

Warranty No: *****
Today's Date: *****
Exp: *****

Architectural Wall Coating Material Warranty

**PROJECT
NAME**

APPLICATOR

**ARCHITECT/
ENGINEER**

**GENERAL
CONTRACTOR**

OWNER

**DATE OF
SUBSTANTIAL
COMPLETION**

PRODUCT(S)

**TYPE
OF WORK**

Tremco Incorporated ("Tremco") hereby warrants to the Owner, subject to the terms, conditions and limitations stated herein, that the Tremco Vulkem Wall Coating ("Product") specified above is free of manufacturing defects and conforms to published physical properties and quality control standards in force at the time product was purchased and, when installed in accordance with Tremco's written Application Instructions and in applications approved by Tremco as suitable for the Product, will have a useful life under normal service conditions for a period of [#] year(s) from the date of substantial completion.

In the event the Product is proven not to have performed in accordance with the Warranty during the warranty period, the Owner shall immediately notify Tremco and confirm such notice in writing within thirty (30) days. Tremco's sole responsibility under this Warranty shall be to provide sufficient replacement material to replace the non-conforming product, and such remedy shall constitute the limit of the Company's liability and obligation. During the term of this Warranty, agents or employees of Tremco shall be afforded opportunities to inspect any such areas at such time as Tremco may reasonably request.

Tremco makes no warranty with respect to color-fastness or appearance; disintegration of the substrate, mechanical damage caused by individuals, tools or other outside agents; or any change in the appearance of the product from accumulated dirt or other contaminants.

EXCLUSIONS:

This Warranty does not apply where any unsatisfactory condition is resulting from misuse or abnormal use or conditions such as, but not limited to:

1. Structural cracks or defects.
2. Faulty construction, design settlement or expansion of the structure, infiltration or condensation of moisture entering the building from any part of the building structure, including but not limited to walls, copings, parapet walls, underlying components, chimneys, skylights, vents hardware or equipment.
3. Any unauthorized repairs, replacements or alterations without the written consent of the undersigned.
4. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds, tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane or chemical attack by outside agents.
5. Exposure to chemicals and/or substances that are determined by Tremco to be harmful to the Product.

Warranty No: *****
Page No: 2

Tremco's obligations under this Warranty are expressly conditioned upon receipt of full payment for the Product and the Owner's compliance with each of its responsibilities described in this Warranty Document. Any delay in full payment to Tremco shall not extend the Warranty Period.

The total liability of Tremco over the life of this Warranty shall not in any event exceed the dollar value of the original cost of the Product as specified above. No representative of Tremco has the authority to make any representations or provisions except as stated herein.

This Warranty is issued to the above-named Owner and is transferable with the written consent of Tremco.

THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. TREMCO SHALL NOT BE LIABLE FOR DAMAGE TO THE PROJECT STRUCTURE OR INTERIOR CONTENTS OR FOR ANY OTHER CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS WARRANTY OR THE PERFORMANCE OF THE MATERIALS COVERED BY THIS WARRANTY, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE OR OTHER THEORY OF LIABILITY.

TREMCO INCORPORATED
Commercial Sealants & Waterproofing

Michael J. Soeder, VP Sales, NA

TO EXPEDITE PROCESSING, THIS DOCUMENT WILL BE COMPLETED AND DELIVERED IN ELECTRONIC FORM ONLY. AN ELECTRONIC SIGNATURE FROM A TREMCO REPRESENTATIVE ON A COMPLETED WARRANTY DOCUMENT IS VALID AND BINDING AND IS ENFORCEABLE TO THE SAME EXTENT AS A PENNED SIGNATURE.