

30
YEAR

2500 Waterproofing System for Concrete



LIMITED LIABILITY MATERIAL AND LABOR WARRANTY

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| WARRANTY NUMBER: 77459840 | WARRANTY DATE: April, 23, 2022 |
| BUILDING OWNER NAME & ADDRESS: Building owner name Address, city, state and zip code | |
| OWNER CONTACT: Contact Name | CONTACT TELEPHONE: 847-123-4567 |
| CERTIFIED APPLICATOR NAME & ADDRESS: Certified Contractor Name Address, city, state and zip code | |

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| BUILDING ADDRESS: Building name Address, city, state and zip code |
| DESCRIPTION OF AREA COVERED BY THIS WARRANTY: description of the area or areas that have had the product applied. |

This warranty is effective from: **04/23/2022** through: **04/24/2052**

Subject to the terms, conditions, and limitations stated below, Alchemco®, a division of MBC North America, Inc. ("Alchemco") warrants to the Building Owner ("Owner") of the described concrete structure, that; Alchemco will repair any leak, covered by this warranty, in the **Alchemco TechCrete® 2500 Waterproofing System for Concrete** ("TechCrete 2500") Installed by an Alchemco Certified Applicator for a period of **thirty (30) years**, as shown above, commencing with the date of Alchemco's acceptance of the TechCrete 2500 System installation. However, in no event shall Alchemco's obligations extend beyond the **thirty (30) years**. This warranty includes coverage of any future cracks that may occur of no more than 1/64" width (.4 mm).

"Installed" is defined as an installation using all TechCrete, ACR and branded products as required by the project, as manufactured or provided by Alchemco, and as stated within the TechCrete 2500 Specifications, Details Drawings and Technical Documents. All TechCrete branded products will be covered in full by this warranty.

ACR branded products and accessories will only be covered by this warranty, if they are inspected by an Alchemco Technical Representative every 5 years, commencing with the date of this warranty; and the owner in cooperation with an approved Alchemco Certified Applicator, has performed maintenance work as directed by the Alchemco Technical Representative in writing.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Alchemco with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Alchemco TechCrete 2500 Waterproofing System. Owner should send written notice of a leak to Alchemco at the address set forth at the bottom of this warranty. **NOTE: Notifying your contractor or Alchemco Certified Applicator does not constitute notice to Alchemco.** By so notifying Alchemco, the Owner authorizes Alchemco or its designated representative to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
- If, upon inspection, Alchemco determines that the leak is caused by a defect in the TechCrete 2500 System, or the workmanship of the TechCrete Certified Applicator, Owner's remedies and Alchemco's liability shall be limited to Alchemco's repair of the leak.
- After the first **two (2) years** from the date of commencement as described above, the replacement or repair costs that Alchemco will pay will be reduced proportionately by the amount of usage the Purchaser has received from the Products, based on a **thirty (30) year** warranty period. Alchemco will therefore pay a percentage of the reasonable replacement cost, which will be calculated by dividing the number of months remaining in the warranty period by the number of months in the original warranty period.
- Alchemco shall have no obligation under this Warranty while any bills for installation, supplies, service, or warranty charges have not been paid in full to the Alchemco Certified Applicator, Alchemco, or the material suppliers.
- This warranty shall not be applicable if, upon inspection, Alchemco determines that any of the following has occurred:
 - The TechCrete 2500 System installation is damaged by natural disaster, including, but not be limited to, lightning, fire, insect infestation, earthquake, tornado, or hurricane. Alchemco shall not be responsible for any changes in appearance or surface imperfections caused by hail incidents;
 - The TechCrete 2500 System is damaged by any intentional or negligent act, accident, misuse, abuse, vandalism, civil disobedience, or the like;
 - Loss of integrity of the building envelope or structure including, but not limited to, partial or complete loss of decking, wall siding, windows, doors, or other envelope components, or from damage by wind-blown objects;
 - Deterioration or failure of building components including, but not limited to, substrate, walls, mortar, HVAC units, non-Alchemco brand materials, etc., occurs and causes a leak, or otherwise damages the TechCrete 2500 system;
 - The Alchemco TechCrete 2500 Waterproofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture;

(f) The Owner fails to make the required maintenance to the ACR branded products used within the TechCrete 2500 Waterproofing System as directed in writing by the Alchemco Technical Representative during the 5-year inspection requirement;

(g) Owner fails to utilize the original TechCrete Certified Applicator or an alternative TechCrete Certified Applicator as approved by Alchemco.

6. This Warranty shall be null and void if any of the following shall occur:

(a) If, after installation of the TechCrete 2500 System by a TechCrete Certified Applicator there are any alterations, repairs or additional coatings made to, on or through the protected surface without first obtaining written authorization from Alchemco, or it is found that any product(s) other than TechCrete and ACR branded products were used after the initial installation of the project; or

(b) Failure by the Owner to use reasonable care in maintaining the protected area, said maintenance to include, but not be limited to, those items listed on Alchemco's Technical Data documents and any subsequent inspections by an Alchemco Technical Representative.

7. During the term of this Warranty, Owner shall provide Alchemco with reasonable access to the project and the protected surface during regular business hours.

8. Alchemco's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Alchemco shall not be responsible for the cleanliness, discoloration, or appearance of the Alchemco TechCrete 2500 Waterproofing System or the finished surface, which may have been caused by environmental conditions including, but not limited to, dirt, grease, oil, efflorescence, pollutants, or biological agents.

10. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the TechCrete 2500 Waterproofing System by an Alchemco representative.

11. If any dispute, claim, or controversy arises from or relates to this warranty, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this warranty shall be settled by arbitration in the Commonwealth of Virginia administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

12. This warranty shall be governed by the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws.

ALCHEMCO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY ALCHEMCO OR ANY PRIOR EXISTING WATERPROOFING MATERIAL. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE PRODUCTS. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALCHEMCO SHALL HAVE NO LIABILITY UNDER ANY THEORY OF LAW FOR ANY CLAIMS, REPAIRS, RESTORATION, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL OR INCIDENTAL DAMAGES, RELATING DIRECTLY OR INDIRECTLY TO THE PRESENCE OF ANY IRRITANTS, CONTAMINANTS, VAPORS, FUMES, OR THE LIKE IN ANY BUILDING OR IN THE AIR, LAND, OR WATER SERVING ANY BUILDING. NO REPRESENTATION OF ALCHEMCO HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

NOTE: Some states do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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| AUTHORIZED REPRESENTATIVE | Kerston Russell, Technical Director & Chief Architect |
| SIGNATURE | DATE 04/23/2022 |

