



AQUASEAL USA, INC.

Exterior Rubber Waterproof Membranes

30-Year Limited Warranty

ECO-FLEX, ECO-FLEX WF, ICF-GREEN SHIELD OR GRAY-COAT

Warranty

Aquaseal USA, Inc. ("Aquaseal") warrants to the first consumer purchaser of a new single or multi-family unit with separate ownership, that under normal use and service the below grade exterior vertical walls of a building constructed with a poured concrete or cement block foundation* or insulated concrete forms (ICF) that have been coated with one of the Aquaseal products listed above, shall be free of water leakage or seepage through the coated areas for a period of thirty (30) years from the date of installation. Such warranty shall only be effective if the product has been installed to the correct thickness and in accordance with Aquaseal's specifications and application instructions.

*** When Aquaseal products are applied to an unparged cement block foundation, the installation of Aqua-Wrap, Aqua-Board or a similar drainage sheet over the waterproofing membrane is required in order for this Warranty to be valid.**

Transfer of Warranty

This warranty may be transferred to subsequent owners of the property for the balance remaining on the original 30 year warranty period, pending written approval by Aquaseal. Application for transfer must be made in writing within 30 days of the closing date for the sale of the residence, and include a \$50.00 processing fee, to Aquaseal USA, Inc. PO Box 2444, Niagara Falls, NY 14302.

Remedy

If the Aquaseal product does not perform as warranted, Aquaseal's responsibility shall be restricted to the cost of repairing the defective area of coating. Such cost shall include the removal of soil and/or interior finish from the affected area and the reinstallation of these materials when the repair has been completed. Not included in this warranty is removing or replacing trees, grass, shrubbery, and other landscaping; or removing or replacing patios, decks, steps, or any other items that are obstacles to the repair area; or removing or replacing interior furnishings or fixtures, including carpet, furniture, wall coverings, etc.

ANY IMPLIED WARRANTY, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE, OR WARRANTY OF MERCHANTABILITY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN. AQUASEAL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE STRUCTURE OR ITS CONTENTS. IN NO EVENT SHALL AQUASEAL'S DOLLAR LIABILITY FOR COVERED REPAIRS EXCEED THE ORIGINAL COST OF MATERIALS FOR THE WARRANTED APPLICATION, OR \$1,500, WHICHEVER IS THE LESSER AMOUNT.

Limitations

This warranty does not apply, and Aquaseal shall not have responsibility or obligation for seepage or leakage of water resulting from:

1. Interior condensation on the walls, utility pipes, appliances, etc.
2. Defective, absent, or inadequate functioning drainage system of the structure.
3. Damage to the installed coating or to the walls to which it was applied.
4. Defects, including structural defects, or cracks in the foundations, footings, or walls of the structure, irrespective of cause and including, without limitation, defects or cracks caused by shifting, movement, or settling of the structure, or the soil adjacent to or beneath the structure. This limitation shall not apply however, to shrinkage cracks which are not of such magnitude as to constitute a structural defect, and which are not in excess of 1/16" in width.
5. The use of expansion and/or contraction devices in the structural design.
6. Water leaking or seeping upward into the structure through basement floors and drains.
7. Grading which does not sufficiently slope away from the residence to drain water away from the foundation, or grading and/or landscaping that results in a grade line extending above the waterproofing system.
8. Alterations or intrusions into the coated walls after installation including, but not limited to, openings for ducts, pipes, cables, or other similar items.

There are no other expressed warranties except those contained herein and this warranty embodies the entire agreement and understanding between Aquaseal and the purchaser of the property. No representative, employee or agent of Aquaseal, or any other person, has the authority to assume any additional or other liability or responsibility in connection with the warranty expressed above.

Effective Date

This warranty becomes effective only if the attached registration of the warranty is completed and mailed within 30 days after the purchase of the home.

Claims

Warranty claims must be submitted in writing to Aquaseal USA, Inc., PO Box 2444, Niagara Falls, NY 14302 within thirty (30) days after discovery of the seepage or leakage problem. After such notification, Aquaseal shall make an investigation of the claim and will promptly perform its obligation under the terms of its warranty providing the above conditions have been satisfied.



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Purchaser/Owner of Property: _____

Address of Property: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Date of Purchase: _____

Square Footage of Coated Area: _____

Aquaseal Product Used: _____

Date of Installation: _____

Builder (if applicable): _____

Address of Builder: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Waterproofing Contractor (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Purchaser & Builder to complete all areas and mail to:
Aquaseal USA, Inc., PO Box 2444, Niagara Falls, NY 14302