

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

**Standard Membrane Warranty**

**PROJECT  
NAME**

**APPLICATOR**

**ARCHITECT/  
ENGINEER**

**GENERAL  
CONTRACTOR**

**OWNER**

**DATE OF  
SUBSTANTIAL  
COMPLETION**

**PRODUCT(S)**

**TYPE  
OF WORK**

TREMproof Membrane materials, when applied to various construction materials following the procedures, instructions and conditions of Tremco Incorporated ("Tremco") as set forth in our written specifications, technical data sheets and application instructions is covered by the following warranty:

*[/#] - year(s) Warranty:* Tremco warrants to the Owner that for a period of *[/#] year(s)* following the date of substantial completion, TREMproof Membrane materials, when applied according to directions, 1) will not become brittle or crack due to normal exposure or normal contraction, 2) will cure to a firm rubber like structure, and 3) will meet the requirements of the ASTM specification which applies to the product used. Tremco shall, at its option, either refund the purchase price of, or provide replacement for, that portion of the TREMproof Membrane materials which fail within said *[/#] - year* period to perform in accordance with the Warranty, and such refund or replacement shall constitute the limit of the Company's liability and obligation for any such failure.

The Warranty shall not apply if the membrane is ruptured by any cause other than failure of the TREMproof Membrane materials and/or is subject to misuse or abnormal use or conditions. Tremco makes no warranty with respect to appearance or color.

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.

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.

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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.

**SAMPLE**

**TREMCO INCORPORATED**  
**Commercial Sealants & Waterproofing**

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**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.