



# WATCHDOG + Armor®



## WATCHDOG + Armor 10-YEAR LIMITED WARRANTY

### This Warranty is From:

This limited warranty ("Warranty") is provided by Tremco Barrier Solutions, Inc., ("TBS"), 6402 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391; 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+Armor® waterproofing product 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 blocks.

### What is Covered:

THIS WARRANTY DOES NOT GUARANTY OR WARRANT THAT IRRITANTS, SUCH AS MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED.

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 + Armor product ("Leakage"), EXCEPT FOR EXCEPTIONS, EXCLUSIONS AND LIMITATIONS SET FORTH BELOW.

### What We will Do if the Product Fails:

If WATCHDOG+Armor waterproofing product fails, we will either repair or have repaired the area in question or provide replacement of WATCHDOG+Armor waterproofing product 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 Leakage. We will undertake the cost of providing any replacement WATCHDOG+Armor waterproofing product necessary and pay for labor costs necessary to reapply or patch WATCHDOG+Armor waterproofing product within a reasonable time. Our total responsibility during the life of this Warranty shall not exceed an amount equal to \$3.00 per square foot of foundation wall treated with WATCHDOG+Armor waterproofing product and requiring repair, or a total of \$5,000, 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+Armor waterproofing product. 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:

TBS DOES NOT GUARANTY OR WARRANT THAT IRRITANTS, SUCH AS MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED.

THIS WARRANTY EXCLUDES ANY LIABILITY OR CLAIMED DAMAGES RELATED TO MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS. ADDITIONALLY, THIS WARRANTY EXCLUDES ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION THOSE ATTRIBUTABLE TO BREACH OF ANY WARRANTY MADE WITH REGARD TO WATCHDOG+Armor® WATERPROOFING PRODUCT. AS AN EXAMPLE, THIS MEANS WE WILL NOT TAKE RESPONSIBILITY FOR ANY DAMAGES, CLAIMS, SUITS, LOSSES OR COSTS YOU MIGHT SUSTAIN THAT ARE RELATED TO LEAKAGE, MOLD, MILDEW, FUNGI, AIR QUALITY, DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR FOR COSTS OF REPAIR OR REPLACING WATCHDOG+Armor® WATERPROOFING PRODUCT 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 state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion of consequential or incidental damages may not apply to you.

### LIMITATIONS AND EXCEPTIONS:

- A. THIS WARRANTY DOES NOT APPLY AND TBS HAS NO RESPONSIBILITY FOR MOLD, MILDEW, FUNGI OR AIR QUALITY.
- B. This Warranty does not apply and TBS has no responsibility for Leakage resulting from:
  1. Cracks or defects greater than 1/16", including structural defects in the walls, footings or foundation regardless of cause.
  2. Damage to the installed WATCHDOG+Armor waterproofing product or to 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+Armor waterproofing product 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+Armor waterproofing product that allows water to penetrate above WATCHDOG+Armor waterproofing product.
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+Armor® waterproofing product.
11. Application of WATCHDOG+Armor waterproofing product by a contractor other than a TBS Select Waterproofing 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+Armor waterproofing product.
14. Any contact by WATCHDOG+Armor waterproofing product 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+Armor waterproofing product after application.

No waiver by TBS 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 TBS' part to enforce any right or claim which it may have hereunder shall constitute a waiver on TBS' part of such right or claim.

### Disputes:

Buyer and TBS specifically agree that any controversy or claim arising out of this Warranty shall be settled in the State of Ohio (as exclusive venue) by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### Warranty Duration:

This Warranty extends ten (10) years from the date of completion of the WATCHDOG+Armor® waterproofing product application.

### Transferability:

This Warranty may be transferable 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 along with a \$350.00 processing fee payable to Tremco Barrier Solutions, Inc. to the address denoted below within sixty (60) days after the closing date of the purchase from the previous Buyer. If TBS, at its sole discretion, does not approve the Transfer Request, then the \$350.00 processing fee will be refunded.

### Claims Procedure:

If Leakage occurs which you believe is through WATCHDOG+Armor waterproofing product, please notify Tremco Barrier Solutions, Inc., WATCHDOG+Armor waterproofing product, 6402 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391. Notification must be within thirty (30) days of the discovery of the Leakage. Upon receipt of such notification, TBS 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 the identity of the Buyer for this Warranty.

### 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.

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