

# WATERPROOFING MATERIAL WARRANTY POOLGARD-C

Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
NEOGARD System: \_\_\_\_\_  
Substrate: \_\_\_\_\_ Area in Square Feet: \_\_\_\_\_  
Applicator: \_\_\_\_\_  
Completion Date: \_\_\_\_\_ Owner: \_\_\_\_\_  
Batch/Lot Numbers (Optional): \_\_\_\_\_

**Our Promise** - NEOGARD® warrants to the Owner that, for 1 year after the Completion Date, the NEOGARD products will not leak, 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 leak or failure as defined above has occurred due to defects in material, NEOGARD will repair the leak or 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. Handling or installation of the NEOGARD products, or the workmanship of the applicator.
2. NEOGARD products that are applied not in accordance to the applicable NEOGARD Guide Specification.
3. Labor or equipment costs associated with repairing or accessing the NEOGARD products.
4. Damage to the NEOGARD products caused by:
  - a. improper maintenance;
  - b. substrate construction or movement in the substrate of greater than 1/16";
  - c. exposure to fatty acids, oils, greases, and other contaminants;
  - d. mechanical contact such as snow or ice removal, from falling objects, and contact with plant or animal life;
  - e. vapor drive, infiltration or condensation of moisture in, through or around walls, copings, building structure or underlying or surrounding materials.
5. Colorfastness changes in appearance of the NEOGARD products that results from normal weathering or atmospheric conditions.
6. Cleanliness or discoloration of the NEOGARD products that result from environmental conditions.
7. Products not supplied by NEOGARD.

**Owner's Obligations** - This Warranty is void unless:

1. Owner submits all warranty claims in writing within 30 days of discovery, but in any case within the warranty period.
2. NEOGARD is paid in full for the NEOGARD products.
3. Owner uses reasonable care in maintaining the NEOGARD products.
4. Owner only repairs the NEOGARD products with materials approved by NEOGARD.

**NEOGARD MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT EXTEND BEYOND THE WARRANTIES SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEOGARD SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**

NEOGARD, a Division of Hempel (USA), Inc.  
2728 Empire Central, Dallas, TX 75235

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**APPLICATOR CERTIFICATION:** Applicator hereby represents and warrants that all of the information provided by Applicator is accurate and complete, and that the NEOGARD products have been applied and maintained in accordance with the applicable NEOGARD Guide Specification and NEOGARD written requirements.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

SPECIMEN