

## WATERTIGHT WARRANTY

<b>Project Name:</b> _____	<b>Warranty No.:</b> _____
<b>Building Owner:</b> _____	<b>Issue Date:</b> _____
<b>Building Name:</b> _____	<b>Area in Square Feet:</b> _____
<b>Building Address:</b> _____	<b>Substantial Completion Date:</b> _____
<b>Neogard Certified Applicator:</b> _____	<b>Warranty Period:</b> _____
	<b>Neogard System:</b> _____

Neogard, a part of Hempel (USA), Inc. (Neogard), hereby warrants to the Building Owner (Owner) that, during the Warranty Period starting on the Substantial Completion Date, the Neogard System will not leak due to splits, breaks or deterioration caused by ordinary wear and tear. Neogard will repair any leak in the Neogard System that occurs during the Warranty Period as a result of any failure of the Neogard System to conform to the foregoing warranty, provided that the Neogard System is installed by a Neogard Certified Applicator in accordance with the applicable Neogard Guide Specification.

**This Watertight Warranty does not cover:**

1. Damage caused to the substrate or any underlying materials.
2. Damage to or loss of use of the structure or the contents of the structure.
3. Discoloration or change in appearance due to the accumulation or streaking of dirt or other airborne materials deposited on the roof surface from the atmosphere or from any bleed-through from the materials to which the Neogard System is applied.
4. Damage or failure caused by:
  - a. Lightning, earthquakes, hurricanes, tornados, windstorms, hail, fires, floods, cyclones, or any other acts of God;
  - b. Settlement, movement, deflection, warping, distortion, displacement or any other failure of the structure, or the failure of any component of the structure to which the Neogard System is applied;
  - c. Cracks, breaks or openings in the substrate to which the Neogard System is applied;
  - d. Repairs, alterations or additions to, encroachment upon, or erections of structures on or through the Neogard System, unless performed by or with the assistance of a Neogard Certified Applicator;
  - e. Use of the Neogard System for other than its intended purpose;
  - f. Penetrations, vandalism or damage by individuals, foreign objects, chemicals, animals or plant life;
  - g. Failure of the Owner to use reasonable care in maintaining the Neogard System, which includes inspecting the Neogard System at least twice per calendar year and performing required maintenance in accordance with Neogard recommendations;
  - h. Leaks due to infiltration of moisture through walls, copings, flashings or any other part of the structure to which the Neogard System is applied;
  - i. Vapor drive, infiltration or condensation of moisture in, through or around walls, copings, the structure or underlying or surrounding materials; and
  - j. Ponding water at a depth of more than 1/2 inch in an area greater than 100 square feet that remains for more than 24 hours after a rainfall.

**Owner's Obligations:** This warranty is void unless:

1. Neogard is paid in full for the Neogard System.
2. Owner submits all warranty claims in writing within 48 hours of discovery of any leak, but in any case within the Warranty Period.
3. Neogard is provided access to the Neogard System, including any lift equipment necessary to access the Neogard System.
4. All obstructions that interfere with the inspection of the Neogard System are removed/reinstalled at Owner's expense.
5. All maintenance records, including inspection reports, reported problems and repairs are provided by Owner upon request by Neogard.
6. All repair recommendations made by Neogard for both covered and non-covered leaks are promptly made.
7. Neogard is paid standard inspection fees for any investigations resulting from non-covered leaks.
8. The Neogard products are repaired with materials approved by Neogard.

**Warranty Transfer:** The unexpired portion of this warranty may be transferred to a subsequent owner for a \$500 fee if: (1) Neogard is notified within 30 days after the effective date of the change of ownership, (2) Neogard is given an opportunity to inspect the Neogard System and (3) all repairs required by Neogard are completed.

**NEOGARD MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT EXTEND BEYOND THE WARRANTIES CONTAINED HEREIN INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEOGARD'S OBLIGATION TO REPAIR ANY COVERED LEAKS IN THE NEOGARD SYSTEM IS THE EXCLUSIVE REMEDY OF OWNER FOR ANY BREACH OF THE WARRANTIES CONTAINED HEREIN. NEOGARD SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE IN CONNECTION WITH THE PERFORMANCE OF THE NEOGARD SYSTEM. NEOGARD'S MAXIMUM LIABILITY TO OWNER SHALL BE LIMITED TO THE AMOUNT PAID BY OWNER FOR THE NEOGARD SYSTEM.**

By signing below, Owner accepts all of the terms and conditions of this warranty. This warranty is effective upon the last to occur of the following: (1) it is signed by an authorized representative of Neogard and Owner within 120 days of the Issue Date; and (2) Neogard and the Neogard Certified Applicator have been paid in full for the Neogard System.

<b>Owner:</b> _____	<b>Neogard:</b> _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____