



J-Cote™ Waterproofing Membrane



10-YEAR LIMITED WARRANTY*

Warranty:

Subject to the limitations stated below, Applied Technologies, LLC warrants only as follows: To the first purchaser/buyer or transferred purchaser/buyer of a new single family detached residence, multi family unit with separate unit ownership, or multi-family residence with single ownership for the product known as J-COTE, and is subject to the limitations stated below. Applied Technologies, LLC warrants that under normal use and service, the vertical foundation walls of a single story poured concrete foundation coated with J-COTE shall remain free of water leakage or seepage for a period of ten (10) years from the date of installation.

Exclusive Remedy:

Under this warranty, Applied Technologies, LLC will be responsible solely for materials and workmanship to repair the defective coated area and to prevent any further leakage or seepage of water into the residence through the coated walls. Applied Technologies, LLC total limit of liability during the life of the warranty shall not exceed an amount equal to fifty cents (\$0.50) per square foot of foundation wall coated with J-COTE and requiring repair, or a total of two thousand dollars (\$2000.00), 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. Removing or replacing trees, grass or other landscaping.
2. Removing or replacing interior 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 effect repair or damage thereto.
5. Removal or replacement of soil or interior finish.

ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. 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.

Limitations:

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

1. Any cracks or defects greater than 1/16 inch, including structural defects in the walls, footers, or foundation of the structure irrespective of cause.
2. Any construction technique used by a builder or subcontractor that allows water to enter above, below or behind the J-Cote.
3. The coated foundation walls being backfilled within twenty-four (24) hours after the J-Cote has been applied.
4. Any damage to the coated walls or applied coating including damage cause by alterations or penetrations (pipes, cables, ducts, etc.) unless previously treated by a J-COTE Selected Waterproofing Contractor in accordance with Applied Technologies, LLC written instructions.
5. Build up of condensation on the interior walls or utility pipes.
6. Defective or inadequate interior, exterior, or interior/exterior drainage system (as required by local code.)
7. Grading which does not slope away from the structure sufficiently to drain water away from the foundation walls or grading which extends above the waterproofing membrane.
8. The use of expansion and contraction devices in the design of the foundation walls.
9. Installation of J-COTE by any applicator other than a J-COTE Select Waterproofing Contractor.
10. 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.

Registration:

This limited warranty shall become effective only if the attached registration form is completed and mailed within thirty (30) days after purchase of the home. This warranty is issued to the first purchaser of the home only.

Claims Procedure:

Any claim under this limited warranty shall be initiated by providing Applied Technologies, LLC with written notification within thirty (30) days of discovering the leakage or seepage. Upon written notification Applied Technologies, LLC will make a prompt inspection and evaluation in order to perform its obligations, if any, as stated in this warranty.

Warranty Transfer:

Contact Applied Technologies, LLC.