

TK HYDROMAX® WATERPROOFING SYSTEMS

HYDROMAX® Waterproofing System Limited Warranty RESIDENTIAL

(1) Conformance with Specifications and General Warranty. When the specifications and requirements, as well as TK Products' requirements have been met, TK Products warrants to the Original Owner that the Materials, when applied by a qualified applicator and applied at the specified square-footage rate: (i) conform to the Specifications and (ii) are free from manufacturing defects and are fit for the ordinary purposes for which such materials are used. TK-2002 meets the following industry standards. TK-2002 Foundation Waterproofing: ASTM C836 Sec. 6.5 Hardness; ASTM C836 Sec. 6.6 Weight Loss; ASTM C836 Sec. 6.7 Low Temp Flexibility and Crack Bridging; ASTM C-836 Sec. 6.9 Film Thickness Vertical Surface; ASTM C836 Sec. 6.12 Extensibility after Heat Aging; ASTM C794 Adhesion After Water Immersion; ASTM E96-80 Water Vapor Permeance; Sec. 4.4 of AC-29 Hydrostatic Pressure Resistance.

(2) Coating Materials – Specific Warranties. When the specifications and requirements, as well as TK Products' requirements have been met, TK Products further warrants to the Original Owner for the Warranty Period stated above, commencing on the date when the original application of the Materials is completed, that: (i) The TK Products Materials specified above, when applied by a qualified applicator and applied at the specified square-footage rate to a clean, dry and structurally sound surface will not split, chip, peel, flake under ordinary wear due to (a) the condition of those materials when so applied, (b) the manner in which those materials are so applied or the conditions under which those materials are so applied, or (c) any failure of those materials, when so applied, to conform to the Specifications.

(3) Written Notice of Material Failure; Replacement; Exclusive Remedy. In the event of any circumstances or occurrences indicating at any of the Materials, when applied as above stated, has failed to perform as warranted in this Limited Warranty, a written notice of Material failure setting forth all facts relating to such circumstances or occurrences which are then known to the officers, employees, and agents of the claiming party shall be delivered, or mailed by certified mail/return receipt requested, by the claiming party to TK Products at 11400 West 47th Street, Minnetonka, Minnesota 55343, no later than the earlier of: (i) sixty (60) days after any such circumstances or occurrences first become known to an officer, employee, or agent of the claiming party or (ii) sixty (60) days after the end of the Warranty Period specified above. Following receipt of such written notice of Material failure, if TK Products determines after inspection that any of the Materials has failed to perform as warranted in this Limited Warranty then: What TK Products will do if the product fails: TK Products will replace the Material involved with the same Material for the area or areas adversely affected by such Material failure. The maximum amount that TK Products will reimburse to the property original Owner will be \$5.00 per square foot, or a maximum of \$3,000.00, but not to exceed the original purchase price of the material for the affected area. THIS IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF THE COATING MATERIALS SPECIFIED ABOVE (THE "MATERIALS") TO PERFORM AS WARRANTED AND ALSO SHALL CONSTITUTE LIQUIDATED DAMAGES IN CASE OF LOSS. UNDER NO CIRCUMSTANCES SHALL THE BUYER BE ENTITLED TO ANY OTHER REMEDY OR DAMAGES. REMEDIES FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING INJURY TO PERSON OR PROPERTY RESULTING FROM BREACH OF WARRANTY ARE SPECIFICALLY EXCLUDED. Expenses the Homeowner will be responsible for: To the extent, the following list applies to your situation and you will be responsible for certain costs associated with the repair or replacement of TK Products product. Costs not accepted by TK Products are: 1. The removal or replacement of trees, grass, or other landscaping; 2. The removal or replacement of interior or exterior structures (parts) of the building or wall, which are obstacles to repair (this would include but not be limited to - steps, patio or patio floors, porch or porch floors, garage or garage floors, decks); 3. The removal or replacement of interior structure fixtures, furnishings (this could include but not limited to) furniture, carpeting, drywall, appliances, etc.; 4. The removal or replacement of other obstacles that affect repair or damage thereto.

(4) Limitation of Warranties. The warranties contained in this Limited Warranty do not apply to any circumstances or occurrences other than those circumstances and occurrences specifically stated in Sections 1-2, of this Limited Warranty. By way of example and not in limitation, this Limited Warranty does not cover damage of any kind that is caused by any 1. Structural defect or (including but not limited to structural cracking, or mortar shrinking); 2. Any fire or other casualty; any natural disaster or "act of God," such as windstorm, hail, wind-driven rain, flood, hurricane, lightning, tornado, or earthquake; any act of vandalism; any mold or mildew from any cause, as well as any injuries to persons; 3. Or property; 4. Or other consequential damages; 5. A) Any defects or cracks that are greater than 1/16", including structural defects in the walls, footings, or foundation, regardless of cause; B) Any damage to the applied TK Products product or walls due to any abnormal harsh backfill. (i.e., TK Products is not liable for damage caused by construction debris or sharp angular stone; C) Use of any foundation drainage mat, foundation drainage board, or similar foundation drainage media, without a functioning interior, exterior, or an interior/exterior foundation drainage system; D) Any grading which does not slope away from the structure sufficiently to drain water away from the structure, or which results in a grade line extending above TK Products product that allows water to penetrate above TK Products product; E) Any leakage of water, or moisture, through any joint such as where the floor meets the wall, floor drains, or any intended intrusion; F) Gutters or downspouts that are nonexistent, or not functioning; G) Condensation, for whatever cause, on the foundation walls or interior finish; H) The use of any expansion or contraction products within the wall or floor system; I) The use of any mechanical fasteners on the foundation structure. 6. TK Products does not guarantee or warrant that this product will prevent, or reduce any air or water pollutants such as mold, mildew, fungi, or the like; resulting there-from or from abatement thereof, are specifically excluded under this Limited Warranty. EXCEPT AS STATED IN THIS LIMITED WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH APPLY TO THE COATING MATERIALS SPECIFIED ABOVE (THE "MATERIALS").

(5) Assumption of Further Liability Restricted. TK Products does not authorize any person to assume for TK Products any liability in connection with the sale, use, or application of the Coating Materials specified above other than as stated in this Limited Warranty, unless specifically authorized in advance by the president or vice president of TK Products, a division of The Sierra Corporation, in writing.

(6) Legal Action. Any legal action relating to any claim under this Limited Warranty must be commenced within one (1) year after the written notice of Material failure is required to be given as specified in Section 4 of this Limited Warranty; otherwise, any such claim is waived and barred. This Limited Warranty shall be construed under the laws of the State of Minnesota. Any legal action relating to any claim under this Limited Warranty shall be venued in a state or federal court located in Hennepin County, Minnesota.

*ALL TIES NEED TO BE KNOCKED OFF INSIDE & OUT PRIOR TO THE APPLICATION

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PROJECT INFORMATION:

Project Name: _____ Date: _____

Property Address: _____

PRODUCT INFO

Product:

HYDROMAX® 2002

HYDROMAX® 2003

Product/Application Information

Substrate:

Exterior Block Wall

Exterior Poured Wall

Batch #: _____

Date of Application: _____ Temperature at Application: _____

Notes: _____

APPLICATOR

Applicator's Name: _____

Address: _____

Telephone: _____

Signature: _____

Drain Tile Contractor Name: _____

Telephone: _____

OWNER

Owner's Name: _____ Date: _____

Telephone: _____

Signature: _____