WATCHDOG WATERPROOFING 10-YEAR LIMITED WARRANTY

This Warranty is From:
This limited warranty ("Warranty") is provided by Tremco Barrier Solutions, Inc. ("TBS"). 6432 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391; phone 614-876-5624.

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 cement blocks.

What is Covered:
This Warranty does not guarantee 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 horizontal surface of your foundation wall that is below soil grade, not exposed to sunlight and/or above six (6) feet grade, and 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 ("Leakage"). For the exceptions, exclusions and limitations set forth below.

What we will do if Product Fails:
If WATCHDOG WATERPROOFING fails, we will either repair or replace the area in question or provide replacement of WATCHDOG WATERPROOFING as our remedy, including the removal of soil and interior finish. If, any, attached to the wall, and the reinstallation of the removed soil and interior finish. We will exercise our judgment and shall have the sole option to select the best method by which to remedy the Leakages. We will undertake the cost of providing any replacement WATCHDOG WATERPROOFING necessary and repair costs necessary to reapply or patch WATCHDOG WATERPROOFING within a reasonable time. Our total responsibility during the term of this Warranty shall not exceed an amount equal to $1,000 per square foot or 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. Replacing or repairing interior or exterior components of the building or wall which are obstacles to repair e.g., stop, garage, floor, patio, doors, pans, porches, eaves, etc.
3. Replacing or repairing interior furnishings or fixtures e.g., carpeting, furniture, etc., or replacing or repairing exterior obstacles that affect repair or damage.

Exclusions:
THIS DOES NOT GUARANTEE OR WARRANT THAT IRITANTS 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 WATERPROOFING. 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 or air quality damage to the structure or its contents, or for costs of repair or replacement of 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 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 WATERPROOFING or to walls due to abnormal travel 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/interior foundation drainage system.
4. Intermittent, exterior, or an interior/interior foundation drainage system that 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 media, or similar foundation drainage media without a functioning interior, exterior, or a interior/interior foundation drainage system.
6. Diagnosing which does not come away from the structure sufficiently to drain water away from the structure or which results in a grade line extending above the WATCHDOG WATERPROOFING that allows water to percolate above the WATCHDOG WATERPROOFING.
7. Insufficient hydrostatic resistance of the exterior face of the foundation walls and across any area within the foundation walls that allows water migration through joints where the floor meets the walls and into the structure through basement floors or drains.
8. Defective or inadequately functioning systems or components.
9. Condensation on the foundation walls or interior finish.
10. Openings for pipes, cables, bars, and other penetrations into or through the waterproofing walls or floor made after application of the WATCHDOG WATERPROOFING.
11. Application of the WATCHDOG WATERPROOFING by a contractor other than a TBS Contractor.
12. The use of expansion or contraction devices in the design of the wall structure.
13. Any construction technique used by a builder or subcontractor that allows water to enter above it, being beyond the WATCHDOG WATERPROOFING.
14. Any alteration 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 penetrate WATCHDOG WATERPROOFING after application.
16. Cracks or defects appearing below the horizontal plane at a base ledge or stone ledge, and into the foundation well.

No waiver by TBS of any limitation, term or condition of this Warranty shall operate as a waiver of any other term, term or condition applicable to the claim, or any future claim, whether of like or different nature. Any delay or failure to assert or TBS part to enforce any right or claim, which it may have, 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 by arbitration in the State of Ohio (as exclusive venue) 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 WATERPROOFING application.

Transferability:
This Warranty may be transferable to subsequent owners provided certain conditions are satisfied. To request a transfer of any remaining Warranty, the subbing Buyer must complete a Transfer Request Form, which can be found at www.tremcobarsolutions.com, and return it along with a $100 processing fee payable to Tremco Barrier Solutions, Inc. to the address provided 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 of the Transfer Request, then the $100 processing fee will be refunded.

Claims Procedure:
If leakage occurs which you believe is through WATCHDOG WATERPROOFING, please notify Tremco Barrier Solutions, Inc. 6432 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391. Notification must be made in writing 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.

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.