

Limited 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: Roof (Concrete Deck)

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 either a) supply replacement material, or b) refund the purchase price of replacement materials purchased from Sika for material proven to be defective in manufacturing for the above building, for the repair of leaks caused solely by defects in the materials supplied by Sika 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 film / ___ dry 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 Sikalastic-500 or 500 Flash.

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 refund of the purchase price of the materials supplied by Sika on 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) Metal work or other accessories or equipment is used in the System and causes leaks, or:
 - (f) 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:
 - (g) Failure by Owner or his lessee to use reasonable care in maintaining the System, or:

