

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

10 Plus 10 Vulkem Extreme Wearing System (EWS) Warranty

**PROJECT
NAME**

APPLICATOR

**ARCHITECT/
ENGINEER**

**GENERAL
CONTRACTOR**

OWNER

**DATE OF
SUBSTANTIAL
COMPLETION**

PRODUCT(S)

**TYPE
OF WORK**

The above-listed Vulkem Extreme Wearing System (EWS), when applied and maintained on the above Project according to the procedures, instructions, and conditions of Tremco Incorporated ("Tremco") as set forth in our written specifications, technical datasheets, application instructions and maintenance guidelines (collectively "Tremco Instructions"), are covered by the following warranty:

10 Plus 10 Year Warranty. Subject to the terms, conditions and limitations set forth herein, Tremco warrants that for a period of 10 Years following the Completion Date above (the "Initial Term"), Tremco's Vulkem EWS when applied to a sound, properly prepared substrate in accordance with Tremco Instructions 1) will not crack due to normal exposure or normal expansion or contraction, 2) will not fail cohesively or adhesively under conditions of normal wear and tear where movement and/or cracking of the underlying substrate does not exceed 1/16 of an inch, and 3) will not wear through to the base coat when exposed to normal vehicular use. Upon receipt of a written request of the Owner within thirty days prior to expiration of the Initial Term, Tremco will inspect the Vulkem EWS and will extend this Warranty under its original terms for an additional 10-Year period (the "Extended Term"), provided: (i) the Vulkem EWS has been properly maintained according to Tremco Instructions and have not been subject to abuse or misuse and/or damaged by any acts or conditions that are outside coverage under the terms of this Warranty; and (ii) the Owner completes, to Tremco's reasonable satisfaction, all Tremco recommended maintenance to the Vulkem EWS (at the Owner's expense), including without limitation application of a new Vulkem top coat in conformance with Tremco Instructions. Tremco makes no warranty with respect to appearance or color of the Vulkem EWS.

Owner shall notify Tremco immediately of any alleged failure of the Vulkem EWS to perform as warranted during the Warranty Period (whether Initial or Extended) and shall confirm such notice in writing within thirty (30) days thereafter, including a description of the location, scope and nature of the alleged failure. Upon receipt of the notice and verification of Warranty coverage, Tremco shall, at its option, either refund the purchase price of, or provide materials sufficient to replace, that portion of the Vulkem EWS that is not in compliance with the terms of this Warranty.

Tremco's obligations and Owner's rights under this Warranty shall be void if:

- (i) the Vulkem EWS is repaired or altered by persons not authorized or approved in writing by Tremco; and/or
- (ii) the Vulkem EWS is ruptured, cracked or otherwise damaged by any misuse or abnormal use or conditions, including but limited to, acts of vandalism, terrorism or war, snow plowing, natural disasters, industrial truck or heavy equipment traffic, building alterations or structural defects, surface scaling or spalling of underlying concrete or substrates or any cause other than defects in the Vulkem EWS as manufactured and supplied by Tremco; and/or

(iii) the Owner fails to properly maintain the Vulkem EWS in accordance with Tremco Instructions during the Warranty term or fails to comply with its notice or other obligations set forth herein.

Tremco's obligations under this Warranty shall only become effective upon receipt of full payment for all Vulkem EWS and related materials supplied on the Project. Any delay in Tremco's receipt of full and final payment shall not extend the Warranty term.

This Warranty is issued to the above listed Owner and is not assignable or transferable without the express written consent of an authorized representative of Tremco. 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.

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

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