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 repair any leak in the Alchemco TechCrete® 2500 Waterproofing System (“TechCrete 2500”) installed by an Alchemco Certified Applicator for a period of fifteen (15) 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 fifteen (15) years. This warranty includes coverage of any future cracks that may occur of no more than 1/64” width (.3 mm). “Installed” is defined as installation using all TechCrete and Alchemco Clean & Repair (ACR) products, as stated within the TechCrete 2500 specifications, Details Drawings and Technical Documents.

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 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. By 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.

2. If, upon inspection, Alchemco determines that the leak is caused by a defect in the TechCrete 2500 Waterproofing materials, 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.

3. After the first two (2) years from the date of first purchase, the replacement or repair costs that Alchemco will pay will be reduced proportionately by the amount of usage that the Purchaser has received from the Products, based on a fifteen (15) 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 2500 system installation is damaged by natural disaster, including, but not 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; (b) The TechCrete 2500 system is damaged by any intentional or 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-blowen objects; (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 2500 system; or (e) 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.

5. 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 or repairs made 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 products were used during the 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.

6. During the term of this Warranty, Owner shall provide Alchemco with reasonable access to the project and the protected surface 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 the Alchemco Certified Applicator, 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 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. 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, mycoxotins, 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 2500 Waterproofing System 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 IRRITANTS, CONTAMINANTS, VAPORS, FUMES, OR THE LIKE IN ANY BUILDING OR IN THE AIR, LAND, OR WATER SERVING ANY BUILDING.