

**WARRANTY NUMBER:** [Project Number]-[Warranty Number]

<b>PROJECT NAME &amp; ADDRESS:</b>		<b>OWNER NAME &amp; ADDRESS:</b>	
<b>ISSUER (THE "COMPANY"):</b>		<b>DATE OF PROJECT SUBSTANTIAL COMPLETION:</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 perform as warranted when applied according to the procedures, instructions, and conditions as set forth in the Company's written specifications, technical data sheets, and application instructions (collectively "Tremco Instructions"). The manner specified for the stated term(s) are measured from the Date of Project Substantial Completion, all as outlined on the attached Exhibit. The Exhibit is an integral part of this warranty.

At its sole discretion, the Company will only supply sufficient product to repair or replace any portion of the system that does not perform in accordance with the terms of this warranty.

The total liability of the Company over the life of this warranty shall not in any event exceed the aggregate dollar value of the original cost of the Products specified in 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 emailing the Warranty Administrator at [warrantyadmin@tremcoinc.com](mailto:warrantyadmin@tremcoinc.com). Emailed notice must include the warranty number and a written description of the location, scope, and nature of the alleged failure of the Products to perform as warranted. Photographs or video of the damaged area are often useful and should also be submitted if available.

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.

## GENERAL REQUIREMENTS:

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

- The Products were installed in strict compliance with the project specifications, good waterproofing practices generally accepted in the industry, the Tremco Instructions, and any additional written requirements provided by the Company.
- The installation was performed by an Applicator 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.
- Request for Issuance of the warranty must be made within 12 months following the "Installation Completion Date" of the Tremco Product (s)
- The Installation Date of Material(s) by Exhibit will serve as the Project Substantial Completion Date for Warranties filed over 24-months after the date of the installation of the materials.

## LIMITATIONS AND EXCLUSIONS:

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.
- Any labor to repair or replace the portion of the system that does not perform as warranted, including but not limited to removal of backfill or overburden, identification of the leak or source of the leak, and methods of injection to correct any leaks.
- Mold, mildew, insects, pests, fungi, algae, bacteria, air quality, and similar conditions.
- 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, the general contractor, or other trades performing work on the project, or any third party.
- Change in principal usage or amount of usage of structure without prior written approval of the Company.
- 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.

This warranty is issued to the above-named Owner and is not assignable or transferable, except upon the express written consent of the Company.

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.

SAMPLE

## EXHIBIT

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

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

### **Firestopping**

That the Product(s), when applied in accordance with third-party Fire-Rated tested systems and in compliance with the local AHJ (Area Having Jurisdiction), will remain in place and perform consistent with proven third-party testing for the period stated in the table below from the Date of Project Substantial Completion.

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