



MATERIAL WARRANTY #XX-XXXXX

Laurenco Waterproofing, a Division of FBC Chemical Corporation, hereby warrants, for **XX** years, from the date of completion of its installation (“the Warranty Period”), that the materials provided by Laurenco Waterproofing and used in the Laurenco System described in **Distributor’s invoice, number, dated** and used on the **Project’s Name** will remain in substantial conformity with the physical properties of those materials listed in the Laurenco Waterproofing Product Data Information Sheets. If a leak occurs due to splits, cracks, or deterioration of materials provided by Laurenco Waterproofing in the Laurenco **Type of Waterproofing System** supplied, then Laurenco Waterproofing will replace the failed Laurenco materials at no charge to the Owner, or at its option pay to the Owner an amount equal to the to the cost(s) of the Laurenco Waterproofing materials sold for use on the original installation as described in this Warranty.

This Laurenco Material Warranty is subject to the following conditions and limitations:

*Laurenco Waterproofing is not responsible under this Warranty or otherwise for defects or problems arising from the application or installation of the Laurenco **Type of Waterproofing System**.*

Laurenco Waterproofing is not responsible under this Warranty or otherwise for damages caused by natural disaster, structural failures, building settlement or movement, poor and/or loose substrate, inconsistent or improper application, changes in the original principal usage, erection or installation of any additional equipment, alteration, misuse, vandalism, failure to maintain the Laurenco System in accordance with any operation and maintenance manuals, or any other defects in the materials that arose after delivery by Laurenco Waterproofing and that are reasonably beyond the control of Laurenco Waterproofing as supplier of the materials.

Laurenco Waterproofing is not responsible, as part of this Warranty, for finding the source of any leak. If Laurenco Waterproofing, solely at its option and discretion, does perform investigations at the request of the Owner, and no leak(s) caused by material defect(s) covered by this Warranty are found, then unless agreed otherwise in writing by an authorized Laurenco Waterproofing Technical Representative, the Owner will be charged for the inspection(s) and all other reasonable, related costs, including but not limited to testing, travel costs, and other related expenses. If a material failure covered by this Warranty is the cause of the leak, then Laurenco Waterproofing is responsible for all investigation costs.

The liability of Laurenco Waterproofing under this Warranty is strictly limited to providing replacement materials. No other transportation charges or reworking charges, removal, application or installation charges, inspection charges, packing charges or other charges will be assumed by or are the responsibility of Laurenco Waterproofing.

Without limiting the generality of the foregoing, in no event will Laurengo Waterproofing have any liability for indirect, special, consequential, or other damages of any nature whatsoever, including (without limitation) loss of use, loss of profits, or damage to contents of the building or any part of the building structure.

No employee, agent or representative of Laurengo Waterproofing nor any person other than an authorized Laurengo Waterproofing Technical Representative, has the authority to assign, alter, change or modify the provisions of this Warranty.

The Owner must provide Laurengo Waterproofing with written notice of any defect or leak in the waterproofing system and of any claim under this Warranty within thirty (30) days of the discovery of the defect or leak. Notice must be given by certified mail or via overnight carrier (with confirmation of delivery) to Laurengo Waterproofing, a Division of FBC Chemical Corporation. Timely notice is a condition precedent to the obligations of Laurengo Waterproofing under this Warranty.

This Warranty is limited in value, during the entire term of the Warranty Period, to (i) the payment of the cost(s) of the Laurengo Waterproofing materials sold for use on the original installation; or (ii) the replacement of the failed Laurengo materials, as described on the first page of this Warranty. There are no other warranties, express or implied, with respect to the materials or the installation of the Laurengo Waterproofing system on the project specified in this Warranty.

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 to Laurengo Waterproofing. 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

Building Name:
Building Location:

Building Owner:

Contractor:

Specification:

AUTHORIZED BY:

TITLE:

DATE:

**BRONZE
LIMITED**

W LAURENCO WATERPROOFING
DIVISION OF FBC CHEMICAL CORPORATION
P.O. BOX 599
MARS, PENNSYLVANIA 16046