

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

Standard Vulkem Extreme Wearing System (EWS) Warranty

**PROJECT
NAME**

APPLICATOR

**ARCHITECT/
ENGINEER**

**GENERAL
CONTRACTOR**

OWNER

**DATE OF
SUBSTANTIAL
COMPLETION**

PRODUCT(S)

**TYPE
OF WORK**

Tremco Incorporated ("Tremco") hereby warrants to the Owner that for a period of [#] year(s) from the date of substantial completion and subject to the terms, conditions and limitations contained herein, the Vulkem Extreme Wearing System (EWS) specified above when applied to various construction materials following the procedures, instructions and conditions as set forth in our written specifications, technical data sheets and applications instructions are covered by the following warranty:

Tremco's Vulkem EWS 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, 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, and 3) will not wear through to the base coat when exposed to normal use.

Owner shall notify Tremco of any alleged failure of the Vulkem EWS 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 Vulkem EWS that is not in compliance with the terms of this Warranty.

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

- (i) the Vulkem EWS is repaired or altered by persons not authorized or approved in writing by Tremco; and/or
- (ii) the Vulkem EWS 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 Vulkem EWS as manufactured and supplied by Tremco; and/or
- (iii) the Owner fails to properly maintain the Vulkem EWS 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.

Tremco's obligations under this Warranty shall only become effective upon receipt of full payment for all Vulkem EWS and related materials supplied on the Project. Any delay in Tremco's receipt of full and final payment shall not extend the Warranty term.

Warranty No: *****
Page No: 2

This Warranty is issued to the above-named Owner and is transferable with the written consent of an authorized representative of Tremco. No representative of Tremco has the authority to make any representations or provisions except as stated herein.

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.