

Warranty No: [Project Number]-[Warranty Number]

<b>PROPERTY ADDRESS:</b>		<b>OWNER:</b>	
<b>ISSUER (THE "COMPANY"):</b>		<b>BUILDER:</b>	

**WHAT IS WARRANTED AND WHAT WILL THE COMPANY DO?**

Subject to the terms, conditions, and limitations stated in this warranty, the products (the "Products") will be free from manufacturing defect at the time of purchase, will prevent leakage and will perform as warranted in the manner specified for the stated term(s) measured from the Date of Product Installation, all as outlined on the attached Exhibit. The Exhibit is an integral part of this warranty.

**THE COMPANY WILL SUPPLY LABOR AND MATERIALS TO PROVIDE THE REMEDY OUTLINED IN THE APPLICABLE SECTION OF THE ATTACHED EXHIBIT.** The Company will determine in its sole discretion the appropriate scope and method of repair or replacement to remedy any condition covered by this warranty.

The total liability of the Company over the life of this warranty shall not in any event exceed the dollar value as specified in the applicable sections of the attached Exhibit.

**HOW DO I GET SERVICE?**

The Owner must notify the Company within 30 calendar days from the date that the Owner discovered, or should have discovered, the existence of a claim under this warranty, and before beginning any permanent repair, by submitting a service request form at <https://warranties.tremcocpg.com> or by contacting the Warranty Administrator at 800-876-5624.

The Owner must provide the Company with a reasonable opportunity to investigate the claim and the alleged failure of the Products to perform as warranted herein. The Owner shall have the sole responsibility, at the Owner's cost and expense, to provide the Company with free and full access to the installed Products during regular business hours for purposes of the investigation, including obtaining necessary approval and/or releases from building occupants who may be affected by the investigation and/or by any remedy the Company may provide under this warranty. The Company shall not be responsible for removal of any materials which may cover the Products, or any costs associated with removing or replacing any such materials, except as otherwise provided for herein.

**GENERAL REQUIREMENTS:**

There will not be any coverage under this warranty unless all the following apply:

- The Products were installed in strict compliance with good waterproofing practices generally accepted in the industry, and the Company's published application instructions/technical literature.
- The installation was performed by an Applicator/Contractor who has received appropriate training prior to installing the Products.
- The Products are used with compatible materials and substrates (in compliance with the Company's published application instructions/technical literature or as otherwise approved in writing by the Company).
- The Products are applied within their stated shelf life.
- The Products are used in applications approved by the Company as suitable.
- The Products are applied to a sound, properly prepared substrate in accordance with published application instructions.

**LIMITATIONS AND EXCLUSIONS:**

THE COMPANY DOES NOT GUARANTEE OR WARRANT THAT IRRITANTS, SUCH AS MOLD, MILDEW, FUNGI, INSECTS, PESTS, ALGAE, BACTERIA, OR ANY AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED. THE COMPANY DISCLAIMS ANY LIABILITY OR CLAIMED DAMAGES RELATED TO MOLD, MILDEW, FUNGI, INSECTS, PESTS, ALGAE, BACTERIA, OR ANY AIR QUALITY PROBLEMS.

The Owner shall have the sole responsibility, at the Owner's cost and expense, for certain costs associated with repair or replacement of the Products. The Company shall under no circumstances be responsible for any of the following:

- Removing or replacing trees, grass, or other landscaping;
- Removing or replacing interior or exterior components of the building or wall which are obstacles to repair (e.g., steps, garage or garage floors, patio or patio floors, porch or porch floors, decks);
- Removing or replacing interior furnishings or fixtures (e.g.; carpeting, shelving, furniture, etc.);
- Removing or replacing other obstacles that affect repair or damage thereto; or
- Cost of service call(s) for the inspection and evaluation of any suspected Product issue.

The Company shall not be responsible for, and this limited warranty does not cover, any loss resulting from any of the following:

- The use of other manufacturers' products unless such products are specifically recommended or approved by the Company in writing in advance of their installation, in connection with the use of the Products.
- Any repairs, replacements, penetrations, or alterations of the Products by any person or entity other than authorized representatives of the Company without prior written consent of the Company.
- Water passing through any portion of a structure or building component other than directly through the Products due to a failure in the Products and/or connections between the Products (so long as the connections are Company Products), or any interior moisture, vapor, or condensation.
- Construction, design, specification, storage, application, exposure, installation practices, use of the Products, or use of material, that is not in compliance with the Company's published literature.
- Unauthorized changes in the Products' details or specifications for the project that were not reviewed and approved in advance by the Company in writing.
- Failure to maintain the building and the Products with reasonable care.
- Improper design, engineering, application installation or workmanship of any portion or component of the Products or the structure; or failure, distortion or structural movement of the walls, foundation, or any other portion or component of the structure, including, but not limited to, movement, cracking, deflection, settling of the building or movement of the framing members.

