



"Lifetime PolyCoat" Waterproofing

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This Warranty Is From:

This limited warranty ("Warranty") is provided by Champion Waterproofing, Inc.

P.O. Box 525, Belleville, IL 62222, Phone: 1-800-653-2765

This Warranty Is To:

To you if you are a consumer purchaser (Buyer) of 1) a new single family detached residence; or 2) a multi-family unit with separate unit ownership; or 3) a multi-family residence with single ownership which has had Lifetime PolyCoat applied to the building's foundation walls. The foundation wall must be vertical, no more than a single story and made of poured concrete (NO ICF WALLS).

What Is Covered:

This warranty does NOT guarantee or warrant that irritants, such as mold, mildew, fungi or any other air quality problems will be reduced or eliminated!

Under normal use and service, the vertical surface of your foundation wall, excluding the crawl space portion of partial basements, not obscured or covered by other building materials should be free of water leakage or seepage through the areas that treated with Lifetime PolyCoat product ("Leakage"), Except for exceptions, exclusions, and limitations set fourth below.

What Will We Do If The Product Fails:

If our Lifetime PolyCoat fails, we will either repair or have repaired the area in question or provide replacement Lifetime PolyCoat as your remedy, including the removal of soil and/or interior finish if any, attached to the wall, and the reinstallation of the removed soil and/or interior finish to the extent required to investigate and/or repair the leakage. We will exercise our judgment and shall have the sole option to select the best method by which to remedy the leakage. We will undertake the cost of providing any replacement of Lifetime PolyCoat necessary, and pay for labor costs necessary to reapply or patch Lifetime PolyCoat within a reasonable time. Our total responsibility during the life of this warranty shall not exceed an amount equal to \$2.00 per square foot of foundation wall treated with Lifetime PolyCoat and requiring repair, or a total of \$2,500, whichever is lower.

Costs That You Will Be Responsible For:

To the extent the following applies to your situation, you will be responsible for certain costs associated with the repair or replacement of Lifetime PolyCoat.

Costs that we do NOT accept are:

- 1.) Removing or replacing trees, grass, or other landscaping.
- 2.) Removing or replacing interior or exterior components of the building or wall which are obstacles to repair (e.g.; steps, garage or garage floors, patio or patio floors, decks).
- 3.) Removing or replacing interior furnishings or fixtures (e.g.; carpeting, pad, furniture, etc.).
- 4.) Removing or replacing other obstacles that affect repair or damage thereto.

Exclusions:

Champion Waterproofing does not guaranty or warrant that irritants, such as mold, mildew, fungi, or any air quality problems will be reduced or eliminated.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the exclusion of consequential or incidental damages may not apply to you.

Limitations And Exceptions:

- A.) This warranty does not apply and Champion Waterproofing has no responsibility for mold, mildew, fungi, or air quality.
- B.) This warranty does NOT apply and Champion Waterproofing shall NOT have any responsibility for leakage or seepage of water from:

- 1.) Cracks or defects greater than 1/16", including structural defects in the walls, footings, or foundation regardless of cause.

- 2.) Damage to the applied Lifetime PolyCoat Waterproofing or walls due to abnormally harsh backfill. For example, we are not liable for damage caused by sharp angular stones or construction debris.
- 3.) Defective or inadequately functioning interior, exterior, or interior/exterior foundation drainage system.
- 4.) Interior, exterior, or an interior/exterior foundation drainage system which at the time Lifetime PolyCoat is applied does not meet or exceed local construction codes or good construction practices.
- 5.) Use of a foundation drainage board, foundation drainage mat, or similar foundation drainage media without a functioning exterior drainage system.
- 6.) Grading which does not slope away from the structure sufficiently to drain water away from the structure or which results in a grade line extending above the Lifetime PolyCoat Waterproofing that allows water to penetrate above the Lifetime PolyCoat Waterproofing. This also includes any pooling of water in areas under decks, patios, porches, cantilevers that allows standing water against the Lifetime PolyCoat Waterproofing due to settling of backfill. Damages or defects to the finish of the above grade membrane is not covered.
- 7.) Insufficient hydrostatic resistance at the base of the foundation walls and across any floor within the foundation walls that allows water migration migration through joints where the floor meets the walls or into the structure through basement floors or drains.
- 8.) Defective or inadequately functioning gutters and downspouts.
- 9.) Condensation on the foundation walls or interior finish.
- 10.) Openings for pipes, cables, ducts, and other intrusions into or alterations of the waterproofed walls made after application of Lifetime PolyCoat.
- 11.) Application of Lifetime PolyCoat by contractor other than Champion Waterproofing, Inc.
- 12.) The use of expansion or contraction devices in the design of the wall's structure. This also includes cold joints on room additions.
- 13.) Any construction technique used by a builder or subcontractor that allows water to enter above, below, or behind Lifetime PolyCoat. This includes water entering around windows or through brick and in cracks or beam pockets.
- 14.) Any contact by Lifetime PolyCoat Waterproofing with any other surface including but not limited to backfill soil or rock/gravel prior to the required 24-hour cure time.
- 15.) Any unpaid balance for work performed at this job site makes the warranty null and void!

No waiver by Champion Waterproofing of any limitation, term, or condition of this warranty shall operate as a waiver of any other limitation, term or condition applicable to the claim, or to any future claim, whether of like or different nature.

Warranty Duration:

This warranty extends for the lifetime of the original owner.

Transferability:

This warranty may be transferred to one subsequent buyer provided certain conditions are satisfied. To request a transfer of any remaining warranty, the subsequent buyer must complete a transfer request form and return it with a \$350.00 process fee payable to Champion Waterproofing, Inc. to the address below within 60 days after closing date of the purchase from the previous buyer. If Champion, at its sole discretion, does not approve the transfer request, then the \$350.00 processing fee will be refunded.

Claims Procedure:

If leakage or seepage occurs which you believe is through Lifetime PolyCoat, please notify Champion Waterproofing, Inc., P.O. Box 525, Belleville, IL 62222 1-800-653-2765. Notification must be within 30 days of the discovery of the leakage or seepage condition.

Original Invoice Date:

Original Invoice Number: