

Warranty No: *****
Today's Date: *****
Exp: *****

Standard TREMproof PUMA Horizontal Waterproofing System Material Warranty

**PROJECT
NAME**

APPLICATOR

**ARCHITECT/
ENGINEER**

**GENERAL
CONTRACTOR**

OWNER

**DATE OF
SUBSTANTIAL
COMPLETION**

PRODUCT(S)

**TYPE
OF WORK**

TREMproof PUMA Horizontal Waterproofing Membrane System ("System"), when applied to various construction materials following the procedures, instructions and conditions of Tremco Incorporated ("Tremco") as set forth in our written specifications, technical data sheets and application instructions is covered by the following warranty:

- year(s) Warranty: Tremco warrants to the Owner that for a period of # year(s) following the date of substantial completion, TREMproof PUMA Horizontal Waterproofing System, when applied to a sound, properly prepared substrate in accordance with Tremco Instructions 1) will not crack due to normal exposure or normal expansion or contraction, and 2) will not fail cohesively or adhesively under conditions of normal wear and tear where movement and/or cracking of the underlying substrate does not exceed 1/16 of an inch.

Owner shall notify Tremco of any alleged failure of the System to perform as warranted during the Warranty Period and shall confirm such notice in writing within thirty days thereafter, including a description of the location, scope and nature of the alleged failure. Upon receipt of the notice and verification of Warranty coverage, Tremco shall at its option, either refund the purchase price of, or provide materials sufficient to replace that portion of the System that is proven to be defective, and such refund or replacement shall constitute the limit of the Company's liability and obligation for any such failure.

Tremco's obligations and Owner's rights under this Warranty shall be void if:

- i. the TREMproof PUMA Horizontal Waterproofing System is repaired or altered by persons not authorized or approved in writing by Tremco; and/or
- ii. the TREMproof PUMA Horizontal Waterproofing System is ruptured, cracked or otherwise damaged by an misuse or abnormal use or conditions, including but not limited to, acts of vandalism, terrorism or war, snow plowing, natural disasters, industrial truck or heavy equipment traffic, building alterations or structural defects, surface scaling or spalling of underlying concrete or substrates or any cause other than defects in the System as manufactured and supplied by Tremco; and/or
- iii. the Owner fails to properly maintain the TREMproof PUMA Horizontal Waterproofing System in accordance with Tremco instructions during the Warranty term or fails to comply with its notice or other obligations set forth herein.

Tremco makes no warranty with respect to appearance or color.

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Tremco's obligations under this Warranty are expressly conditioned upon receipt of full payment for the System and the Owner's compliance with each of its responsibilities described in this Warranty document. Any delay in full payment to Tremco shall not extend the Warranty Period.

The total liability of Tremco over the life of this Warranty shall not in any event exceed the dollar value of the original cost of the TREMSsystem materials as specified above. No representative of Tremco has the authority to make any representations or provisions except as stated herein. This Warranty is issued to the above-named Owner and is transferable with the written consent of Tremco.

THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. TREMCO SHALL NOT BE LIABLE FOR DAMAGE TO THE PROJECT STRUCTURE OR INTERIOR CONTENTS OR FOR ANY OTHER CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS WARRANTY OR THE PERFORMANCE OF THE MATERIALS COVERED BY THIS WARRANTY, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE OR OTHER THEORY OF LIABILITY.

SAMPLE

TREMCO INCORPORATED
Commercial Sealants & Waterproofing

Michael J. Soeder, VP Sales, NA

TO EXPEDITE PROCESSING, THIS DOCUMENT WILL BE COMPLETED AND DELIVERED IN ELECTRONIC FORM ONLY. AN ELECTRONIC SIGNATURE FROM A TREMCO REPRESENTATIVE ON A COMPLETED WARRANTY DOCUMENT IS VALID AND BINDING AND IS ENFORCEABLE TO THE SAME EXTENT AS A PENNED SIGNATURE.