- Impact with objects, hurricanes, tropical storms, tornadoes, high winds, hailstorms, earthquakes, sandstorms, floods, natural disasters, fires, vandalism, war, terrorism, animals, other similar acts of God or nature, force majeure events, or significant or unintended immersion or pooling of water.
- Abuse, misuse, neglect, damage, or negligence by the Owner, the Applicator/Contractor, the general contractor, or other trades performing work on the project, or any third party.
- Intermixing of the Products with other chemicals or materials not specifically required by the Company's specifications or application instructions.

If, at the Owner's request, the Company performs any services or supplies any materials as a mitigation or remediation measure in connection with any unwarranted loss described above, the Company shall be entitled to compensation for such services or materials.

The Company makes no warranty with respect to appearance or color.

No representative of the Company has the authority to make any representations, warranties, or promises except as stated herein.

No waiver by the Company of any limitation, term or condition of this warranty shall operate as a waiver of any other limitation, term or condition applicable to any claim, whether of like or different nature. No delay or failure on the Company's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver of such right or claim.

If any part of this warranty shall be determined to be invalid, then such portion shall be deemed severed from the warranty and the remaining terms, exclusions and limitations shall apply.

The Company's obligations under this warranty are expressly conditioned upon receipt of full payment for the Products. Any delay in full payment to the Company shall not extend the warranty term.

THE COMPANY UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY. **IN OTHER WORDS, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY.**

THE COMPANY ASSUMES NO RESPONSIBILITY THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH THE PRODUCTS MAY BE PURCHASED, EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY. **IN OTHER WORDS, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**

THE COMPANY MAKES NO OTHER OR FURTHER WARRANTIES IN CONNECTION WITH THE PRODUCTS EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY DOCUMENT.

THE COMPANY WILL NOT BE RESPONSIBLE UNDER THIS LIMITED WARRANTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING INTENTIONAL, NEGLIGENCE OR OTHERWISE), FOR BREACH OF WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, THIS WARRANTY, OR THE PERFORMANCE OF, DEFECTS IN, OR IN ANY WAY CONNECTED WITH, THE PRODUCTS COVERED BY THIS WARRANTY. THE COMPANY WILL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, ANY OTHER DAMAGE TO THE BUILDING OR THE CONTENTS OF THE BUILDING AND FOR ANY OTHER CLAIMED DAMAGES, LOSSES, COSTS AND EXPENSES OTHER THAN AS EXPRESSLY SET FORTH IN THIS WARRANTY.

THIS REMEDY EXPRESSLY SET OUT IN THIS WARRANTY WILL BE THE EXCLUSIVE REMEDY FOR ALL PERSONS ENTITLED TO WARRANTY COVERAGE AS DESCRIBED ABOVE. NO OTHER REMEDY SHALL BE APPLICABLE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF CERTAIN REMEDIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE EXCLUSIONS AND LIMITATIONS OF REMEDIES AND DAMAGES IN THIS SECTION FULLY APPLY TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.

The terms of this warranty may not be altered, modified, or supplemented except in a writing signed by an officer of the Company that expressly refers to this warranty document and number.

In the event the Owner: (i) fails to provide the Company with timely notice as described above, (ii) fails to provide required access to the installed Products, (iii) undertakes or permits any actions that cause or contribute to failures, such as unauthorized repairs or perforations of the Products, or (iv) otherwise fails to fulfill its responsibilities as described herein, the Company reserves the right to void this warranty upon written notice to the Owner.

To expedite processing, this document may be completed and delivered in electronic form only.

This limited warranty applies only to Products installed in the United States and Canada. Under the Quebec Consumer Protection Act, the Company must provide a warranty to consumers, as defined in the Act, that the Company's products shall be fit for the purpose for which such products of that kind are ordinarily used and that the Products must be durable in normal use for a reasonable length of time, having regard to their price and other factors. For more information about your rights if you are a consumer as defined in the Act, you should consult the Quebec Consumer Protection Act at <https://www.educaloi.qc.ca/en/capsules/legal-warranty-automatic-protection-consumers>.

