



TERAPRO VTS WATERPROOFING GUARANTEE UNREINFORCED SYSTEM

Guarantee No.:
Guarantee Date:

Whereas, Siplast, Inc., an Arkansas corporation ("SIPLAST") has sold materials that have been used in a waterproofing system installed at the facility owned and described as follows.

OWNER:
ADDRESS OF OWNER:

DECK TYPE:
TERAPRO SYSTEM: Unreinforced Terapro VTS

JOB NAME & LOCATION:

AREA (in squares):

ADDRESS OF BUILDING:

APPLIED BY:

USE OF BUILDING:

COMPLETION DATE:

NOW, THEREFORE, SIPLAST, HEREBY GUARANTEES TO THE ABOVE OWNER: (Subject to the following terms and conditions), that SIPLAST will repair leaks in the waterproofing system installed at subject location herein described for a period of ten [10] years, commencing on date of substantial completion of such installation, caused by faulty Siplast waterproofing materials or faulty workmanship in the installation of the waterproofing system.

If Siplast conducts repairs that are not its responsibility under the terms of this guarantee, all actual and associated costs of such repairs shall be entirely the responsibility of Owner, and Siplast shall be reimbursed for all such costs incurred.

7. Damage to the waterproofing system caused by movement of metal work used in conjunction with the waterproofing system.
8. Damage to the waterproofing system caused by vandalism.
9. Damage to the waterproofing system caused by exposure to chemical attack.
10. Damage to the waterproofing system caused by tire studs, spikes, or chains.
11. Damage to the waterproofing system resulting from deterioration of maintenance items such as elastomeric sealant or precast concrete joint treatment materials, even if supplied by Siplast.
12. Damage to the waterproofing system resulting from inadequate or faulty design.

This Guarantee shall be subject to the following additional terms and conditions.

A. SIPLAST, shall be liable under this guarantee only if:

1. The waterproofing system is installed according to SIPLAST specifications;
2. The installation is by a contractor approved in advance by SIPLAST;
3. The use of SIPLAST materials has been approved in advance by SIPLAST.

C. EXCLUSIONS FROM COVERAGE

This guarantee does not cover leaks which result from either occurrences beyond the control of SIPLAST or mistreatment of the waterproofing system, both of which include but are not limited to the following:

1. Damage to the waterproofing system caused by structural defects or failure of any substrate component, including defects in application of the substrate components.
2. Damage to the unreinforced waterproofing system caused by cracks or ruptures in structural base.
3. Damage to the reinforced waterproofing system caused by cracks or ruptures in structural base exceeding 1/16-inch (1.5 mm) wide at any point.
4. Damage to the waterproofing system caused by lightning, windstorm, hail, earthquake, tornado, hurricane, or similar unusual occurrences.
5. Damage to the waterproofing system caused by any deliberate or negligent act in maintaining the system.
6. Damage to the waterproofing system caused by unauthorized repairs, or subsequent work on or through the system without prior written approval by SIPLAST of the methods and materials to be used.

D. LIMITATION OF LIABILITY

SIPLAST shall be liable only for the cost of repair or replacement (at Siplast's option) of such existing waterproofing system or replacement with an alternative waterproofing system by a SIPLAST approved contractor. SIPLAST shall not be liable for damages to other components of the building or the contents or for incidental or consequential damages. The expense of removing and replacing pavers, stone ballast, overburden, or any other surface coverings built over the waterproofing system shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST hereunder that SIPLAST have access to the project during business hours throughout the term of the guarantee. This guarantee shall be subject to all costs of installation being paid, including those of the installation contractor.

B. NOTICE OF CLAIM

Owner agrees to promptly notify Siplast of need for repairs covered by this guarantee. Such repairs will be commenced within a reasonable period of time after receipt of said notice from Owner, subject to delays by strikes, acts of God, or other causes beyond reasonable control of the Siplast, providing Owner has furnished to Siplast releases of liability from building occupants who might be affected by repair operations and has removed, at Owner's expense, obstructions, additional equipment, or structures installed after the date of waterproofing system installation that would hinder or interfere with repairs being made in a most expedient and cost effective manner.

THIS GUARANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SIPLAST, INC.

By: _____
James N. Mollenhoff, President

