

PLATON Membrane

MANUFACTURER'S LIMITED WARRANTY

ARMTEC (the "Manufacturer") hereby warrants to the purchaser of the Product (the "Purchaser") and subsequent owners of the building structure (the "Owner") that there will be no water leakage through the product into the building structure through those areas of the basement walls that are covered by the Product.

This warranty shall remain in effect for a period of **30 years** from the original date of purchase of the Product by the Purchaser from the authorized distributor or retailer. If the Product is replaced by the Manufacturer, only the unexpired warranty of the original Product will remain in effect for any replacement Product.

Limitations and Exclusions from Warranty: This warranty shall not apply if water leakage occurs as a result of the following factors or in the following situations:

- the Product has not been installed in accordance with the Manufacturer's instructions and specifications
- any failure or defect in the foundation drainage system
- cracks extending above the Product
- improper grading which does not permit drainage away from the building structure
- rising of the water table above the footing of the foundation for any reason
- interior condensation occurring in the walls or foundation of the building structure
- any damage to the building structure or the Product for any reason, including without limitation, damage occurring during initial or any subsequent construction, and damage caused by natural disasters such as lightning, flood, hurricane, earthquakes, tornadoes, fire, or any other act of God
- construction methods or processes causing water entry between the Product and the basement walls
- structural defects in the foundation, walls or footings of the building structure

This warranty shall not apply to any water leakage which is covered by new home warranty programs or for which the Purchaser or Owner otherwise receives compensation.

INSTALLER: _____ DATE: _____

ADDRESS: _____ CITY: _____

PROVINCE/STATE: _____ POSTAL/ZIPCODE: _____

Investigation: Prior to replacement of the Product, the Manufacturer shall be entitled to conduct an investigation of the source of the water leakage. If the Manufacturer determines that this warranty does not apply, it reserves the right to charge for its expenses in conducting the investigation.

Remedy: If, after inspection, the Manufacturer determines that this warranty applies, it will replace (but not repair) that portion of the Product which is found to be defective. The Manufacturer will not be responsible for the cost of removal, repair or replacement of the building structure, landscaping, surrounding areas, driveways, walkways, or interior contents in connection with the replacement of the Product, nor shall the Manufacturer have any liability or responsibility for damage to or loss of same as a result of the replacement of the Product.

Manner of Making a Claim: Claims are to be made in writing to the Manufacturer at 33 Centennial Road, Orangeville, Ontario, L9W 1R1, or its then current head office address, Attention: Customer Service Department, by prepaid regular mail, within fifteen (15) days of discovery of the water leakage. All claims must contain the following information: Name of Owner or Purchaser, as applicable; Address of building structure; Date of discovery of water leakage; Date of installation; Proof of purchase; and for new construction only, names of builder/contractor, the Product installer and building inspector. The Manufacturer may require additional information in order to process the warranty claim.

Limitation of Liability: THE FOREGOING WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY OF THE PURCHASER AND OWNER FOR ANY DEFECTS OR DEFICIENCIES IN THE PRODUCT. EXCEPT FOR THIS WARRANTY, THERE ARE NO WARRANTIES, GUARANTEES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY THE MANUFACTURER TO THE FULLEST EXTENT PERMITTED BY LAW. THE LIABILITY OF THE MANUFACTURER ARISING OUT OF THE SALE OR SUPPLY OF THE PRODUCT OR ITS INSTALLATION OR USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT ARISING AS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE MANUFACTURER SHALL NOT EXCEED THE THEN CURRENT PURCHASE PRICE FOR THAT PORTION OF THE PRODUCT WHICH IS BEING REPLACED. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED BY THE PURCHASER OR OWNER OR ANY OTHER PERSON IN CONNECTION WITH PURCHASE, INSTALLATION OR USE OF THE PRODUCT. [FOR U.S. SALES ONLY] SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

General: [FOR U.S. SALES ONLY] This warranty gives you specific legal rights and you may have other rights which vary from state to state.