



## WARRANTY #

Building:

Address:

Owner:

Address:

Area of Application:

Date of Application:

Registered Laurenco Waterproofing Contractor:

City:

State:

City:

State:

### Scope and Term of the Warranty

Laurenco Waterproofing, a Division of FBC Chemical Corporation, hereby warrants, for a period of \_\_\_ years after completion of its installation (the "Warranty Period"), that the Laurenco Waterproofing System described in **Distributor's invoice, number, dated** and used on the **Project's Name** ("the Laurenco System") will remain watertight on the terms stated in this Warranty. Under this Warranty, Laurenco Waterproofing will repair or cause to be repaired any defects in materials or workmanship resulting in leak(s) in the Laurenco System that arise during the Warranty Period to the extent that such leak(s) occur as a result of any of the following causes:

- 1.) Splits or breaks in the Laurenco Waterproofing modified asphalt membrane flashing, otherwise known as Laurenco Sheet due to material failure;
- 2.) Deterioration of any Laurenco Sheet flashing and Laurenco Adhesive component;;
- 3.) Deterioration of the Laurenco Waterproofing and any **additional covered component(s)** **(WILL BE LISTED IN THIS SECTION)**
- 4.) Improper workmanship on the part of the named registered Laurenco Waterproofing Contractor; and/or
- 5.) Splits or breaks in the Laurenco Waterproofing caused by defects in manufacturing.

### Exceptions and Limitations to the Warranty

Laurenco Waterproofing is not be responsible for leaks or damage to the Laurenco Systems caused by any one or any combination of:

- 1.) Terrorism, including but not limited to acts of declared and/or undeclared war, civil unrest, riots, or vandalism;
- 2.) Failure of any component not specified or supplied by Laurenco Waterproofing or FBC Chemical Corporation;
- 3.) Application of, or repairs to membrane or flashing not in accordance with the notice of award & order form furnished to Laurenco Waterproofing and/or made without approval of Laurenco Waterproofing after original completion of the system;

- 4.) *Exposure to chemical(s) and/or substance(s) that have been predetermined by Laurencio Waterproofing to be harmful to the Laurencio Waterproofing Products or its covered components. Please call Laurencio Waterproofing's Technical Support for further information since regulation(s) and product(s) formulations change frequently;*
- 5.) *Damage to the Laurencio System and other covered components due to natural disasters, including wind speeds exceeding 74 miles per hour and/or acts of GOD;*
- 6.) *Damage to the Laurencio System and other covered components due to building settlement or movement, movement of structural components greater than 1/8 inch or structural failure of building components, including expansion joints;*
- 7.) *Misuse of or unapproved alteration to the Laurencio System or its components after its installation, including but not limited to repair work and/or alteration work by anyone other than the Laurencio Waterproofing Contractor, unless such person is approved in writing by an authorized Laurencio Waterproofing technical representative; or*
- 8.) *Failure to maintain the Laurencio System in accordance with any operations and maintenance manual.*

*This Warranty also specifically excludes:*

- 1.) *Damage to the building itself and/or to the contents thereof;*
- 2.) *Any and all consequential, special or indirect damages of any kind including (without limitation) loss of use and loss of profit; and*
- 3.) *Costs of performing, or obligations to perform, any work necessary to afford access or repairs to the defective waterproofing installation work and/or waterproofing material(s), and the restoration work required thereafter. It is the obligation of the Owner to perform or cause to be performed all such work and incur the costs thereof (For example only, if certain work needs to be removed or demolished in order to access or repair the defective waterproofing installation or material, and then subsequently restored after the repairs, the costs of removing, demolishing, and then restoring such certain work is not covered by this Warranty.)*

### **Notice and Inspection**

*If any leak should occur within the Warranty Period, the Owner must notify Laurencio Waterproofing in writing by certified mail or overnight carrier (with confirmation of delivery) within thirty (30) days of the date of discovery. Laurencio Waterproofing will not be responsible for finding the source of any leak. Laurencio, solely at its option and at the request of the Owner, will inspect the building, and if the inspection reveals that the leak is covered by this Warranty, the inspection will be at the cost of Laurencio Waterproofing. If no leak(s), material defect(s) or workmanship defect(s) are found that are covered by this Warranty, the Owner will be charged for the inspection(s) and all other related costs, such as but not limited to testing, travel costs, and other related expenses. Timely notice is a condition precedent to the obligations of Laurencio Waterproofing under this Warranty.*

### **General Terms**

*This Warranty is the sole warranty with respect to the Laurencio System and/or any of its component parts. There are no other warranties, express or implied. No employee, agent or representative of Laurencio Waterproofing other than an authorized Laurencio Waterproofing Technical Representative has the authority to assign, alter, change or modify the provisions of this Warranty.*

*The Laurengo Waterproofing Contractor executing this Warranty agrees that, as a result of Laurengo Waterproofing's obligations in this Warranty, Laurengo Waterproofing is a third party beneficiary of all of the workmanship and quality requirements with respect to the Laurengo System in any agreement between the Laurengo Systems Contractor and any general contractor or construction manager.*

*This Warranty is not effective until all bills for installation, supplies and services in connection with the Laurengo Waterproofing covered by this Warranty have been paid in full both to Laurengo Waterproofing and to the named Laurengo Waterproofing Contractor. This is a condition precedent to the obligations of Laurengo Waterproofing under this Warranty.*

*This Warranty is a contract and is entered into pursuant to the laws of the Commonwealth of Pennsylvania and is governed as to all matters and questions whatsoever, whether of validity, construction, interpretation, enforcement or otherwise, by and in accordance with such laws.*

**END OF WARRANTY**

**SIGNATURES ON NEXT PAGE**

**Laurenco Waterproofing Representative:**

By: \_\_\_\_\_

Title:

Date:

**Owner and/or Representative:**

By: \_\_\_\_\_

Title:

Date:

**Registered Laurenco Systems Contractor:**

By: \_\_\_\_\_

Title:

Date:

*GOLD*

**W LAURENCO WATERPROOFING**

DIVISION OF FBC CHEMICAL CORPORATION

P.O. BOX 599

MARS, PENNSYLVANIA 16046