

## WATERPROOFING -MATERIAL WARRANTY

Project Name: \_\_\_\_\_  
 Project Address: \_\_\_\_\_  
 Neogard System: \_\_\_\_\_ Substrate: \_\_\_\_\_  
 Applicator: \_\_\_\_\_  
 Substantial Completion Date: \_\_\_\_\_ Area in Square Feet: \_\_\_\_\_  
 Batch/Lot Number: \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Warranty No: (Neogard Use Only) \_\_\_\_\_

**Our Promise** - Neogard® warrants to the Owner that, for \_\_\_\_\_ after the Substantial Completion Date, the NEOGARD products that comprise the Neogard System that will not leak, adhesively/cohesively fail due to defects in material and will conform to the Neogard Guide Specifications in effect at the time of manufacture. This warranty is void unless Neogard products are installed in an institutional, commercial, industrial, or high-rise/multi-family residential building.

**Our Obligations** – If, upon inspection, Neogard determines that a leak or failure as defined above has occurred due to defects in material, Neogard repair the leak or failure inclusive of labor (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.

**Exclusions and Limitations** – This Warranty does not cover:

1. Handling or installation of the Neogard products, or the workmanship of the applicator.
2. Any portion of Neogard products that are not applied in accordance with the applicable Neogard Guide Specification or other written requirements provided by Neogard.
3. Labor or equipment costs associated with repairing or accessing the Neogard products.
4. Changes in the appearance of the Neogard products resulting from weathering or atmospheric conditions.
5. Cleanliness or discoloration of the Neogard products resulting from environmental conditions.
6. Damage to the Neogard products caused by:
  - a. improper maintenance;
  - b. substrate construction or movement 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, the building structure or underlying or surrounding materials.
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 of any failure, 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.

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