SIKA CORPORATION WATERPROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: SAMPLE
Building Name: SAMPLE
Building Address: SAMPLE
Applicator: SAMPLE
Building/Area Name: SAMPLE

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 10 below, stated herein, Sika Corporation will supply replacement membrane for any defective Sarnafil® Waterproofing Membrane installed according to Sika Corporation’s Technical Instructions by a Sika Corporation Authorized Waterproofing Applicator for a period of 5 (five) years.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the waterproofing membrane and confirm in writing within one week.

2. If on Sika Corporation’s inspection, Sika Corporation determines that the leak is caused by a defect in the Waterproofing Membrane except as provided in the following paragraph three (3), Owner's remedies and Sika Corporation’s liability shall be limited to providing replacement material for the defective Waterproofing Membrane.

3. This warranty does not apply and may be null and void if any of the following occur:

(a) The Waterproofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, tornado, or flood, as defined by The National Weather Service, or other acts of God, or
(b) The Waterproofing Membrane 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
(c) A deficient pre-existing condition of equipment is causing water entry, or
(d) Metal work or other accessories or equipment is used, the Waterproofing and causes leaks, or
(e) There are any alterations or repairs made on or through the Waterproofing Membrane, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed Surface without first obtaining written authorization from Sika Corporation, or
(f) 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 those that are items and/or systems, or
(g) Condensation accumulates in the waterproofing assembly, or
(h) A significant change in the use of the building by the Owner or an lessee is expected by Sika Corporation to affect the Waterproofing Membrane as originally installed, or
(i) The Waterproofing Membrane is damaged by contaminants and/or spills, or
(j) The Waterproofing Membrane is damaged by a fire loss, or
(k) Deficient design or defective workmanship was applied to the Waterproofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or
(l) The Owner fails to comply with every term and condition stated herein.

4. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the building during regular business hours.

5. Should the Waterproofing membrane be concealed, the cost of 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, shall be the Owner’s responsibility.

6. 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.

7. 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.

8. This warranty may be transferred to a subsequent owner of the Structure if approved in advance and in writing by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.

9. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the building during regular business hours.

10. This Warranty is Effective From: SAMPLE through: SAMPLE

Authorized Signature(1): SAMPLE Date: SAMPLE
Authorized Signature(2): SAMPLE Date: SAMPLE

SIKA CORPORATION • ROOFING
300 Dan Road • Canton, MA 02021
Tel: 781-828-5400 • Fax: 781-828-5365 • usa.sarnafil.sika.com

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