterproofing membrane. Very high bonding to concrete because of increase of surface structure with silicium dioxide. The membrane has a self-adhesive strip on one side for side lap overlapping and ensures a perfect bonding between the membranes. The application must be done before the reinforcement steel is fixed and the concrete is poured.

Article No.

Packaging

Article

14000021

Width 1050 mm
20 m roll
Other dimensions on demand

## **PT Membrane Crystal 1200**

PT Membrane Crystal 1200 is a 3-layer, highly flexible tanking sheet/membrane. The membrane is pre-applied and cold applied. It consists of a synthetic membrane which is coated with a pressure sensitive adhesive and treated with crystalline granulate. This special design offers a very high safeness against water penetration. Because of the crystalline properties, it is a permanently active waterproofing membrane. Very high bonding to concrete because of crystalline growing into the substrate (concrete) and has self-healing properties as well. The membrane has a selfadhesive strip on one side for side lap overlapping and ensures a perfect bonding between the membranes. The application must be done before the reinforcement steel is fixed and the concrete is poured.

Article No. Packaging Article

14100024 Width: 1200 mm
20 m roll
Other dimensions on demand

## PT POA Membrane 1050

PT POA Membrane 1050 is a 2-layer, highly flexible tanking sheet/membrane. The membrane is post-applied and cold applied. It consists of a synthetic membrane that is coated with a very special alkaline resistant pressure sensitive adhesive. The adhesive is protected with a silicon foil and must be removed before application. This special design offers a very high safeness against water penetration. Because of the flexible adhesion to concrete, it is a permanently active waterproofing membrane with very high bonding to concrete. The membrane has a self-adhesive strip on one side for side lap overlapping and ensures a perfect bonding between the membranes. The application must be done after the concrete is cured.

Article No.	Packaging	Article
14200021	Width: 1050 mm 20 m roll	

### PT DS Tape 100

PT DS Tape 100 is a double sided self-adhesive tape. The tape consists of a highly flexible polymer film that is coated on both sides with a special PSA adhesive. PT DS Tape has on both sides a silicon protection foil, which has to be removed directly before application on substrate.

Article No.	Packaging	Article
14310100	Width: 100 mm 30 m roll	0

### PT REP Tape 100

PT REP Tape 100 is a one sided self-adhesive tape. The tape consists of a highly flexible polymer film that is coated on both sides with special PSA adhesive. PT REP Tape has additionally on one side a granular coating of silicium dioxide, which leads to extremely high bonding to fresh poured concrete. The other side of tape is protected with a silicon foil, which has to be removed directly before application.

Article No.	Packaging	Article
14320100	Width: 100 mm 20 m roll	0

## PT HDPE Tape 150

PT HDPE Tape 150 is a one sided self-adhesive HDPE tape. The tape consists of a highly flexible HDPE polymer film that is coated on one side with special PSA adhesive. The self-adhesive side of the tape is protected with a silicon foil, which has to be removed directly before application.

Article No.	Packaging	Article
14330150	Width: 150 mm 20 m roll	0

# 15. Facade hydrophobic coatings

## **PT Hybrid Cream 85**

PT Hybrid Cream 85 is a high quality, creamy hydrophobising product based on silane and siloxane with extra high active substance content. The active substance content is approx. 85%. After application on absorbent surfaces, it leads to a durable hydrophobic (water repellent) surface.

Article No. Packaging Article

15100010 10 kg plastic bucket

## **PT Hybrid Cream 40**

PT Hybrid Cream 40 is a high quality, creamy hydrophobising product based on silane and siloxane with extra high active substance content. The active substance content is approx. 40%. After application on absorbent surfaces, it leads to a durable hydrophobic (water repellent) surface.

Article No. Packaging Article

15110010 10 kg plastic bucket

## **PT Hybrid Cream 25**

PT Hybrid Cream 25 is a high quality, creamy hydrophobising product based of silane and siloxane with extra high active substance content. The active substance content is approx. 25%. After application on absorbent surfaces, it leads to a durable hydrophobic (water repellent) surface.

