

# Limited Labor & Material Warranty

Warranty Serial No.: RC 22-

Building Owner:

Building Name:

Building Address:

Contractor:

Date of Substantial Completion:

Date of Inspection:

By:

Type of System: **Sikalastic**

Building/Area Name:

Used As: Waterproofing Membrane

Area Warranted: sq. ft.

Sika Corporation ("Sika"), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations stated herein, Sika will cause to be repaired leaks originating in the system indicated above (the "System") as applied to the building, including the cost of replacement product and labor to repair the leaks which are caused solely by material supplied by Sika that is proven to be defective in manufacturing for a period of \_\_\_ years commencing with the date of substantial completion of the installation of the system indicated above (the "System").

Sika requires that substrates be of sound condition capable and conducive for application of a new maintenance coating system. All surfaces to be coated must be adequately properly prepared, clean and free of dirt, debris, and loose particles, and in a moisture-free condition. All coating materials to be applied must have been stored properly, and installed pin-hole free according to Sika's then-current specifications, guidelines, and recommendations. This \_\_\_ year Limited Warranty shall be contingent upon the following mandatory minimums: (a) at least \_\_\_ ( ) wet mil (\_\_\_ dry mil) film coating thickness in the field; and (b) for all flashings, seams, terminations, transitions, penetrations, reglets, and other areas where water seepage may occur require fabric reinforcement embedded in the respective Sikalastic RoofCoat product.

## TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika on the first business day immediately following the discovery of each leak in the System and confirm in writing within one (1) week.
2. If on Sika's inspection, Sika determines that the leak is caused by a defect in the Sika material supplied by Sika to the Contractor for this building, except as provided in the following paragraph six (6), Owner's remedies and Sika's liability shall be limited to Sika's supply of replacement material or reimbursement of the cost thereof, and reimbursement of the direct costs of labor to repair such leak, exclusive of profit or overhead; provided, however, that Sika's liability under this warranty shall be limited to the total invoiced amount for the products sold by Sika for the building.
3. Sika shall in no way be responsible for the faulty or improper storage of materials and for the work of the Contractor, including without limitation, any installation errors or defects, or any costs whatsoever associated with, or attributable to, the work of the Contractor.
4. Sika shall not be responsible for the removal or cost of removal and/or reinstallation of any components/materials installed over the Sika System, including but not limited to, insulation, drainage mat, filter fabric, growing medium, plant life, pavers, gravel, concrete or walkways.
5. Sika is not responsible for the cost of scaffolding or any type of staging that may be necessary to make repairs to the Sika System installed and warranty herein.
6. This Limited Warranty does not apply and may be null and void if any of the following occur:
  - (a) The System is damaged by a natural disaster including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, winds in excess of 60 mph, or flood, or:
  - (b) The System 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) The System is damaged by the use of materials not supplied by or approved of in writing by Sika or installation of any incompatible products/accessories, or:
  - (d) A deficient pre-existing condition or equipment is causing water entry, or:
  - (e) Damage from ponding water (ponds of water that do not dissipate in under 48 hours) or improper slope to drain, or:
  - (f) Metal work or other accessories or equipment is used in the System and causes leaks, or:
  - (g) There are any alterations or repairs made on or through the completed System, 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, or:

- (h) Failure by Owner or Owner's lessee to use reasonable care in maintaining the System, or:
  - (i) 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 windblown objects; or
  - (j) The System is damaged by structural failures, including without limitation, settling or shifting of the building or movement, or cracking or deflection of the roof deck and or roof structure, or:
  - (k) The System is damaged by chemical conditions, animals, insects, or other conditions not disclosed in writing to Sika prior to the date of this Limited Warranty; or
  - (l) There are any alterations or repairs made on or through the System, or objects including without limitation, machines, structures, fixtures or utilities are placed on the System without prior written authorization of Sika; or
  - (m) A significant change in the use of the building by Owner or Owner's lessee expected by Sika to affect the System as originally installed, or:
  - (n) Deficient design applied to the System such as contact with incompatible materials and/or substrates, or:
  - (o) Any damage caused by vapor drive, infiltration or condensation of moisture in, through or around walls, copings, wall structure, reglets, underline surface or surrounding materials
  - (p) Any damage or failure due to expansion, contraction, settlement, cracking, warping, deflection, or other movement in the vertical surface greater than 1/16" in width at its widest point
  - (q) Discoloration of top coat due to normal weathering or asphaltic bleed through
  - (r) Owner fails to comply with every term and condition stated herein.
7. During the period of this Limited Warranty, Sika, its agents and employees, shall have free access to the building during regular business hours.
  8. Should the System be concealed, the cost of exposure of the System for purposes of Sika's investigation and/or repair, such as removal and replacement of any concrete, paving, backfill or overburden, shall be Owner's responsibility.
  9. Sika shall have no obligation under this Limited Warranty until all invoices for materials, installation, and services have been paid for in full.
  10. Sika'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.
  11. The remedies set forth in this Limited Warranty shall be Owner's exclusive and sole remedy against Sika with respect to the System and the work performed in connection with the System. Performance by Sika of its obligations under this Limited Warranty satisfies all obligations and liabilities of every kind and nature of Sika to Owner.
  12. Owner agrees to pay Sika for all costs attributed to work performed as the result of service calls for items not covered under this Limited Warranty.
  13. This Warranty is extended solely and exclusively to the owner of the building at the time the Sika System is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Sika and the costs to process the transfer and to inspect and repair the Sika System, if necessary, are paid for by the original owner.
  14. **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 EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES.**
  15. **SIKA 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 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.**
  16. This Warranty shall be governed by the laws of the State of New Jersey.
  17. This Limited Warranty shall not become effective unless and until signed by Contractor and Sika.

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

This Limited Warranty Is Effective From: \_\_\_\_\_ through: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature: Contractor

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Authorized Signature: Sika Corporation

\_\_\_\_\_  
Date: