

LIFETIME WARRANTY



Limited Warranty Document No.
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XTS TUFF-N-DRI XTS SYSTEM

TUFF-N-DRI XTS SYSTEM LIFETIME 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 TUFF-N-DRI XTS System (TUFF-N-DRI XTS membrane and WARM-N-DRI® Board or TUFF-N-DRI Barrier Board) 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, uncharged concrete block or parged concrete block.

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 that is below soil grade, not exposed to sunlight and/or above soil 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 TUFF-N-DRI XTS System ("Leakage"). EXCEPT FOR THE EXCEPTIONS, EXCLUSIONS AND LIMITATIONS SET FORTH BELOW.

What we will do if Product Fails:

If TUFF-N-DRI XTS System fails, we will either repair or have repaired the area in question or provide replacement of TUFF-N-DRI XTS System 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 TUFF-N-DRI XTS System necessary and pay for labor costs necessary to reapply or patch TUFF-N-DRI XTS System 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 TUFF-N-DRI XTS System and requiring repair, or a total of \$10,000, 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 TUFF-N-DRI XTS System. 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.
5. Cost of service call(s) for inspection and evaluation of any suspected waterproofing issue.

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 TUFF-N-DRI XTS SYSTEM. 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 TUFF-N-DRI XTS SYSTEM 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 TUFF-N-DRI XTS System 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 that at the time TUFF-N-DRI XTS System 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 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 the TUFF-N-DRI XTS System that allows water to penetrate above the TUFF-N-DRI XTS System.
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 the TUFF-N-DRI XTS System.
11. Application of the TUFF-N-DRI XTS System by a contractor other than a TBS 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 the TUFF-N-DRI XTS System.
14. Any contact by TUFF-N-DRI XTS System 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 TUFF-N-DRI XTS System after application.
16. Cracks or defects allowing water through the horizontal plane of a brick ledge or stone ledge, and into the foundation wall.

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 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 from the date of completion of the TUFF-N-DRI XTS System 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 a Transfer Request Form, which can be found at www.tremcobarriersolutions.com, and return it along with a \$500 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 of the Transfer Request, then the \$500 processing fee will be refunded.

Claims Procedure:

If Leakage occurs which you believe is through TUFF-N-DRI XTS System, please notify Tremco Barrier Solutions, Inc., 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.

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.



6402 E. Main Street • Reynoldsburg, Ohio 43068 • 800-876-5624
www.tremcobarriersolutions.com