Article No. Packaging Article

15120010 10 kg plastic bucket

# 16. Tools / Cleaners

### **PT Cleaner PUR**

PT Cleaner PUR is a high effective, transparent, special developed VOC- free cleaning agent / solvent. The cleaner has also excellent lubricating properties and can be used in injection hand pumps.

Article No. Packaging Article

16600010 10 kg plastic canister

### **PT PUR Pump Cleaner**

PT PUR Pump Cleaner is a high effective, beige, special developed VOC- free cleaning agent / solvent. The cleaner has also excellent lubricating properties and can be used in electrical injection pumps.

Article No. Packaging Article

16650010 10 kg plastic canister

## **PT Injection Packer**

Steel packer with high-pressure rubber and cone-head fitting for the injection of PT Injection Resins.

Article No. Packaging Article

16110115 10 x 115 mm (100 pieces per carton)

16113115 -13 x 115 mm
(100 pieces per carton)
Other dimensions on demand

## **PT Injection Lance**

16418500

Plastic injection lance ready assembled for injection of PT Injection Gels, especially for curtain wall and surface injection.

injection.

Article No. Packaging Article

18 x 500 mm (100 pieces per carton) Other dimensions on demand

## **PT One Day Site Packer**

Steel packer with high-pressure rubber, cone-head fitting and non-return valve for the injection of PT Injection Resins. The non-return valve prevents the return of the injection material. Immediate disassembly of the packer is therefore possible.

Article No.	Packaging	Article
16310115	10 x 115 mm (100 pieces per carton)	
16313115	13 x 115 mm (100 pieces per carton) Other dimensions on demand	

# **PT Alu Injection Packer**

Aluminium packer with high-pressure rubber and cone-head fitting for the injection of PT Injection Resins.

Article No.	Packaging	Article
16213075	13 x 75 mm (100 pieces per carton)	_
16213115	13 x 115 mm (100 pieces per carton) Other dimensions on demand	_

# **PT Hydro Active Coating Fleece**

PT Hydro Active Coating Fleece is a reinforcement fleece on base of a special polyester fleece. For use in PT Hydro Active Coating 1C.

Article No.	Packaging	Article
16700150	Width: 150 mm 50 m roll	
16700265	Width: 265 mm 50 m roll	
16701050	Width: 1050 mm 50 m roll Other dimensions on demand	

# PT Proofflex Face Clip 100/95

Face Clip for fixing the overlap of PT Joint Sealing Elements.

Article No.

**Packaging** 

**Article** 

16910001

50 pieces / bag

# **PT Proofflex Fitting Clamp Extra**

Fitting Clamp for fixing PT Joint Sealing Elements to the reinforcement.

Article No.

**Packaging** 

**Article** 

16920001

100 pieces



### **PT Fixing Clip**

For fixing of PT Inject Flex Hose to the subsoil.

Article No.

**Packaging** 

**Article** 

16930001

100 pieces / bag



## **PT Inject Flex Connector**

Connector for injection hose.

Article No.

**Packaging** 

Article

16940001

100 pieces / bag



For fixing to the formwork.

Article No.

**Packaging** 

**Article** 

16900001 red 16900002 white 100 pieces / bag



## General Terms and Conditions of Business and Sale of proof-tec GmbH, Wiesedermeerer Hauptstraße 24, D-26446 Friedeburg, GERMANY

### **General Terms and Conditions of Business and Sale**

#### 1.General Conditions

These General Terms and Conditions of Business and Sale (the "Terms and Conditions") apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Buyer and apply exclusively to merchants and businesses as defined by Article 14 of the German Civil Code. The Terms and Conditions remain effective for any and all future transactions between the Parties irrespective of any repeated reference thereto. They remain also effective and authoritative for all future contracts without explicit reference thereto irrespective of any unconditional acceptance of the Buyer's order. The Seller will in no way be bound by or accept any deviating standard or printed terms furnished by the Buyer in any of the Buyer's documents, correspondence or order forms. The Terms and Conditions have been duly made available to the Buyer by way of Seller's forms, electronic mails and Internet publications. The purview of the present Terms and Conditions applies to those supplier countries in which German law is applicable. The Parties hereby agree on the applicability thereof.

