

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



### E. SERIES MATERIAL 5-YEAR WATERPROOFING WARRANTY

Limited Warranty: EPRO Services, Inc. (EPRO) warrants that its materials conform to EPRO’s published specifications, and are free from defects. The duration of this warranty is 5 years commencing on the date material installation is substantially completed. 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 material; (ii) all material 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.

If the purchaser discovers within this period a failure of this material to conform to this warranty, EPRO must be promptly notified in writing within 30 days at P. O. Box 347, Derby, KS 67037. As the exclusive remedy for any breach of this Warranty, EPRO will refund the price of material only, or replace the defective material, at its election.

What is Not Covered: EPRO does not warrant any material that (a) is not applied in accordance with manufacturer's directions for application (b) is damaged, either before or after application. **NO OTHER WARRANTIES ARE MADE REGARDING THIS PRODUCT, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Limitation on Remedies: 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.

Manner and Time Limit for Enforcing Disputed Warranty: Any controversy or claim arising out of or relating to this Warranty, or the breach thereof, shall be settled by an arbitration administered by the American Arbitration Association in the regional office nearest Wichita, Kansas, in accordance with its Construction Industry Arbitration Rules. Any arbitration or any other action for breach of warranty must be commenced within 1 year following notification of defect.

No Other Warranties: Unless this warranty is modified in a writing signed by both parties, the above-stated warranty is the complete and exclusive agreement between the parties.

	OWNER	APPLICATOR
NAME		
ADDRESS		

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

WARRANTY NO: \_\_\_\_\_

WARRANTY START DATE: \_\_\_\_\_