



# MATERIAL WARRANTY

**Issue Date:**

**Building Owner:**

**Building Name & Address:**

**Applicator:**

**Warranty #:**

**Area in Squares:**

**Completion Date:**

**Warranty Period:**

**NEOGARD System:**

NEOGARD, a Division of Hempel (USA), Inc. (NEOGARD), hereby warrants to the Building Owner (OWNER) that, during the Warranty Period starting on the Completion Date, the NEOGARD products will be free of 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 residential buildings. If, upon inspection, NEOGARD determines that any NEOGARD product does not conform to this warranty, NEOGARD will provide replacement NEOGARD products.

**This WATERTIGHT WARRANTY does not cover:**

1. Damage caused to the substrate or any underlying materials.
2. Damage to or loss use of the contents of the structure.
3. Discoloration or change in visual 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 natural disasters;
  - b. Settlement, movement, deflection, warping, distortion, displacement or any other failure of the structure, or the failure of any component of the structure under the NEOGARD System;
  - 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 the NEOGARD System, unless performed by a NEOGARD Certified Applicator;
  - e. Use of the NEOGARD System for other than its intended purpose;
  - f. Penetrations, vandalism, damage or attack 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 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 building structure other than the NEOGARD System;
  - i. Moisture or condensation within the NEOGARD System due to vapor drive or improper design.
  - j. Ponding water at a depth of more than ½ inch in an area greater than 100 square feet that remains for more than 24 hours after a rainfall.

**Owner's Obligations:**

1. Notify NEOGARD in writing within 48 hours after discovery of any nonconformance.
2. Remove/reinstall any obstructions that interfere with the inspection of the NEOGARD System.
3. Maintain complete maintenance records, including inspection reports, reported problems and repairs completed.

This MATERIAL WARRANTY shall be void if the OWNER fails to perform any of the foregoing obligations.

**Warranty Transfer**

The unexpired portion of this MATERIAL 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 provided access to inspect the NEOGARD System; and (3) all repair recommendations made by NEOGARD are promptly implemented.

**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, AND NEOGARD'S OBLIGATION TO PROVIDE REPLACEMENT NEOGARD PRODUCTS IS THE EXCLUSIVE REMEDY FOR 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 AND NEOGARD'S MAXIMUM LIABILITY TO OWNER SHALL BE LIMITED TO THE AMOUNT PAID BY OWNER FOR THE NEOGARD SYSTEM.**

By signing this MATERIAL WARRANTY, OWNER accepts all of the terms and conditions of this MATERIAL WARRANTY. This MATERIAL WARRANTY shall become 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; (2) NEOGARD has been paid in full for the NEOGARD Products.

**NEOGARD, a Division of Hempel (USA), Inc.**

**2728 Empire Central, Dallas, TX 75235**

**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:** \_\_\_\_\_

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