#### 2. Offers, Contract, Services

- Offers submitted to the Buyer are without commitment on the part of the Seller. Orders submitted by the Buyer
  are binding. The acceptance of the Buyer's order acknowledged by way of order confirmation within four weeks or
  the unconditional delivery of the ordered Goods or Services.
- All technical data and descriptions contained in the respective product information, like technical data sheet and safety dats sheets or advertising material are intended merely to present a general idea of the goods but are no guarantee for composition or shelf-life and will not form part of the Contract.
- 3. The specimens pertaining to orders from samples merely represent the appropriate conformity of the goods but are no guarantee for composition or shelf-life and will not form part of the Contract.

#### 3. Prices, Payment Terms, Arrears

- 1. The prices stipulated in the respective Sales Contract, in particular in the order form or order confirmation, are effective for the term thereof. If a price has not been explicitly stipulated, the Seller's pricelist effective on the day of the conclusion of the Contract prevails. The weights and volumes, packing drum and two-component goods determined by the Seller are weighed net, other Goods weighing more than ten (10) kg gross = net authoritative if the Buyer fails to submit immediately upon receipt of the Goods. All prices and charges are exclusive of Value Added Tax which will be added in accordance with the prevailing legislation on the day of dispatch as well as the costs for appropriate packaging, transport costs Ex Works or Ex Warehouse, freight charges/cartage and, instruct as applicable, transport insurance premiums. For orders to foreign destinations (i.e. beyond the frontiers of the Federal Republic of Germany) all bank and custom charges as well as any necessary documents will be charged forward.
- 2. The Seller retains the right to pass on any price increase to the Buyer should any unforeseeable exceptional price increases be imported by the supplier to the Seller or caused by exchange rate fluctuations.
- 3. Unless otherwise agreed in writing, all invoices are due within 30 days net (deductions not permitted) or within ten 10 days less two percent cash discount. Payments may be made in cash or by banker's transfer to the Seller's bank account. In accordance with Article 286 II, No. 2 of the German Civil Code the Buyer is immediately in arrears if he fails to observe the aforesaid thirty-day term.
- 4. The Buyer may only set-off counter claims or exercise a right of retention if such claims or rights are undisputed or have been acknowledged by the Seller within two weeks upon receipt of notice. The Buyer may only exercise a right of retention if the counter-claim is based on the same contractual relationship.
- 5. Should the Buyer fail to settle an invoice by its due date, fail to observe a payment period or should the Buyer's financial circumstances worsen or after the conclusion of the Contract the Seller receive unfavourable information about the Buyer that questions the latter's solvency or creditworthiness, the Seller is entitled to deem due any and all outstanding receivables and in derogation of any effective agreements demand Cash with Order (CWO) or the provision of security or demand immediate payment and settlement of all claims based on the same contractual relationship with delivery. Without prejudice to other circumstances the Seller may excise the aforesaid right if the Buyer suspends payments, a Buyer's check is not honoured, the Buyer fails or refuses to honour an issued bill of exchange, insolvency proceedings against the Buyer are filed or opened or insolvency proceedings cannot be opened due to the insufficiency of assets.

### 4. Delivery Time, Performance Time, Delay

- 1. The delivery dates agreed merely represent approximations unless otherwise explicitly agreed in a firm bargain. Should for reasons the Seller is responsible delivery exceed the stipulated date, the Buyer is entitled to withdraw from the Contract after giving the Seller a reasonable period of respite. Any withdrawal must be made in writing.
- 2. The Seller is only in default if he fails to deliver the Buyer's goods within the period of respite. The Seller cannot be made liable for delays in deliveries or services for which the Seller is not responsible, e. g. interruption of operations due to fire, flood or similar circumstance, breakdowns in production plants and machines, delays or backlogs in deliveries involving the Seller's suppliers as well as interruptions of business due to a lack in raw materials, energy or personnel, strike, walkouts, shortages in transport, traffic disruption, official orders. The occurrence of such circumstances entitles the Seller to postpone the fulfilment of his contractual obligations for the term of the impediment plus a reasonable preparation period. Should the impediment persist for a period longer than one month, both the Buyer and the Seller are entitled to withdraw from the Contract without legal recourse or compensation and in accordance with the conditions stipulated in 8. 1 through 6 herein with regard to the quantities affected by the impediment. Any withdrawal must be made in writing.
- 3. In the event of a delay in delivery the Seller's liability for compensation is limited to and by the conditions stipulated in 8. 1 through 6.
- If reasonable for the Buyer, the Seller is entitled to partial delivery and partial performance within the delivery or performance time.
- 5. The observance of the Seller's delivery and performance obligations requires the punctual and due fulfilment of the Buyer's contractual obligations. The Seller retains the right to object to an unfulfilled Contract.

