



# 10 Year System Warranty

Warranty Serial No.: SAMPLE

## SIKA CORPORATION WATERPROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: SAMPLE

Building Name: SAMPLE

Building Address: SAMPLE

Applicator: SAMPLE

Date of Substantial Completion: SAMPLE

Building/Area Name: SAMPLE

Used As: SAMPLE

Telephone: SAMPLE

Date of Inspection: SAMPLE

By: SAMPLE

Area Warranted: SAMPLE sq. ft.

Sika Corporation ("Sika"), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 11 below, stated herein, Sika Corporation will repair waterproofing leaks originating from the Sarnafil Waterproofing Membrane, Sarnatherm Insulation or Sika Corporation Waterproofing Accessories (other than pavers) installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Waterproofing Applicator for a period of 10 (ten) years commencing with the date of substantial completion of the installation of the Waterproofing with no monetary limit with respect to Waterproofing repair costs.

### TERMS, CONDITIONS, LIMITATIONS

- Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the Waterproofing System and confirm in writing within one week.
- If on Sika Corporation's inspection, Sika Corporation determines that the leak is caused by a defect in Sarnafil Waterproofing Membrane, Sarnatherm Insulation or Accessory (other than pavers) provided by Sika Corporation to the Applicator for this building or from a defect in the Sika Corporation Authorized Applicator's workmanship applied to that Sarnafil Membrane, except as provided in paragraph three (3) below, Owner's remedies and Sika Corporation's liability shall be limited to Sika Corporation's repair of the Waterproofing Membrane, Sarnatherm Insulation or Accessory (other than pavers).
- This warranty does not apply and may be null and void if any of the following occur:
  - The Waterproofing Membrane, Sarnatherm Insulation or Accessory is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, peak wind gust, hurricane, tornado, or flood, as defined by The National Weather Service, or other acts of God, or:
  - The Waterproofing Membrane, Sarnatherm Insulation or Accessory is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
  - A deficient pre-existing condition or equipment is causing water entry, or:
  - Metal work or other accessories or equipment is used in the Waterproofing and causes leaks, or:
  - There are any alterations or repairs made on or through the completed Waterproofing Membrane, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed structure without first obtaining written authorization from Sika Corporation, or:
  - Failure by the Owner or his lessee to use reasonable care in maintaining the Waterproofing System as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
  - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of decking, wall siding, windows, doors or other envelope components or from damage by wind blown objects, or:
  - Condensation accumulates in the waterproofing assembly, or:
  - A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Waterproofing Membrane as originally installed, or:
  - The Waterproofing Membrane is damaged by contaminants and/or spills, or:
  - Deficient design applied to the Waterproofing Membrane such as membrane contact with incompatible materials and/or substrates, or:
  - The Owner fails to comply with every term and condition stated herein.
- During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the building during regular business hours.
- Should the Waterproofing Membrane be concealed, the Owner shall be responsible for all costs relating to, resulting from or connected with, the exposure of the Waterproofing Membrane for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any concrete, paving, backfill or overburden, as well as any costs associated with any electronic leak detection equipment or services or other leak detection methodology utilized in the investigation of the leak.
- To the extent pavers are used on the building, this warranty shall not apply to, and Sika Corporation shall have no obligation or liability relating to, resulting from, or arising out of, the pavers or any defect therein, or any leak that results from a defect in, or the use of, the pavers. Any pavers used on the building will be covered by, and subject to, the manufacturer's warranty for such pavers only, a copy of which is provided herewith.
- Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
- Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- This warranty may be transferred to a subsequent Owner of the Structure if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Waterproofing System, if necessary, shall be the Owner's responsibility.
- The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Waterproofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
- THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SIKA CORPORATION MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY PAVERS USED ON THE BUILDING. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE STRUCTURE ON WHICH THE COMPONENTS OF THE WATERPROOFING SYSTEM ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE STRUCTURE OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: SAMPLE through: SAMPLE

SAMPLE

Authorized Signature(1):

SAMPLE

Date:

SAMPLE

Authorized Signature(2):

SAMPLE

Date: