

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

**Standard Paraseal Warranty**

**PROJECT  
NAME**

**APPLICATOR**

**ARCHITECT/  
ENGINEER**

**GENERAL  
CONTRACTOR**

**OWNER**

**DATE OF  
SUBSTANTIAL  
COMPLETION**

**PRODUCT(S)**

**TYPE  
OF WORK**

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

Tremco warrants that for a period of [#] year(s) following the date of substantial completion, Tremco Paraseal Products, when applied according to directions will 1) meet the requirements of the ASTM specification which applies to the product used, 2) bridge ruptures caused by cracking of the immediate substrate up to 1/16th inch width and 3) not leak water directly through any individual Paraseal membrane as a result of deterioration caused by ordinary wear and the effects thereof. Tremco shall, at its option, replace or repair that portion of Tremco Paraseal Product which is proven defective and such refund or replacement shall constitute the limit of the Company's liability and obligation for any such defects. In no event shall Tremco's liability exceed the original membrane purchase value. An acceptable method of repair may include negative side injection. It is the responsibility of the Owner to provide access to any areas that require repair.

The Warranty shall not apply if the Paraseal Product is ruptured by any cause other than failure of the Paraseal Product and/or is subject to misuse or abnormal use or condition. Tremco makes no warranty with respect to expansion joints.

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 only with the written consent of Tremco.

Warranty No: \*\*\*\*\*

Page No: 2

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.