Since the Products are building materials and are not intended to be sold to a "consumer" except as part of real estate or as a major addition thereto, this warranty shall not apply to any party constituting a "consumer" as such term is defined by the Magnuson-Moss Warranty Act.

**REQUEST FOR WARRANTY ISSUANCE MUST BE MADE PROMPTLY FOLLOWING THE DATE OF PRODUCT INSTALLATION. THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REFUSE A REQUEST FOR ISSUANCE IF SUCH REQUEST IS NOT MADE WITHIN A REASONABLE TIME FOLLOWING THE DATE OF PRODUCT INSTALLATION.**

## EXHIBIT

Subject to the terms, conditions, and limitations stated in this warranty, the Company warrants to the Owner:

**Warranty No.: [Project Number]-[Warranty Number]**

### **Residential Waterproofing System**

That under normal use and service, the vertical surface of a foundation wall that is below soil grade and not exposed to sunlight shall be free of water leakage or seepage through the areas that are treated with the Products (“Leakage”), for the period stated in the Warranty Details Table below from the Date of Product Installation.

This warranty applies to new (1) single-family detached residences, or (2) multi-family units with separate unit ownership, or (3) multi-family residences with single ownership that have the Products applied to the foundation walls. The foundation walls must be vertical and not more than a single story. The foundation walls must be made of materials appropriate for the Products installed as stated in the Warranty Details Table below.

If Leakage occurs, the warranty remedy will include the removal of soil and/or interior finish, if any, attached to the wall, and the reinstallation of the removed soil and/or interior finish, to the extent necessary to perform the repair.

The Company’s total responsibility during the term of this warranty shall not exceed the lesser of (i) an amount equal to the dollar per square foot of foundation wall requiring repair and treated with the Products, or (ii) the total dollar value, all as stated in the Warranty Details Table below.

The Company shall not be responsible for, and this limited warranty does not cover, any loss resulting from any of the following:

- Cracks or defects greater than 1/16”, including structural defects in the walls, footings, or foundation regardless of cause.
- Damage to the Products or to walls due to abnormally harsh backfill, sharp angular stone or construction debris.
- Defective or inadequately functioning interior, exterior, or interior/exterior foundation drainage system.
- Interior, exterior or interior/exterior foundation drainage system that does not meet or exceed local construction codes or good construction practices at the time the Products are installed.
- Use of a foundation drainage board, foundation drainage mat, or similar foundation drainage media without a functioning interior, exterior, or interior/exterior foundation drainage system.
- Grading which does not slope away from the structure sufficiently to drain water away from the structure or which results in a grade line extending above the Products that allows water to penetrate above the Products.
- Insufficient hydrostatic resistance at the exterior base of the foundation walls and across any floor within the foundation walls that allows water migration through joints where the floor meets the walls or into the structure through basement floors or drains.
- Defective or inadequately functioning gutters or downspouts.
- Openings for pipes, cables, ducts and other intrusions into or alterations of the walls made after installation of the Products.
- Application of the Products by an Applicator/Contractor other than an approved Applicator/Contractor.
- The use of expansion or contraction devices in the design of the walls where the Products are installed.
- Any construction technique used that allows water to enter above, below or behind the Products.
- Any contact by the Products with any other surface, including but not limited to, backfill soil, protection boards, or foundation drainage systems prior to the required cure time.

- Any technique, including but not limited to installation of mechanical fasteners, which penetrates the Products after installation.
- Cracks or defects allowing water through the horizontal plane of a brick ledge or stone ledge, and into the foundation wall.
- Leakage in any crawlspace portions of partial basements without a concrete floor.

This warranty may be transferable to subsequent Owners provided certain conditions are satisfied. To request a transfer of any remaining warranty, a Transfer Request Form must be completed, which can be found at <https://warranties.tremcocpg.com>, and return it along with a processing fee of \$500 payable to the Company within sixty (60) days after the closing date of the purchase from the previous Owner. If Company, at its sole discretion, does not approve of the Transfer Request, then the processing fee will be refunded.

**Warranty Details:**

Contractor/Applicator Name:		Date of Product Installation:	
Contractor/Applicator Address:		Warranty Term:	
Dollar per Square Foot/ Total Dollar Value Whichever Is Lower:	\$3 per square foot or \$10,000	Warranty Expiration Date:	
Product:		Square Footage:	
Product:		Square Footage:	