

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

**TREMproof Triple Waterproofing System (TWS)
Paraplatinum Watertight Warranty**

PROJECT

APPLICATOR

**ARCHITECT -
ENGINEER**

**INDEPENDENT
INSPECTION FIRM**

OWNER

**COMPLETION
DATE**

PRODUCTS

**TYPE OF
WORK**

TREMCO INCORPORATED ("Tremco") warrants to the Owner identified above (the "Owner"), that for a period of [#] years from, and beginning on, the Completion Date identified above ("Warranty Period") and subject to the terms, conditions and limitations set forth herein, ground or other naturally occurring sources of water will not pass through Tremco's TREMproof Triple Waterproofing System (TWS) Products identified above (the "System" as further defined below) and into any below-grade areas of the building on which it was installed at the Project identified above ("Project"). The System, for purposes of this Warranty, shall consist of, and is further defined as, the following Tremco products: Paraseal LG, Paraseal GM/LG 20 mil and/or Paraseal GM/LG 60 mil membrane, TREMproof 260 and approved TREMDrain drainage mat.

In the event a leak covered under the terms of this Warranty occurs at the Project during the Warranty Period, the Owner shall immediately notify Tremco and confirm such notice in writing within thirty (30) days of the date the Owner discovered or should have discovered any claimed leak. Tremco will supply the labor and materials necessary to repair such leak in accordance with good waterproofing practices. An acceptable method of repair may include negative side injection. It is the responsibility of the Owner, at its cost, to provide agents or employees of Tremco with free, unimpeded access to the Project and System for the purposes of testing, leak investigation and/or repair, including movement and replacement by the Owner of any equipment or other property or materials which would hinder or prevent access by Tremco to the repair site(s).

GENERAL REQUIREMENTS:

Tremco and the Owner hereby agree that issuance of this Warranty is conditioned upon the System being installed in compliance with the Project waterproofing specifications, good waterproofing practices and the following additional requirements:

1. Tremco's Superstop Waterstop product must be used on all cold pour construction joints.
2. Tremco's TREMDrain Series drainage mats must be used above the water table.
3. The System must be installed by an applicator trained and certified by Tremco in the proper installation of the System ("Applicator"). This Warranty will not be in force unless it is accompanied by an Applicator's warranty covering Applicator's workmanship on the System for the first two years of the total Warranty Period.
4. The waterproofing specifications for the Project must be submitted to Tremco either at the time of bid or upon award of the Project contract. These waterproofing specifications are subject to Tremco's review and acceptance for compliance with Tremco's System installation guidelines.
5. Prior to the pre-construction meeting, the Applicator must submit a water and soil sample from the Project site for testing by Tremco to evaluate water and soil compatibility with the System. Tremco will confirm its evaluation to the Applicator in writing.

6. The System may only be used with Tremco manufactured or supplied waterproofing components.
7. The System (including Tremco's Superstop Waterstop installation) must be inspected during all phases of installation and prior to concealment of the System and Tremco's Superstop Waterstop product, by a Tremco-approved third-party independent inspection firm ("Consultant") contracted and paid for by the Owner or the Project's general contractor. All inspection deficiency items must be addressed and corrected by the Applicator in accordance with good waterproofing practices with written confirmation by the Consultant and Applicator to the Owner and Tremco of steps taken to resolve such items.
8. A pre-construction meeting with Tremco, the Applicator and Owner is mandatory.
9. Every seam in the System* must be tested for leaks by the Applicator with the Consultant present in accordance with one of the following three ASTM test methods and confirmed to be free in writing by the Applicator and Consultant. Acceptable test methods are (i) ASTM D5641 - Geomembranes Seam Evaluation by Vacuum Chamber, (ii) ASTM D5820 – 95 - Pressurized Air Channel Evaluation of Dual Seamed Geomembranes, or (iii) ASTM D6365 - Standard Practice for the Nondestructive Testing of Geomembrane Seams using the Spark Test.

**Applies to heat-welded Paraseal GMLG 60 mil Systems only.*

In the event any of the above requirements is not met, the System will be covered under Tremco's standard material-only warranty as set forth in Tremco's product data sheets applicable to the System available at www.Tremcosealants.com.

EXCLUSIONS:

This Warranty expressly excludes coverage for leaks caused, in whole or in part, by any of the following:

1. Water or moisture that does not pass through the System such as leaks through perforated or other piping, electrical conduit, parapet walls or any building components other than the System;
2. Abuse, misuse or damage of or to the System any time during or after shipment from Tremco's manufacturing facility, including improper storage of the System, exposure of the bentonite portion of the System membrane to rain or other weather conditions and/or penetration or other abuse of the System membrane by third parties either before or after the System has been installed;
3. Any repairs, replacements, penetrations or alterations of or to the System without the prior written consent of Tremco;
4. Natural causes, Acts of God and force majeure events, including without limitation, lightning, earthquakes, floods, fires, hurricanes, tornadoes, natural disasters, vandalism, accidents, animals, acts of war and/or acts of terror;
5. Changes in the waterproofing details or specifications for the Project not reviewed and approved in advance by Tremco;
6. Building settlement or shifting which causes breaches in the System; structural failure including movement, deflection or cracks in excess of 1/8"; or failures or defects in other building components or their installation including without limitation concrete, shotcrete or other substrates that the System is installed on or against or that is/are installed over the System.

LIMITATIONS:

Waterproofing integrity of expansion joints is not covered under this Warranty and is not the responsibility of Tremco.

Tremco shall not be responsible for the removal or cost of removal and/or replacement of any material(s) which may cover the System materials.

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. Any delay in full payment to Tremco shall not extend the Warranty Period.

This Warranty is issued to the above-named Owner and is not transferable or assignable except with the prior written consent of Tremco.

NO REPRESENTATIVE OF TREMCO HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS OR TO MODIFY THIS WARRANTY.

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WHICH ARE EXPRESSLY EXCLUDED. THIS WARRANTY IS IN LIEU OF ANY AND ALL RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE, AS ENACTED IN WHOLE OR IN PART BY ANY STATE, OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES PROVIDED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE OWNER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TREMCO SHALL NOT BE LIABLE OR RESPONSIBLE 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 SYSTEM OR INDIVIDUAL PRODUCTS COVERED BY THIS WARRANTY OR THEIR INSTALLATION, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OTHER TORTS OR ANY OTHER THEORY OF LIABILITY.

THIS IS A SAMPLE ONLY. THE JOB SPECIFICATION WILL BE REQUIRED PRIOR TO ISSUING A WARRANTY.

**TREMCO INCORPORATED
Commercial Sealants & Waterproofing**

Michael J. Soeder, VP Sales, NA

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