

TREMCO VULKEM PRODUCT WARRANTY

WARRANTY OWNER:
(Legal name)

ADDRESS:

WARRANTY NUMBER: XXXX

WORKS DESCRIPTION:
WARRANTY COMMENCEMENT DATE: XX.XX.2022

WARRANTY PERIOD: XX Years

APPLICATOR:
CONTRACT VALUE: Shall not exceed the invoice amount of the goods supplied

PRODUCTS:

1. WARRANTY

- a) Polymer Group Ltd (PGL) hereby warrants to the above named Warranty Owner that, subject to the terms, conditions and limitations of this Warranty that it will replace in containers the above listed waterproofing membrane and topcoat to the extent the waterproofing membrane and topcoat has failed to perform during the warranty period in accordance with the terms of this Warranty and Tremco Vulkem published specifications, provided that the waterproofing membrane and topcoat was installed in accordance with Tremco Vulkem's published recommendations and provided that the Tremco Vulkem maintenance procedures are adhered to.
- b) This warranty is subject to the membrane coating being maintained throughout its life expectancy.
- c) This warranty is subject to an inspection prior to the applicator warranty expiring and thereafter at 3 yearly intervals by the approved applicator to ascertain maintenance requirements at the owner's expense. On notification by the warranty Owner, the Applicator will inspect the surface and at their recommendation any maintenance required, eg, repairs of physical damage etc. must be done by the Applicator or other approved applicators at the client's expense at that time.
- d) This warranty does not cover workmanship which is the sole responsibility of the accredited applicator.

2. EXTENT OF LIABILITY

- a) This warranty shall only apply to any defect in the membrane which permits the entry/escape of water which is solely attributable to faulty product.
- b) The maximum extent of PGL's liability for the cost of any repairs shall not exceed the Contract Value reduced by an equal amount per annum to the expiration of the

Warranty Period to reflect the service received from the waterproofing membrane and topcoat.

- c) PGL shall not be liable for any consequential loss or damage whatsoever arising from or in connection with the supply and application of the waterproofing membrane and topcoat.
- d) Unless requested and expressly agreed, PGL will not perform any design, design checks, engineering calculations or engineer's inspections, certifications or tests that may be required under the Building Act or any other legislation.

3. EXCLUSIONS

This Warranty does not cover any failure of waterproofing membrane and topcoat as a result of -

- a) damage caused by lightning, hailstorms, floods, winds of 159 kph or greater, tornadoes, earthquakes, fire, vandalism, animals, penetration of the waterproofing membrane and topcoat or chemical attack by outside agents;
- b) any intentional or negligent act on the part of the Warranty owner or third party, including but not limited to misuse, abuse, improper treatment or failure to undertake proper maintenance;
- c) excessive distortion, expansion or contraction of the substrate due to faulty construction, or design of building components used in the construction, formation of mobile cracking post application or lack of adequate drainage resulting in accumulation or ponding of water on the waterproofing membrane and topcoat; or
 - post application crack or joint movement that exceeds the extensibility of the membrane product that causes splitting of the membrane;
 - post application cyclic crack and/or joint movement deemed to be greater than 25% of the crack and/or joint width at application.
- d) installation or application of the waterproofing membrane and topcoat not in accordance with the published recommendations of Tremco Vulkem.

4. NOTICE OF FAILURE TO PERFORM

- a) If the Warranty set out in Clause 1 is breached during the Warranty Period, the warranty Owner shall, by notice in writing to the General Manager of Polymer Group Ltd, notify PGL of the failure as soon as possible, and in any event within thirty (30) days of the failure being discovered.
- b) PGL will within a reasonable time of receipt of notification of the failure, inspect the failure. If the failure is within coverage of this Warranty, PGL will, at its own expense provide replacement waterproofing membrane and topcoat in containers.
- c) PGL's sole and exclusive liability for repairs and consequential damages incurred by the building owner and the Warranty Owner as a result of the failure of waterproofing membrane and topcoat to perform is limited to the value of the contract, as invoiced by PGL and reduced by an equal amount per annum to the expiration of the warranty Period to reflect the service provided from the waterproofing membrane and topcoat.
- d) In the event of an emergency which requires immediate repair to the waterproofing membrane and topcoat to avoid substantial damage to the waterproofing membrane and topcoat, building or the building's contents, PGL may instruct the Warranty owner to make temporary repairs.

5. WARRANTY VOIDED

PGL may, upon reasonable written notice to the Warranty owner, void this Warranty for any of the following reasons:

- a) post membrane application building settlement, deterioration, cracking or failure of the substrate.
- b) repairs, alterations or installation of structures or fixtures on, near or through the waterproofing membrane and topcoat having been conducted without approval of PGL.
- c) failure of the warranty Owner to notify PGL within the prescribed time of discovery of the defects or failures of the waterproofing membrane and topcoat.
- d) failure to repair non-warranty defects or failures according to Tremco Vulkem' published specifications.
- e) failure of building owner or Warranty owner to comply with routine and necessary maintenance as prescribed in the Inspection and Maintenance Programme document (issued with this warranty).

6. WARRANTY PERIOD

The warranty period is for the length of time stated on page 1 of this warranty. The Warranty Period shall commence from the Warranty Commencement Date.

7. ACCESS TO SITE

During the Warranty Period and at the time of carrying out any rectification or repair under the terms of this warranty, PGL shall be provided with free access to the Site where the waterproofing membrane and topcoat is located. The cost of installation and removal of any access equipment to provide access to the waterproofing membrane and topcoat location that was not required at the date of application of installing the waterproofing membrane and topcoat, shall be to the account of the Warranty Owner. The cost of any site visit requested under a warranty claim which does not reveal any problem relating to the warranty shall be paid for (at PGL's sole discretion) by the party requesting the inspection at the then current trade consultancy rates.

8. NON-TRANSFERABLE

The Warranty owner's rights under this warranty are not transferable.

9. CONSUMER GUARANTEE ACT 1993

The Consumer Guarantees Act, 1993 does not apply to this warranty.

10. VALIDITY OF WARRANTY

This warranty is valid and enforceable on the condition that PGL have been paid in full for the materials supplied.

- 11. This warranty is given in lieu of any and all other warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose. the remedies herein are the sole and exclusive remedies of the warranty owner for any and all claims arising under, or in connection with or in any way relating to the waterproofing membrane and topcoat. no representative has authority to vary or alter these terms. in no event shall PGL be liable for any damage to the building itself, the contents or function of the building, or any other special, incidental or consequential damages. PGL shall not be liable for any damages which are based upon negligence, breach of warranty, strict liability or any other theory of liability other than the exclusive liability set forth in this warranty.

Signed this _____ day of _____ 2020.

POLYMER GROUP LTD

Director

Accepted on behalf of the Warranty owner.

Signed this day of 2020.

Signature: _____

Name: _____