### 5. Transfer of Risk, Transport and Packaging Costs

- 1. Unless otherwise explicitly agreed in writing delivery is understood Ex Works or Warehouse and must be collected from there by the Buyer at his own cost and risk. Under such circumstances the risk of accidental destruction and deterioration of the subject matter of the Contract passes on to the Buyer with the latter's receipt of the Seller's advice of readiness for shipment. Otherwise the risk of accidental destruction and deterioration of the subject matter of the Contract passes on to the Buyer no later than at the moment the consignment has been entrusted upon the haulier (also applicable to carriage paid delivery or to insurance paid delivery)
- 2. Returnable containers and packaging must be returned to the Seller fully emptied and carriage paid within sixty (60) days upon receipt; the Buyer will be liable for the costs of the loss of or damage to returnable containers and packaging for which the Buyer is responsible. Returnable containers and packaging may only be used for the transport and storage of the designated product as supplied by the Seller. Labels, legends, inscriptions must not be removed. The Seller will not accept non-returnable packaging. Upon request the Seller will name a third party who will accept and dispose of such packaging in accordance with the local packaging ordinances.

### 6. Obligations of the Buyer, Reservation of Ownership

- 1. The property of the Goods shall not pass on to the Buyer until all sums due or owing to the Seller by the Buyer on any account have been fully paid and settled (the "privileged property"). Any acceptance of a purchase-money claim against the Buyer in a current invoice or any recognition of a balance shall have no prejudice to the Seller's reservation of ownership.
- 2. The Buyer undertakes to handle all privileged property with care; he undertakes especially to sufficient insure the original value thereof against loss, damage and destruction by fire, water and theft. The Buyer hereby cedes all rights and claims in conjunction with and arising from the insurance policies to the Seller. The Seller hereby accepts said transfer.
- 3. The Buyer undertakes not to pledge or encumber the privileged property. He is however entitled to properly sell said property in accordance with the following terms. The aforesaid right is inapplicable inasmuch as the Buyer has ceded or encumbered the claims arising from the sale of the privileged property in favour of a third party or has agreed on a covenant of non-assignment with said third party.
- 4. The Buyer hereby cedes any and all claims future or conditional resulting from the sale of the privileged property as security and collateral for the Seller's claims pursuant to 6. a. This transfer includes but is not limited to any and all accessory rights at the rate of one hundred and ten (110) percent of the gross value of the Goods with priority over any of the Buyer's remaining claims. The Seller hereby accepts said transfer.
- 5. Inasmuch as and so long as the Buyer duly fulfils his payment obligations, he is authorised to collect the ceded clams against his customers in the context of due and proper business operations. With regard to said claims he is however not entitled to enter into a current account relationship or a covenant of non-assignment with his customers or to cede or encumber them in favour of a third party. If contrary to Clause 2 herein a current account relationship between the Buyer and the purchaser of the privileged property, the previously ceded claim includes any recognised balance or in the event of the purchaser's insolvency any existing balance.
- 6. At the Seller's request the Buyer shall provide the former with itemised evidence of the ceded claims and inform his debtors of the transfer together with request to render the outstanding payments to the Seller until the Seller's claims have been satisfied. The Seller reserves the right to inform said debtors of the transfer and collect the outstanding claims. The Seller undertakes not to exercise the aforesaid authority as long as the Buyer duly and without delay fulfils his payment obligations, the opening of insolvency proceedings against the Buyer has not been filed and the Buyer does not cease payments. In the event that any one of the aforesaid circumstances arises, the Seller is entitled to have the Buyer inform him of all ceded claims and the names of the respective debtors, provide him with all the information required to collect said claims and to surrender any and all necessary documents.
- 7. In the event of a seizure or any other form of intervention, the Buyer undertakes to immediately inform the Seller in writing so that the Seller can file suit in accordance with Article 771 of the German Code of Civil Procedure.
- 8. Any processing, redesigning or application of the privileged property is performed on behalf of the Seller without obligation or cost on the part of the Seller. Should the Buyer process, combine or in any way mix the privileged property with third party goods, the Seller acquires at the moment of processing, combing or mixing co-ownership of the resulting products proportionate to the value of the object of sale (invoice value plus VAT). The object arising from the aforesaid processing is subject to the same reservations as the original object of sale. Should the processing, combing or mixing be conducted in such a manner that the resulting object is regarded as the principle object, the Buyer hereby cedes co-ownership of said object (the "privileged product") proportionate to the value of the privileged property. The Buyer is entitled to dispose of products arising from the aforesaid processing, combining or mixing in the context of due and proper business operations with the exception of pledging or encumbering, insofar as he duly and punctually fulfils his contractual and business obligations towards the Seller. The Buyer hereby cedes to the Seller any and all claims that arise from the sale the privileged products proportionate to value of the object of sale as a security. Should the Buyer combine or mix the supplied Goods with a principle object, he hereby cedes his claims against the third party proportionate to the value of the object of sale. The Seller hereby accepts said transfer.
- 9. The Buyer hereby cedes those claims against third parties arising from the combination of the privileged property with any plot of real land and structures proportionate to the value of the object of sale as security for the Seller's claims
- 10. Upon the request of the Buyer and at the discretion of the Seller, the latter undertakes to release selected securities inasmuch as the realisable value of the securities exceeds the Seller's claims against the Buyer by more than twenty (20) percent.
- 11. In the event of any breach of contract, in particular delay in payment of more than ten percent of the invoice value for a considerable period of time, the Seller is entitle to withdraw from the Contract and demand the immediate return of the privileged property. Such a withdrawal is without prejudice to other legal entitlements (e. g. compensatory damages). The Seller is entitled to exploit the returned Goods at his discretion. The exploitation proceeds less realisation costs will be deducted from the Buyer's liabilities towards the Seller.

