

TERAPRO WATERPROOFING MEMBRANE GUARANTEE
REINFORCED SYSTEM
SAMPLE



Guarantee Date:

Expiration Date:

Guarantee No.:

WHEREAS, SIPLAST, INC., (SIPLAST) Highway 67 South, Arkadelphia, Arkansas has sold materials which have been used in applying Terapro Reinforced Waterproofing Membrane to a building, owned and described as follows

OWNER:

TERAPRO SYSTEM:

ADDRESS OF OWNER:

STRUCTURAL DECK:

SURFACING:

JOB NAME & AREA:

WATERPROOFING AREA:

ADDRESS OF BUILDING:

WATERPROOFING CONTRACTOR:

USE OF BUILDING:

COMPLETION DATE:

NOW, THEREFORE, SIPLAST, HEREBY GUARANTEES TO THE ABOVE OWNER: (Subject to the following terms and conditions), that said Waterproofing Membrane (herein "Membrane") shall remain in a leak-free condition resulting from a defect in manufacturing, and workmanship deficiencies associated with Membrane installation, or through typical weather or wear and tear for a term of ten (10) years, ending on the expiration date indicated above; or SIPLAST in its sole determination and in good faith shall repair the leak in the Membrane at its own expense. This Guarantee is an unlimited type without proration or deductibles on dollar coverage amount for remedying leak causes as generally defined above. Guarantee coverage provides a remedy for leaks only and does not extend to aesthetic issues or concerns. This Guarantee shall be subject to the following additional terms and conditions:

A. SIPLAST, SHALL BE LIABLE UNDER THIS GUARANTEE ONLY IF:

1. The Membrane is installed according to SIPLAST specifications;
2. The installation is by a waterproofing system contractor approved in advance by SIPLAST;
3. The use of SIPLAST materials has been approved in advance by SIPLAST.
4. The surfacing system consisting of Pro Quartz/Pro Color Finish or Pro Texture beads/Pro Color Finish is maintained by the owner as required to provide full and continuous coverage for the full guarantee term.
5. The finish maintenance referenced in A.4 is performed by a contractor approved in advance by SIPLAST.
6. All costs of installation have been paid, including those of the installing contractor.

B. OWNER OBLIGATIONS

1. **Leak Complaints & Claims.** Leak complaints must be formally registered by the Owner directly to Siplast. Contact can be made by calling 1-800-922-8800 or through the Siplast website www.siplast.com (select *Leak Complaint Form*). Any claim hereunder shall be deemed waived unless the owner shall have given SIPLAST formal notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered. Leak repairs resulting from a cause not covered by the Guarantee are the direct responsibility of the Owner.
2. **Temporary Emergency Repairs.** The Owner is permitted to effect temporary repairs in the event of a waterproofing system leak as appropriate to protect the building and its contents and to protect the waterproofing system from water intrusion. Such repairs must be limited to the immediate area causing the leak using materials compatible with the Membrane. Permanent repairs must be completed by a Siplast Select Contractor authorized by Siplast in advance.
3. **Maintenance Items.** Owner required maintenance consists of periodic inspection and replacement as described in A.4.

4. **Guarantee Transferability.** This Guarantee may be transferred or assigned to a new owner provided the functional use of the building has not significantly changed, and provided all Siplast procedures have been properly effected as well as all fees for such transfer have been paid in full by the new owner of the property. Owner shall have given formal notice to Siplast for a request for guarantee transfer. This Guarantee is not automatically transferable or assignable by contract or operation of law, either directly or indirectly.
5. **Traffic Surfaces/Overburden.** The expense of removing and replacing traffic surfaces or other overburden system built over the waterproofing are shall be borne by the Owner.

C. EXCLUSIONS FROM COVERAGE

- This Guarantee does not cover leaks which result from either occurrences beyond the control of SIPLAST or mistreatment both of which include, but are not limited to the following:
1. Damage to the Membrane caused by lightning, windstorm, hail, earthquake, tornado, hurricane, or similar unusual weather occurrences.
 2. Damage to the Membrane caused by unauthorized repairs, or subsequent work on or through the Membrane without prior written approval by SIPLAST of the methods and materials to be used.
 3. Damage to the Membrane caused by cracks or ruptures in the structural base exceeding 1/16 inch (1.5 mm) wide at any point.
 4. Damage to the Membrane caused by structural defects or failure of any substrate component, including moisture within the substrate, defects in application or preparation of substrate components.
 5. Damage to the Membrane caused by loss of adhesion due to substrate deficiencies, including, but not limited to, the presence of concrete affected by carbonation, ionic compounds or soluble salts, concrete curing compounds, surface densifiers, organic contaminants, alkali-silicate reaction (ASR), alkali-aggregate reaction (AAR), shale/ironstone, coal pop-out or other expansive reactions of aggregate or reinforcement materials.

6. Damage to the Membrane caused by any deliberate or negligent act in maintaining the waterproofing system or lack of maintenance of the Pro Quartz/Pro Color Finish or Pro Texture Beads/Pro Color Finish surfacing components referenced in A.4 or elastomeric sealants.
7. Damage to the Membrane caused by abnormal, excessive or abusive traffic, point loads, or falling objects.
8. Damage to the Membrane caused by movement of metal work used in conjunction with the Membrane.
9. Damage to the Membrane caused by installation of a sprinkler system or air conditioning equipment, radio or television antenna, framework for signs or photovoltaic arrays, water tower or other installation on the Membrane after the installation of the Membrane without a prior written approval by SIPLAST of the methods and materials to be used.
10. Damage to the Membrane caused by a change in use of the building without prior written approval of SIPLAST.
11. Damage to the Membrane resulting from chemical attack or from other compounds demonstrated to be deleterious to the composition of the membrane.
12. Damage to the Membrane caused by moisture entering the waterproofing system through adjoining walls and wall copings, penetrations or other adjoining building components which are not waterproofed and detailed using approved Siplast materials, specifications and recommendations.
13. Damage to the Membrane caused by moisture entering the waterproofing system through moisture condensation resulting from building or waterproofing system design flaws, or similar conditions beyond the control of Siplast.

D. LIMITATION OF LIABILITY

SIPLAST shall be liable only for the cost of repair of such existing Membrane or installation of a replacement Membrane by a SIPLAST Select Contractor. SIPLAST, shall not be liable for damages to other non-waterproofing components, the building or the contents or for consequential damages. It shall be a condition to the liability of SIPLAST hereunder that SIPLAST have access to the waterproofing area (including all scaffolding, staging and rigging as may be required by SIPLAST for such access and to be provided by the Owner) during business hours throughout the term of the Guarantee.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW: THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of Siplast, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall Siplast be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth. The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

SIPLAST, INC.

By: **SAMPLE**

Kirk Goodrum, Vice President and General Manager

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