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 above described building, that; Alchemco will replace or repair any TechCrete® Waterproofing Products (TechCrete) that is shown to have a manufacturing defect, for a period of twenty (20) years, as shown above, commencing with the date product was delivered. However, in no event shall Alchemco’s obligations extend beyond the twenty (20) years.

TERMS, CONDITIONS, LIMITATIONS
1. Owner shall provide Alchemco with written notice via letter, fax or email within thirty (30) days of the discovery of any manufacturing defect in the TechCrete product. Owner should send written notice of manufacturing defect to Alchemco at the address set forth at the bottom of this warranty. By so notifying Alchemco, the Owner authorizes Alchemco or its designated representative to investigate the defect. Should the investigation reveal the cause of the defect is outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.

2. If, upon inspection, Alchemco determines that the problem has been caused by a manufacturing defect in the TechCrete product, Owner’s remedies and Alchemco’s liability shall be limited to Alchemco’s replacement of the product.

3. After the first year from the date of first purchase, the replacement costs that Alchemco will pay will be reduced proportionately by the amount of usage the Purchaser has received from the Product, based on a twenty (20) years 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.

4. This warranty shall not be applicable if, upon inspection, Alchemco determines that any of the following has occurred:
   (a) The TechCrete product installation is damaged by natural disaster, including, but not limited to, lighting, fire, insect/animal infestation, earthquake, tornado, and hurricane. Alchemco shall not be responsible for any changes in appearance or surface imperfections caused by hail incidents;
   (b) The TechCrete product is damaged by any intentional act, negligent act, accident, misuse, abuse, vandalism, civil disobedience, or the like;
   (c) 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; or
   (d) 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 product.

5. This Warranty shall be null and void if any of the following shall occur:
   (a) If, after application of the TechCrete product there are any alterations or repairs made on or through the protected surface without first obtaining written authorization from Alchemco; 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.

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

7. 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 Alchemco or material suppliers.

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 any TechCrete product 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. 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, molds, fungi, bacteria, spores, mycotoxins, or the like, in the building or in the air, land, or water serving the building.

11. 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 product by a Alchemco representative.

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. THERE ARE NO OTHER WARRANTIES EXPRESSED 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 IRITANTS, CONTAMINANTS, VAPORS, FUMES, OR THE LIKE IN ANY BUILDING OR IN THE AIR, LAND, OR WATER SERVING ANY BUILDING.