

Warranty No: *****
Today's Date: *****
Exp: *****

Proglaze® ETA Material Warranty

**PROJECT
NAME**

APPLICATOR

**ARCHITECT/
ENGINEER**

**GENERAL
CONTRACTOR**

OWNER

**DATE OF
SUBSTANTIAL
COMPLETION**

PRODUCT(S)

**TYPE
OF WORK**

Tremco Incorporated ("Tremco") hereby warrants to the above Owner, subject to the terms, conditions and limitations stated below, that for a period of [#] year(s) from the date of substantial completion listed above (the "Warranty Term"), the Proglaze ETA System (hereafter the "System") will be free of defects in materials.

During the Warranty Term, Tremco will, at its option, either supply sufficient product to replace any portion of the System that fails to meet the terms of this Warranty or refund the original purchase price of the System listed above.

The obligations of Tremco under this Warranty are conditioned upon prompt notice from the Owner of any claim for which the Owner seeks Warranty coverage. Such notice shall be in writing to Tremco at the above address. The notice shall be delivered before any repairs or alterations are made to, or which may affect, the System (emergency situations only excepted) and in no event more than thirty (30) days after a condition covered under the terms of this Warranty is or should have been discovered.

During the Warranty Term, it is the responsibility of the Owner to provide agents and employees of Tremco with free, unimpeded access to inspect the System, with such access to include the movement of equipment or other property or materials that prevent or interfere with access to the System.

Limitations and Exclusions:

This Warranty expressly excludes coverage for any failure of the System to comply with the above terms due, in whole or in part, to any of the following:

- (i) Air or water passing through any portion of a structure or building component other than directly through the System due to a defect in the materials that make up the System;
- (ii) Intentional, negligent or other acts or omissions of the Owner or third parties, including abuse, misuse, improper storage or damage to the System;
- (iii) Natural causes or Acts of God, including without limitation, lighting, earthquakes, floods, fires, hurricanes, tornadoes and/or natural disasters;
- (iv) Failures or defects in structural or building components (such as those on or to which the System is installed) or any structural or building movement or stresses that exceed maximum limits for the System as identified in Tremco's published literature or details;
- (v) Improper building or window construction, installation or design or any change in building usage after installation of the System that adversely affect System performance;

- (vi) Repair or alteration of or to the System by any person or entity other than authorized representatives of Tremco, unless specifically approved in writing by Tremco prior to the repair or alteration; or
- (vii) Use of the System with products, components or materials that are identified in writing by Tremco prior to installation as incompatible with the System.

Tremco's obligations under this Warranty are expressly conditioned upon receipt of full payment for the System and the Owner's compliance with each of its responsibilities described in this Warranty Document. Neither the Owner's delay in full payment to Tremco nor Tremco's provision of replacement product or other remedy under this Warranty shall in any way extend the Warranty Term. In the event the Owner (i) fails to provide Tremco with timely notice as described above, (ii) fails to provide required access to the installed System, (iii) undertakes or permits any actions that cause or contribute to leaks through the System, such as unauthorized repairs or perforations of the System, or (iv) otherwise fails to fulfill its responsibilities as described herein, Tremco reserves the right to void the Warranty upon written notice to the Owner.

The total liability of Tremco over the life of this Warranty shall not in any event exceed the purchase price of the original cost of the System as specified above. The terms of this warranty may not be altered or modified except in a writing signed by an officer of Tremco, referring to this Warranty document. This Warranty is issued to the Owner and may not be assigned or transferred without the express written consent of Tremco. No representative of Tremco has the authority to make any representations or provisions except as stated herein.

THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. TREMCO SHALL NOT BE LIABLE FOR DAMAGE TO THE PROJECT STRUCTURE OR INTERIOR CONTENTS OR FOR ANY OTHER CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS WARRANTY OR THE PERFORMANCE OF THE MATERIALS COVERED BY THIS WARRANTY, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE OR OTHER THEORY OF LIABILITY.

TREMCO INCORPORATED
Commercial Sealants & Waterproofing

Michael J. Soeder, VP Sales, NA

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