### 7. Warranty

- 1. The Buyer undertakes to inform the Seller in writing of any obvious defects, misdeliveries and short- or overshipments immediately and in no event later than seven (7) days after receipt of the Goods. Concealed defects must be reported in writing immediately and in no event later than eight (8) days after discovery. The Buyer is obliged verify that the Goods are free of defects and are suited for the intended purpose. This includes but is not limited to the intention to mix the Seller's Goods with third party products. The verification of the Goods faultlessness and suitability may require trail applications. In the event that the defects are discovered during normal working procedures, the Buyer must stop all work and put all unused, unopened original containers in safe custody. Upon due request said containers must be returned to the Seller for examination. After three (3) months subsequent to the transfer of risk pursuant to 5.a1 herein complaints regarding concealed defects will be void of any legal effectiveness insofar as it was reasonable to assume that the defects must have been recognisable within that period of time. In the event of a late or improperly lodged complaint in accordance with 7. a. Clauses 1 through 7 herein, the Buyer loses his right to complaint under the conditions of 8. 1 through 6, unless the Seller maliciously deceived the Buyer about the defects.
- 2. In as much as the Seller is obliged to remedy the Buyer's warranty claim, the former is entitled at his sole discretion to replace or repair the defective product (the "subsequent performance"). If the Seller is not prepared or in the position to remedy the complaint, or the subsequent performance is postponed for a prolonged, unreasonable period of time or the attempt to remedy the complaint proves ineffective, the Buyer is entitled at his sole discretion to withdraw from the Contract or request a reduction of the purchase price. Subsequent performance is deemed ineffective after the third unsuccessful attempt inasmuch as the nature of the object or other circumstances do not stipulate other action. Inasmuch as the Buyer suffers damage caused by the defective Goods or has futile expenditures, the Seller's liability is limited to the provisions under 7. a, 8. 1 through 6 and 9. of the present Terms and Conditions.

