



# Hydra-Guard™ Waterproofing Membrane



**15-YEAR LIMITED WARRANTY\***

## **Warranty:**

Subject to the limitations stated below, Applied Technologies, LLC warrants only as follows: To the first consumer purchaser ( Buyer ) of a new single family detached residence, multi-family unit with separate unit ownership, or multi-family residence with single ownership, Applied Technologies, LLC warrants that under normal use and service, the vertical walls of poured concrete single story foundation shall be free of water leakage or seepage through the areas coated with the Hydra-Guard Waterproofing Membrane for a period of fifteen (15) years provided the product is installed strictly in conformance with Hydra-Guard specifications and application instructions.

## **Exclusive Remedy:**

Should Hydra-Guard perform otherwise than as warranted: For a period of fifteen (15) years after the date of installation, Applied Technologies LLC responsibility and the Buyer s exclusive remedy shall be limited solely to the cost of providing replacement material and workmanship for the defective area of the Hydra-Guard Membrane. In no event shall Applied Technologies, LLC total responsibility during the life of this warranty exceed an amount equal to \$1.50 per square foot of foundation wall covered with the Hydra-Guard Membrane requiring repair, or a total of \$6,000.00, whichever is lower. The above remedy shall not include the cost of:

1. Removing or replacing trees, grass or other landscaping.
2. Removing or replacing interior or exterior contents of the building or wall, which are obstacles to repair (i.e. steps, garage or garage floors, patio or patio floors, porch or porch floors.)
3. Removing or replacing interior furnishings or fixtures (i.e. carpeting, furniture, etc.)
4. Removing or replacing other obstacles that affect repair or damage thereto.
5. Removal or replacement of soil or interior finish.

## **Limitations:**

This warranty does not apply and Applied Technologies, LLC shall not have responsibility for leakage or seepage of water resulting from:

1. Cracks or defects greater than 1/16<sup>th</sup> inch, including structural defects in the walls, footings or foundation of the structure irrespective of cause.
2. Damage to the installed Hydra-Guard Membrane or to the walls to which it is applied.
3. Defective or inadequately functioning interior, exterior or interior/exterior foundation drainage system.
4. Intrusions into or alterations of the waterproofed walls after installation of Hydra-Guard Membrane (e.g. openings for pipes, cables, ducts, etc.) unless previously treated by a Hydra-Guard Selected Waterproofing Contractor in accordance with Hydra-Guard written instructions.

5. Installation of the Hydra-Guard Membrane by a contractor other than a Hydra-Guard Selected Waterproofing Contractor.
6. Interior condensation on the foundation walls or interior finish.
7. Grading which does not slope away from the structure sufficiently to drain water away from the structure or results in a grade line extending above the waterproofing (and thus water is allowed to penetrate above the Hydra-Guard Membrane.)
8. The use of expansion or contraction devices in the design of the wall s construction.
9. Any construction technique used by a builder or subcontractor that allows water to enter above, below or behind he Hydra-Guard Membrane.
10. Backfilling within 24 hours of application.
11. Mold, mildew, fungi or air quality. Applied Technologies, LLC does not warrant that irritants such as mold, fungi or air quality problems will be reduced.

The remedy stated herein is the Buyer s sole and exclusive remedy. APPLIED TECHNOLOGIES, LLC SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO THE STRUCTURE OR ITS CONTENTS.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow limitations on the exclusion or limitation of incidental or consequential damages so the above exclusions may not apply to you.

## **Registration:**

This warranty becomes effective only if the attached registration of the warranty is completed and mailed within 30 days after purchase of the home. This warranty is issued to the first purchaser of the home only.

## **Transferability:**

To request a transfer of the remaining warranty, the subsequent consumer purchaser must contact Applied Technologies, LLC for a Transfer Request and submit a \$250.00 processing fee payable to Applied Technologies, LLC at above address within 60 days after closing date of the acquisition of the residence.

## **Claims Procedure:**

If leakage or seepage occurs which you believe is through the Hydra-Guard Waterproofing Membrane, please notify Applied Technologies in writing at the above address. Notification must be within 30 days of the discovery of leakage or seepage condition.