

Sample Only – Registration & acceptance required prior to project start, specific project protocols followed, and warranty requirements met to obtain a warranty



E.SERIES L&M 5-YEAR WATERPROOFING WARRANTY

Limited Warranty: EPRO Services, Inc. (EPRO) warrants that its products conform to EPRO's published specifications, and are free from defects. In addition, the E.Series System (the "System") is warranted for five (5) years, commencing on the date product installation is substantially completed, against water penetration leaks. This warranty shall be non-prorated. In order for this warranty to apply, all of the following conditions must be met: (i) the warranted project must be registered and accepted by EPRO in writing, prior to application of any EPRO product; (ii) all product must be installed by an EPRO Authorized Applicator (AA); (iii) EPRO-supplied Waterstop must be installed in all areas applicable per EPRO installation guidelines; (iv) all fees and costs relating to this Warranty must have been received by EPRO; and (v) the Claims Procedure and Time Limitations set forth below must have been strictly followed.

What is Not Covered: EPRO's warranty shall not cover, and EPRO shall not be obligated to repair, any leaks caused by events beyond its control, including but not limited to structural defects; improper grade levels (grading which does not slope away from the structure sufficiently to drain water away from the structure or results in a grade extending above the waterproofing system allowing water to penetrate above the System); cracks in excess of 1/8th of an inch; substandard or unconsolidated concrete; building alterations; incomplete construction; damage, alterations, or intrusions into the System after installation (e.g. openings for pipes, cables, ducts, etc); defective or inadequately functioning interior, exterior, or interior/exterior foundation drainage systems; the use of expansion or contraction devices in the design of the structure; interior condensation on the foundation wall or interior finish; construction techniques used by a builder or subcontractor that allows water to enter above, below, or behind the System; or alterations to the installed system by subcontractors or others; explosions; earthquakes; or other natural phenomena or acts of God. The waterproofing integrity of expansion joints is the responsibility of expansion manufacturers or others and not covered by this warranty.

Disclaimer of Other Warranties: **NO OTHER WARRANTIES ARE MADE REGARDING THIS SYSTEM, OR THE PRODUCTS CONTAINED THEREIN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Unless this warranty is modified in a writing signed by both parties, this warranty is the complete and exclusive agreement between the parties.

Limitation on Remedies: Should the System or any products perform otherwise warranted hereunder, EPRO and its AA's sole responsibility, and Buyer's exclusive remedy, shall be limited to the cost of repairing and/or replacing the defective area of the System. *In no event shall EPRO's total responsibility during the life of this warranty exceed an amount equal to \$3.00 per square foot of area covered with the System and requiring repair.* EPRO shall have the sole option to select the best method by which to remedy the water penetration. Any leaks covered by this warranty may, at EPRO's discretion, be repaired from the inside of the structure base and the owner of the project shall be responsible for removing equipment, furniture or non-structural interior construction from the area which would hinder the repair operations. Owner shall give EPRO agents and employees reasonable access to the waterproofed area during business hours during the term of this warranty. This warranty shall not include the cost of removing, repairing or replacing: (i) trees, bushes, or other landscaping; (ii) exterior components of any siding, walls or slabs which are obstacles to repair (e.g. steps, garage or garage floors, patio or patio floors, porch or porch floors, decks); (iii) interior furnishings or fixtures (carpeting, furniture, etc.); or (iv) other obstacles to repair or replacement of the defective area. **IN NO EVENT SHALL EPRO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DELAY, LOSS OF USE, CLAIMS OF THIRD PARTIES, OR DAMAGE TO PROPERTY.** No waiver by EPRO of any limitation, term or condition of this warranty shall operate as a waiver of any other limitation, term or condition applicable to the claim or to any future claim whether of like or different nature.

Claims Procedure and Time Limitations: If a defect or water penetration is discovered that is believed to be covered by this warranty, then written notice must be provided to EPRO Services, Inc., P. O. Box 347, Derby, KS 67037. This notice must be received by EPRO within 30 days after the discovery, time being of the essence. Upon receipt of such notification, EPRO will initiate a prompt investigation of the claim and perform its obligations, if any, as stated herein. Any controversy or claim arising out of or relating to this warranty, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in the regional office nearest Wichita, Kansas, in accordance with its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration or any other action for breach of warranty must be commenced within 1 year following discovery of the defect or water penetration leak (and may only be commenced after proper notice to EPRO as set forth herein).

OWNER

AUTHORIZED APPLICATOR

NAME

ADDRESS

This warranty is not valid unless signed and registered by EPRO Services, Inc. _____

WARRANTY NO: _____

WARRANTY START DATE: _____