

## MATERIAL 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 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, at its option, provide sufficient products to replace the nonconforming products or pay the cost of purchasing an equivalent product elsewhere (Neogard's liability not to exceed the originally invoiced purchase price for the nonconforming product). THE OBLIGATIONS OF NEOGARD DESCRIBED IN THE PREVIOUS SENTENCE ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR BREACH OF THIS WARRANTY OR OTHERWISE IN CONNECTION WITH THE PERFORMANCE OF THE NEOGARD PRODUCTS.

**This 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 products are 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 products are applied;
  - c. Cracks, breaks or openings in the substrate to which the Neogard products are applied;
  - d. Repairs, alterations or additions to, encroachment upon, or erections of structures on or through the Neogard products, unless performed by a Neogard Certified Applicator;
  - e. Use of the Neogard products for other than their 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 products, which includes inspecting the Neogard products 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 products are 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 ½ 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 products.
2. Owner submits all warranty claims in writing within 5 days of discovery of any nonconformance, but in any case within the Warranty Period.
3. All obstructions that interfere with the inspection of the Neogard products are removed/reinstalled at Owner's expense.
4. All maintenance records, including inspection reports, reported problems and repairs are provided by Owner upon request by Neogard.
5. 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 products 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 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 OR OTHERWISE IN CONNECTION WITH THE NEOGARD PRODUCTS.**

**Neogard, a part 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:** \_\_\_\_\_