



## TUFF-N-DRI® Membrane Only



### TUFF-N-DRI Membrane Only 15-YEAR LIMITED WARRANTY

#### This Warranty is From:

This limited warranty ("Warranty") is provided by Tremco Barrier Solutions, Inc. ("TBS"), 6402 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391; phone: 800-876-5624.

#### This Warranty is To:

To you if you are a consumer purchaser ("Buyer") of 1) a new single family detached Residence, or 2) a multi-family unit with separate unit ownership, or 3) a multi-family Residence with single ownership which has had TUFF-N-DRI® Membrane applied to the building's foundation walls. The foundation walls must be vertical, no more than a single story, and made of either poured concrete or parged concrete blocks.

#### What is Covered:

THIS WARRANTY DOES NOT GUARANTY OR WARRANT THAT IRRITANTS, SUCH AS MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED.

Under normal use and service, the vertical surface of your foundation wall not obscured or covered by other building materials should be free of water leakage or seepage through the areas that are treated with TUFF-N-DRI Membrane Only product ("Leakage"), EXCEPT FOR EXCEPTIONS, EXCLUSIONS AND LIMITATIONS SET FORTH BELOW.

#### What We Will Do if the Product Fails:

If the TUFF-N-DRI Membrane fails, we will either repair or have repaired the area in question or provide replacement of TUFF-N-DRI Membrane as your remedy, including the removal of soil and/or interior finish, if any, attached to the wall, and the reinstallation of the removed soil and/or interior finish. We will exercise our judgement and shall have the sole option to select the best method by which to remedy Leakage. We will undertake the cost of providing any replacement TUFF-N-DRI Membrane necessary and pay for labor costs necessary to reapply or patch the TUFF-N-DRI Membrane within a reasonable time. Our total responsibility during the life of this Warranty shall not exceed an amount equal to \$3.00 per square foot of foundation wall treated with TUFF-N-DRI Membrane and requiring repair, or a total of \$5,000, whichever is lower.

#### Costs That You will Be Responsible For:

To the extent the following applies to your situation, you will be responsible for certain costs associated with repair or replacement of TUFF-N-DRI Membrane. Costs that we do not accept are:

1. Removing or replacing trees, grass, or other landscaping.
2. Removing or replacing interior or exterior components of the building or wall which are obstacles to repair (e.g., steps, garage or garage floors, patio or patio floors, porch or porch floors, decks)
3. Removing or replacing interior furnishings or fixtures (e.g., carpeting, furniture, etc.)
4. Removing or replacing other obstacles that affect repair or damage thereto.

#### EXCLUSIONS:

TBS DOES NOT GUARANTY OR WARRANT THAT IRRITANTS, SUCH AS MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED.

THIS WARRANTY EXCLUDES ANY LIABILITY OR CLAIMED DAMAGES RELATED TO MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS. ADDITIONALLY, THIS WARRANTY EXCLUDES ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITH OUT LIMITATION THOSE ATTRIBUTABLE TO BREACH OF ANY WARRANTY MADE WITH REGARD TO TUFF-N-DRI MEMBRANE. AS AN EXAMPLE, THIS MEANS WE WILL NOT TAKE RESPONSIBILITY FOR ANY DAMAGES, CLAIMS, SUITS, LOSSES OR COSTS YOU MIGHT SUSTAIN THAT ARE RELATED TO LEAKAGE, MOLD, MILDEW, FUNGI, AIR QUALITY, DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR FOR COSTS OF REPAIR OR REPLACING TUFF-N-DRI MEMBRANE OTHER THAN THAT SPECIFICALLY PROVIDED UNDER THIS WARRANTY.

This Warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the exclusion of consequential or incidental damages may not apply to you.

#### LIMITATIONS AND EXCEPTIONS:

- A. THIS WARRANTY DOES NOT APPLY AND TBS HAS NO RESPONSIBILITY FOR MOLD, MILDEW, FUNGI OR AIR QUALITY.
- B. This Warranty does not apply and TBS has no responsibility for Leakage resulting from:
  1. Cracks or defects greater than 1/16", including structural defects in the walls, footings or foundation regardless of cause.
  2. Damage to the installed TUFF-N-DRI Membrane or to walls due to abnormally harsh kfill. For example, we are not liable for damage caused by sharp angular stone or construction debris.

3. Defective or inadequately functioning interior, exterior, or an interior/exterior foundation drainage system.
4. Interior, exterior, or an interior/exterior foundation drainage system that at the time TUFF-N-DRI Membrane is applied does not meet or exceed local construction codes or good construction practices.
5. Use of a foundation drainage board, foundation drainage mat, or similar foundation drainage media without a functioning interior, exterior, or an interior/exterior foundation drainage system.
6. Grading which does not slope away from the structure sufficiently to drain water away from the structure or which results in a grade line extending above TUFF-N-DRI Membrane that allows water to penetrate above TUFF-N-DRI Membrane.
7. Insufficient hydrostatic resistance at the exterior base of the foundation walls and across any floor within the foundation walls that allows water migration through joints where the floor meets the walls or into the structure through basement floors or drains.
8. Defective or inadequately functioning gutters or downspouts.
9. Condensation on the foundation walls or interior finish.
10. Openings for pipes, cables, ducts and other intrusions into or alterations of the waterproofed walls made after application of TUFF-N-DRI Membrane.
11. Application of TUFF-N-DRI Membrane by a contractor other than a TBS Barrier Solutions Contractor.
12. The use of expansion or contracting devices in the design of the wall's structure.
13. Any construction technique used by a builder or subcontractor that allows water to enter above, below, or behind TUFF-N-DRI Membrane.
14. Any contact by TUFF-N-DRI Membrane with any other surface including but not limited to backfill soil, protection boards, or foundation drainage systems prior to the required 24-hour cure time.
15. Any technique, including but not limited to mechanical fasteners, which penetrates TUFF-N-DRI Membrane after application.

No waiver by TBS of any limitation, term or condition of this Warranty shall operate as a waiver of any other limitation, term or condition applicable to the claim, or to any future claim, whether of like or different nature. No delay or failure on TBS' part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on TBS' part of such right or claim.

#### Disputes:

TBS and Buyer specifically agree that any controversy or claim arising out of this Warranty shall be settled by arbitration in the State of Ohio (as exclusive venue) administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### Warranty Duration:

This Warranty extends fifteen (15) years from the date of completion of the TUFF-N-DRI Membrane Application.

#### Transferability:

This Warranty may be transferable to subsequent Buyers provided certain conditions are satisfied. To request a transfer of any remaining Warranty, the subsequent Buyer must complete the attached Transfer Request and return it along with a \$350.00 processing fee payable to Tremco Barrier Solutions, Inc. to the address denoted below within 60 days after the closing date of the purchase from the previous Buyer. If TBS, at its sole discretion, does not approve the Transfer Request, then the \$350.00 processing fee will be refunded.

#### Claims Procedure:

If Leakage occurs which you believe is through TUFF-N-DRI Membrane, please notify Tremco Barrier Solutions, Inc., TUFF-N-DRI Membrane, 6402 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391, phone: 800-876-5624. Notification must be within thirty (30) days of the discovery of the Leakage. Upon receipt of such notification, TBS will make a prompt investigation of the claim and perform its obligations as required herein.

#### Registration:

Please complete and mail the attached registration within thirty (30) days after Buyer's purchase of so as to provide notice as to the identity of the Buyer of this Warranty.

#### Severability:

If any part of this Warranty shall be determined to be invalid then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.