### 8. Rights and Obligations of the Seller

- 1. Irrespective of whatever cause the Seller is solely liable for damages or futile expenditures if the damage or futile expenditure
  - a) was caused by the Seller or his employee through culpable breach of an essential contractual obliqation or
  - b) can be contributed to a grossly negligent or wilful breach of duty through the Seller or his employees.

Pursuant to 8. a. 1) and 2) the Seller is liable for damages or futile expenditures caused by a consultation or information not subject to separate remuneration only if such consultation or information represents a grossly negligent or wilful breach of the duty insofar as said breach of duty does not represent a defect of quality pursuant to Article 434 of the German Civil Code (the "Defect of Quality").

- 2. Inasmuch as the Seller is liable for the breach of an essential contractual obligation pursuant to 8.
- 1. a) without gross negligence or wilful breach of duty, the Seller's liability is limited to the foreseeable, typically incident damage. Under such circumstances the Seller is explicitly excluded from the liability for the Buyer's lost profits and for unforeseeable indirect consequential damage. The aforesaid limitation of the Seller's liability pursuant to Clauses 1 and 2 are equally applicable to damages caused by the gross negligence and wilful breach of duty of our employees or representatives. The Seller cannot be made liable for indirect damages to the Buyer arising from third-party assertion of contractual penalty claims.
- 3. Inasmuch as the Seller is liable for the breach of an essential contractual obligation pursuant to 8.
- 1. a) without gross negligence or wilful breach of duty, the Seller's liability per case of damage is limited as follows: fivehundret thousand euros for physical injury, twohundretfifty thousand euros for material damages as well as fivehundret thousand euros for extended product liability. The Seller undertakes to take out and maintain an insurance policy with such coverage.
- 4. The liability limitation stipulated in 8. 1 through 3 are not effective insofar as the Seller's liability is regulated by German product liability regulations or if the claims are assured against the Seller on the grounds of death, personal injury or detrimental health effects. Should the Goods lack a guaranteed property or characteristic, the Seller is solely liable for those damages the absence of which were the subject of the guarantee.
- 5. A more far-reaching compensation liability than designated in the provisions of 8. 1 through 4, irrespective of the legal nature of the asserted claim, is hereby explicitly excluded. This applies in particular but not exclusively to compensation claims arising from negligence in the conclusion of the Contract pursuant to Article 311, Paragraph 3 of the German Civil Code, enacted breach of contract pursuant to Article 280 of the German Civil Code or due to tortuous claims pursuant to Article 823 of the German Civil Code.
- 6. Inasmuch as the compensation liability is excluded or limited in accordance with 8. 1 through 5, these provisions apply to the personal compensation liability of our employees, workers, representatives and subcontractors as well as vicarious agents.

### 9. Statutory Limitation of Claims

- 1. The Buyer's warranty claims in conjunction with the Goods or undutifully performed services, including any and all compensation claims and recovery claims for futile expenditures, come under the statute of limitations one (1) year after the commencement of the German period of limitation unless otherwise stipulated in 9. 2 through 5 in the present Terms and Conditions.
- 2. If the Buyer is a company and he or another company in the supply chain has satisfied consumer warranty claims in conjunction with newly manufactured Goods which were sold to a consumer as such newly manufactured Goods, in accordance with Articles 437 and 478, Paragraph 2 of the German Civil Code the Buyer's warranty claims against the Seller become ineffective no earlier than 2 months after the Buyer or the other company in the supply chain has duly satisfied the consumer's claims, unless the Buyer had successfully convinced his customer's contractual party of that their claims were statute-barred. The Buyer's limitation of actions against the Seller in conjunction with defective Goods immediately becomes effective no later than the moment when the consumer's claims against the Buyer for defects in the Goods become statute-barred, however no later than 5 years after the Seller handed over the respective Goods to the Buyer.
- 3. Should newly manufactured Goods be properly used and applied to a building and be the cause of the building's imperfection, the Buyer's warranty daims become statue-barred five (5) years after the commencement of the statutory period of limitation. Notwithstanding Clause 1 the period of limitation is two (2) years inasmuch as the Buyer has used the Goods to fulfil his contractual obligations in conjunction with Section B of the German Contract Regulations for Construction Work or the Goods were used as building repair materials. Claims arising in conjunction with to Clause 2 become statute-barred no earlier than two (2) months after the Buyer has remedied his custo-

mer's/contractual party's warranty claims for the building as caused by the Goods unless the Buyer had successfully convinced his customer/contractual party of that their claims were statutebarred. The Buyer's limitation of actions against the Seller in conjunction with defective Goods immediately becomes effective no later than the moment when the consumer's claims against the Buyer for defects in the Goods become statute-barred, however no later than 5 years after the Seller handed over the respective Goods to the Buyer.

