

# WATERPROOFING -MATERIAL & LABOR WARRANTY-RECOAT

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Neogard System: \_\_\_\_\_ Substrate: \_\_\_\_\_

Applicator: \_\_\_\_\_

Substantial Completion Date: \_\_\_\_\_ Area in Square Feet: \_\_\_\_\_

Owner: \_\_\_\_\_

Warranty No: (Neogard Use Only) \_\_\_\_\_

**Our Promise** - Neogard® warrants to the Owner that, for \_\_\_\_\_ years after the Substantial Completion Date, the Neogard products will not adhesively/cohesively fail due to defects in material and will conform to the Neogard specifications in effect at the time of manufacture. This warranty only applies to NEOGARD products used on institutional, commercial, industrial, and high-rise/multi-family residential buildings.

**Our Obligations** - If, upon inspection, Neogard determines that a failure as defined above has occurred due to defects in material, Neogard will repair the failure inclusive of labor (not to exceed originally invoiced purchase price). THE OBLIGATIONS OF Neogard DESCRIBED IN THE PREVIOUS SENTENCE ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR BREACH OF THIS WARRANTY.

### Exclusions and Limitations

This Warranty does not cover:

1. Removal or reinstallation of obstructions that interfere with the repair of the Neogard System.
2. Lift equipment necessary to gain access to the NEOGARD System.
3. Cracks due to abnormal exposure, expansion or contraction on a poorly prepared substrate or movement/cracking of the underlying substrate of greater than 1/16".
4. Colorfastness changes in appearance of the Neogard System as the result of normal weathering or atmospheric conditions.
5. Vapor drive, infiltration or condensation of moisture in, through or around walls, copings, building structure or underlying materials.
6. Products not supplied by Neogard.

### Owner's Obligations

This Warranty is void unless:

1. Neogard receives full payment for the Neogard System.
2. Owner regularly provides access to the Neogard System during regular business hours.
3. Owner provides a written description of any coating failure within 30 days after it is discovered.
4. Owner uses reasonable care in maintaining the Neogard System.
5. Owner only repairs the Neogard System with materials approved by Neogard.

### Applicator's Obligations

If Neogard determines that a coating failure is the result of faulty handling or installation of the Neogard Products, the APPLICATOR will repair the leak or failure at the Applicator's expense.

### Transfer of Warranty

The unexpired portion of this warranty may be transferred to a subsequent owner for a \$500 fee if: (1) NEOGARD is notified in writing within 30 days of the transfer (2) NEOGARD and APPLICATOR are given an opportunity to inspect the project and (3) all required repairs are completed.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES OR LEGAL REMEDIES, AND NEOGARD AND APPLICATOR MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, IN RESPECT OF NEOGARD PRODUCTS AND/OR THE NEOGARD SYSTEM, EXCEPT AS PROVIDED HEREIN. NEOGARD AND APPLICATOR SHALL NOT BE LIABLE OR OBLIGATED FOR ANY LOSS OR CONSEQUENTIAL OR OTHER DAMAGE INCURRED DIRECTLY OR INDIRECTLY BY OWNER OR ANY OTHER PERSON OR ENTITY THAT ARISES IN ANY WAY IN RELATION TO NEOGARD PRODUCTS AND/OR THE NEOGARD SYSTEM OR THE USE OR FAILURE THEREOF, WHETHER BASED ON BREACH OF WARRANTY OR NEGLIGENCE, EXCEPT AS PROVIDED HEREIN.

**Neogard, a part of Hempel (USA), Inc.**  
2728 Empire Central, Dallas, TX 75235

**APPLICATOR**

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

Firm: \_\_\_\_\_

Title: Waterproofing Segment Manager

By: \_\_\_\_\_  
Signature w/Printed Name

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Issue Number: \_\_\_\_\_

Product Information Available at [www.neogard.com](http://www.neogard.com)

Warranty is null and void if a valid copy, executed by all parties, is not on file at NEOGARD's Warranty Department, Dallas, TX.