



# Hydra-Guard™ Waterproofing System



**35-YEAR LIMITED WARRANTY\***

## **Warranty:**

Subject to the limitations stated below, Applied Technologies, LLC warrants only to as follows: To the first consumer purchaser ("Buyer") of a single family detached residence, multifamily unit with separate unit ownership, or multifamily 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 System (Hydra-Guard Membrane with Hydra-Dri or FibR-Dri Protection Panel or Dimple-Dri) for a period of thirty-five (35) years, provided the product is installed strictly in conformance with Hydra-Guard Waterproofing System specifications and application instructions.

## **Exclusive Remedy:**

Should the Hydra-Guard Waterproofing System perform otherwise than as warranted: For a period of thirty-five (35) years after the date of installation, Applied Technologies', LLC responsibility and Buyer's exclusive remedy shall be limited solely to the total cost of repairing the defective area of the Hydra-Guard System, including the removal of soil and/or interior finish, if any, attached to the wall and the reinstallation of the removed soil and/or interior finish. In no event shall Applied Technologies', LLC total responsibility during the life of this warranty exceed an amount equal to \$3.00 per square foot of foundation wall covered or \$10,000.00, whichever is lower. Applied Technologies, LLC shall have the sole option to select the best method by which to remedy the leakage or seepage.

The above remedy shall not include the cost of:

1. Removal 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 steps.
3. Removing or replacing interior furnishings (i.e. carpeting, furniture etc.)
4. Removing or replacing any other obstacles that affect repair or damage thereto.

## **Limitations:**

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

1. Cracks or defects greater than 1/16 inch, including structural defects in the walls, footings or foundation of the structure irrespective of cause.
2. Water penetration through areas not coated with the Hydra-Guard system.
3. Damage to the installed Hydra-Guard Waterproofing System or to the walls to which it is applied.
4. Defective or inadequately functioning interior, exterior or interior/exterior foundation drainage system.

5. Intrusions into or alterations of the waterproofed walls after installation of the Hydra-Guard Waterproofing System (e. g. openings for pipes, cables, ducts, etc.) unless previously treated by a Hydra-Guard Select Waterproofing contractor in accordance with written Hydra-Guard Waterproofing System instructions.

6. Installation of the Hydra-Guard Waterproofing System by a contractor other than a Selected Contractor.

7. Interior condensation on the foundation walls or interior finish.

8. Grading does not slope away from the structure sufficiently to drain away from the structure or results in a grade line extending above the waterproofing (thus water is allowed to penetrate above the Hydra-Guard Waterproofing System.)

9. The use of expansion or contraction devices in the design of the wall's structure.

10. Any construction technique used by a builder or subcontractor that allows water to enter above, below or behind the Hydra-Guard Waterproofing System.

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 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 System, please notify Applied Technologies in writing at the above address. Notification must be within 30 days of the discovery of the leak or seepage condition.