



# WARRANTY

## ALLSHEET DPM

### MATERIAL LIMITED WARRANTY ALLSHEET DPM

Allco Waterproofing Solutions Ltd (ALLCO) warrants to (and only to) THE END USER that the material ALLSHEET DPM conforms at the time of sale to the published specifications and is free from manufacturing defects (as defined by the products material specifications) and is able to withstand normal weathering and use for the period specified in this Warranty. This Warranty is effective from the date of sale and is valid for a period of 20 years for ALLSHEET DPM when installed for normal uses under the following conditions:

1. Free from tear, puncture or damage during installation
2. Storage away from direct sunlight prior to installation
3. **Is not left exposed for more than 28 days.**
4. No exposure to corrosive or petrochemical agents
5. The concrete remains unbroken
6. The building maintaining structural integrity

This Warranty does not include damages or defects to the material resulting from acts of God, casualty or catastrophe including but not limited to earthquakes, floods, piercing hail, tornadoes or force majeure. Normal use and service excludes, among other things but not limited to, the exposure of the liner to chemicals known to be harmful to the liner, mechanical abuse by machinery, equipment or people, or excessive pressure or stresses from any source upon improper application of installation. Should defects or premature loss of use within the scope of the above Warranty occur, ALLCO will, at its option and as THE END USER's sole remedy, repair or supply replacement material on a pro-rata basis at the then current price in such manner as to charge THE END USER only for that portion of the warranted life which has elapsed since the purchase of the material. ALLCO will have the right to inspect and determine the cause of any alleged defect in the material and to take appropriate steps to repair or supply replacement material for timely corrective measures if a defect exists which is covered under this warranty. Any claim for alleged breach of warranty must be made in writing by THE END USER, by certified mail, to ALLCO within 10 days of becoming aware of the alleged defect within the warranty period. Should the required notice not be given, the defect and all warranties will be deemed to have been waived by THE END USER and THE END USER shall not have any rights under this warranty. If repairs or replacements are to be affected, the lined area must be tendered to ALLCO in a clean, dry and unencumbered condition. This includes but is not limited to removal of all water, dirt, sludge, residuals or liquid of any kind from the lined area. If after inspection it is determined that there is no claim under this Warranty, THE END USER shall reimburse ALLCO for its costs associated with the site inspection.

ALLCO's liability under this Material Warranty and any other documents relating to the sale of ALLSHEET DPM to End User shall in no event exceed the amount of the sale price of the material sold

to the End User for the particular installation in which any defect or premature loss of use is alleged to have occurred. Under no circumstances shall ALLCO have any liability for direct, indirect, special, incidental or consequential damages resulting from a breach of this warranty including, but not limited to, damages for loss of production, lost profits, personal injury or property damage. No allowance will be made for repairs, replacements or alterations made by THE END USER unless with ALLCO'S written consent. ALLCO neither assumes nor authorizes any person (other than an officer of ALLCO) to assume for it any other or additional liability in connection with the ALLSHEET 500. Any repairs, replacements or alterations made without ALLCO's written consent or any attempted assumption of any such liability will void the rights and remedies provided Purchaser/User under this material warranty.

The ALLSHEET DPM material has been sold (and installed) for, and this Warranty is limited to the installation and sale at the location described below only. This Warranty extends to no person, entity or municipality other than THE END USER. No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify the Material Warranty or to waive ALLCO's rights hereunder, shall be binding on ALLCO unless the same shall be clearly described in written memorandum that expressly refers to the Warranty and which is separately signed by a duly authorized representative of ALLCO. Moreover, additional liabilities of, or limitations upon, the rights and remedies of ALLCO contained in such documents as purchase orders which may subsequently be exchanged between the parties shall have no force or effect upon the Warranty. The rights and remedies of THE END USER under this Warranty shall not come into effect unless payment in full has been made to ALLCO for all material provided.

The Material Warranty is extended to THE END USER and becomes effective at the time of sale to the END USER. The Material Warranty is non-transferable and non-assignable. No rights against ALLCO shall be created by any attempted transfer or assignment, nor shall any rights against ALLCO survive any attempted transfer or assignment. This Warranty does not extend to any materials furnished or installed by others in connection with the intended use of the Material.

THE MATERIAL WARRANTY HEREIN IS IN LIEU OF ALL OTHER POSSIBLE MATERIAL WARRANTIES AND ALLCO MAKES NO WARRANTY OF ANY KIND OTHER THAN THAT GIVEN ABOVE AND HEREBY DISCLAIMS ALL WARRANTIES BOTH EXPRESSED OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS IS THE ONLY WARRANTY THAT APPLIES TO THE MATERIALS REFERRED TO HEREIN AND ALLCO. DISCLAIMS ANY LIABILITY FOR ANY WARRANTY GIVEN BY ANY OTHER PERSON OR ENTITY, EITHER WRITTEN OR ORAL. BY ACCEPTING DELIVERY OF THE MATERIAL, THE PURSHASER/USER WAIVES ALL OTHER POSSIBLE WARRANTIES EXCEPT THOSE SPECIFICALLY GIVEN HEREIN.

DESCRIPTION OF INTENDED USE: Damp Proof Membrane

THE END USER acknowledges receipt of this Material Warranty and of having read this document and having accepted all the terms and conditions herein. Furthermore, THE END USER agrees that, but for the remedies and warranties provided in the Warranty, no other warranties or representations of ALLCO have been made by any agent or representatives of ALLCO and that this Warranty supersedes all other documents pertaining to ALLSHEET DPM.

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("END USER")

DATE:.....