- 4. If the Seller undutifully provides non-remunerated consultation or information without have sold goods in conjunction with such consultation or information or the undutiful consultation or information does not represent a Defect of Quality, the warranty claims in conjunction with such circumstances become statute-barred within one year after the statutory period of limitation begins to run. Buyer/customer claims arising from a breach of contract, of provisional agreement or of statutory obligations, which does not represent a Defect of Quality becomes statute-barred within one year after the statutory period of limitation begins to run. Inasmuch as the aforesaid breaches of duty represent a Defect of Quality in the Goods sold in conjunction with a consultation or information, 9. 1 through 3 stipulates and settles such the limitation of action for such claims.
- 5. The provisions stipulated in 9. 1 through 4 are not applicable to the limitation of actions for claims related to death, personal injury or detrimental health effects. Nor are said provisions applicable to limitations of actions in conjunction with German product liability laws or due to a lack of a legal basis for Goods arising from property interest of a third party on the basis of which said third party can demand the surrendering of the Goods. Said provisions are not applicable to the Seller's customer's/the Buyer's limitation of action based on wilful withholding of information about defects in the Goods or the Seller is in wilful or grossly negligent breach of duty. Under the circumstance specified in IX. 5 the limitation of action is regulated by the statutory period of limitation in the Federal Republic of Germany.

#### 10.Repurchases

The Seller is under no circumstance obliged to repurchase flawless Goods. In the event that as a special exception the Seller agree to repurchase any Goods, the Buyer will receive a credit note provided that the Seller's laboratory certifies without reservations the resalability and reusability of such Goods. The Buyer will be charged the actual costs for examining, processing, reworking and repackaging, at least twenty (20) percent of the invoice value or no less than thirty (30) euros. The Seller will pay cash against this type of credit note; he will however credit the balance to the Buyer'snext purchase.

#### 11. Covenant of Non-Assignment

Without the Seller's expressed written consent, the Buyer may not under any circumstances pledge or encumber in any way claims against the Seller, in particular but not limited to such claims arising from defective Goods or from a breach of duty, in favour of a third party. The aforesaid provision is without prejudice to Article 354a of the German Commercial Code

### 12. Place of Fulfilment, Place of Jurisdiction, Applicable Law, Trade Terms

- 1. Unless otherwise stipulated by superior legislation the place of fulfilment and the exclusive place of jurisdiction for all claims between the Seller and merchants or juristic persons under public law or under public separate assets are Aurich, Federal Republic of Germany. The Seller retains the right to file suit against the Buyer at the latter's legal venue.
- 2. Sole applicable law for the legal relationship between the Seller and the Buyer is the laws of the Federal Republic of Germany as is effective for German merchants and can be operative in the respective supplier countries (cf. l. of the present Terms and Conditions) without recourse to the Regulations on the International Sale of Goods and the German Private International Law.
- 3. Inasmuch as trade terms have been agreed in accordance with International Commercial Terms (CSIG), the Parties agree on the exclusiveness of the latest version thereof.

### 13. Concluding Provisions

- 1. Should any provision herein or in the business relationship between the Seller and the Buyer prove or become ineffective, the remaining provisions remain unaffected.
- The Buyer agrees to allow the Seller to electronically store personal and company data required for the administration of the business relationship pursuant to the data and privacy protection laws of the Federal Republic of Germany.

Definitions

The "Goods" – All articles and services sold and subsequently supplied to the Buyer by the Seller including replacements for defective Goods.

 $The \hbox{\it ``Contract''}-The \hbox{\it contract between the Buyer and the Seller for the sale of the Goods.}\\$ 

### Effective day 17-05-2017

