



WATCHDOG WATERPROOFING™



WATCHDOG WATERPROOFING 10-YEAR LIMITED WARRANTY

This Warranty is From:

This limited warranty ("Warranty") is provided by Tremco Barrier Solutions, Inc., ("Tremco"), 6402 E. Main Street, Reynoldsburg, OH 43068, USA, phone: 800-876-5624.

This Warranty is To:

To you if you are a consumer purchaser ("Buyer") of 1) a new single family detached residence, or 2) a multi-family unit with separate unit ownership, or 3) a multi-family residence with single ownership which has had WATCHDOG WATERPROOFING applied to the building's foundation walls. The foundation walls must be vertical, no more than a single story and made of either poured concrete or parged concrete block.

What is Covered:

Under normal use and service, the vertical surface of your foundation wall not obscured or covered by other building materials should be free of water leakage or seepage through the areas that are treated with WATCHDOG WATERPROOFING product ("Leakage"), EXCEPT FOR EXCEPTIONS, EXCLUSIONS AND LIMITATIONS SET FORTH BELOW.

What We will Do if the Product Fails:

If WATCHDOG WATERPROOFING fails, we will either repair the area in question or provide replacement of WATCHDOG WATERPROOFING as your remedy, including 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. We will exercise our judgment and shall have the sole option to select the best method by which to remedy the leakage or seepage. We will undertake the cost of providing any replacement WATCHDOG WATERPROOFING necessary, and pay for labour costs necessary to reapply or patch WATCHDOG within a reasonable time. Our total responsibility during the life of this Warranty shall not exceed an amount equal to \$21.50 per square meter (\$2.00 per square foot) of foundation wall treated with WATCHDOG WATERPROOFING and requiring repair, or a total of \$2,500, whichever is lower.

Costs that You will Be Responsible For:

To the extent the following applies to your situation, you will be responsible for certain costs associated with repair or replacement of WATCHDOG WATERPROOFING. Costs that we do not accept are:

1. Removing or replacing trees, grass, or other landscaping.
2. 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).
3. Removing or replacing interior furnishings or fixtures (e.g.; carpeting, furniture, etc.).
4. Removing or replacing other obstacles that affect repair or damage thereto.

EXCLUSIONS:

TREMCO DOES NOT GUARANTEE OR WARRANT THAT IRRITANTS, SUCH AS MOULD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED.

THIS WARRANTY EXCLUDES ANY LIABILITY OR CLAIMED DAMAGES RELATED TO MOULD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS. THIS WARRANTY ALSO EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT INFRINGEMENT. NO OTHER WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED FOR HEREIN ARE GIVEN. ADDITIONALLY THIS WARRANTY EXCLUDES ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION THOSE ATTRIBUTABLE TO BREACH OF ANY WARRANTY MADE WITH REGARD TO WATCHDOG WATERPROOFING™. AS AN EXAMPLE, THIS MEANS WE WILL NOT TAKE RESPONSIBILITY FOR ANY DAMAGES YOU MIGHT SUSTAIN THAT ARE RELATED TO LEAKAGE, MOULD, MILDEW, FUNGI, AIR QUALITY, DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR FOR COSTS OF REPAIR OR REPLACING THE WATCHDOG WATERPROOFING OTHER THAN THAT SPECIFICALLY PROVIDED UNDER THIS WARRANTY.

This Warranty gives you specific legal rights, and you may also have other rights, which vary from province to province. If any such limitation or exclusion is not allowed, then such limitation or exclusion shall be deemed severed from this Warranty and the remaining exclusions and limitations shall apply.

LIMITATIONS AND EXCEPTIONS:

This Warranty does not apply and Tremco shall not have responsibility for leakage or seepage of water resulting from:

1. Cracks or defects greater than 1.6 mm (1/16"), including structural defects in the walls, footings or foundation regardless of cause.
2. Damage to the applied WATCHDOG WATERPROOFING or walls due to abnormally harsh backfill. For example, we are not liable for damage caused by sharp angular stone or construction debris.

3. Defective or inadequately functioning interior, exterior or an interior/exterior foundation drainage system.
4. Interior, exterior or an interior/exterior foundation drainage system which at the time WATCHDOG WATERPROOFING is applied does not meet or exceed local construction codes or good construction practices.
5. Use of a foundation drainage board, foundation drainage mat or similar foundation drainage media without a functioning interior, exterior or an interior/exterior foundation drainage system.
6. 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 WATCHDOG WATERPROOFING that allows water to penetrate above WATCHDOG WATERPROOFING.
7. 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.
8. Defective or inadequately functioning gutters or downspouts.
9. Condensation on the foundation walls or interior finish.
10. Openings for pipes, cables, ducts and other intrusions into or alterations of the waterproofed walls made after application of WATCHDOG WATERPROOFING.
11. Application of WATCHDOG WATERPROOFING by a contractor other than a TBS Barrier Solutions Contractor.
12. The use of expansion or contraction devices in the design of the wall's structure.
13. Any construction technique used by a builder or subcontractor that allows water to enter above, below or behind WATCHDOG WATERPROOFING.
14. Any contact by WATCHDOG WATERPROOFING with any other surface including but not limited to backfill soil, protection boards, or foundation drainage systems prior to the required 24-hour cure time.
15. Any technique, including but not limited to mechanical fasteners, which penetrates WATCHDOG WATERPROOFING after application.

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

Disputes:

All claims or disputes arising pursuant to this Warranty shall be exclusively resolved by a single Arbitrator selected by Tremco pursuant to the terms of the Arbitration Act, S.A., 1991 cA-43.1 and the Rules of Procedure of the British Columbia International Commercial Arbitration Centre in effect from time to time will apply to any arbitration conducted under this Warranty.

Warranty Duration:

This Warranty extends ten (10) years from the completion of WATCHDOG WATERPROOFING application.

Transferability:

This Warranty may be transferred to subsequent Buyers provided certain conditions are satisfied. To request a transfer of any remaining Warranty, the subsequent Buyer must complete the attached Transfer Request and return it with a \$350.00 process fee payable to Tremco Barrier Solutions, Inc. to the address below within sixty (60) days after the closing date of the purchase from the previous Buyer. If Tremco, at its sole discretion, does not approve the Transfer Request, then the \$350.00 processing fee will be refunded.

Claims Procedure:

If leakage or seepage occurs which you believe is through WATCHDOG WATERPROOFING, please notify Tremco Barrier Solutions, WATCHDOG WATERPROOFING, 6402 E. Main Street, Reynoldsburg, OH 43068, USA, phone: 800-876-5624. Notification must be within thirty (30) days of the discovery of the leakage or seepage condition. Upon receipt of such notification, Tremco will make a prompt investigation of the claim and perform its obligations as required herein.

Registration:

Please complete and mail the attached registration within thirty (30) days after Buyer's purchase so as to provide notice as to when the period of this Warranty shall begin to run.

Severability:

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

All money references are in Canadian Dollars.

