

## DURA-RUBBER WARRANTY

Dura-Rubber!™ guarantees that Dura-Rubber!™ Material will be free from manufactures defects which will affect its ability to create a watertight membrane from the date of application for the period of five (5) years.

Warranty can be extended for an additional 5 years by applying a 20 mil maintenance coat at the end of each 5 year warranty period for a total of 25 years per application instructions.

**Limitations:** Subject to the terms. Limitations and conditions contained within this warranty. Dura-Rubber!™ shall replace defective material. Dura-Rubber!™ liability under this warranty and its obligation to expend the funds necessary to effect such replacement over the life of guarantee shall be limited to the owners original cost of the material. Dura-Rubber!™ s obligation to

Replace the material under this warranty above shall be of no force or effect unless:

1. Dura-Rubber!™ shall have no obligation under this guarantee until it has received payment in full for all materials and services.
2. No alteration or repair to the material is or has been without permission of Dura-Rubber!™.
3. During the terms of this guarantee, Dura-Rubber!™'s agent or employees shall have free access to application site.
4. Owner complies with every term and condition stated herein. Dura-Rubber!™'s failure at any time to enforce the term or condition stated herein shall not be construed to be a waiver of such provisions.

Warranty is void if:

1. Damaged by natural disasters, including but not limited to lightning, hail, gale force or strong winds not to 9 on the Beaufort scale, flood, hurricanes, tornadoes, and wind launched debris, earthquakes, or similar acts of God or natural causes.

**2. Installation is not followed according Dura-Rubber!™'s written installation procedures and coverage charts.**

3. Damaged by willful negligent acts of vandalism or any misuse.

4. Damaged by material not furnished by Dura-Rubber!™.

5. Damage by structural failure, including, without limitations, settling or shifting or movement, cracking, or deflection, of substrate, or Structure design.

6. Damage by any chemical condition not disclosed or traffic or storage of materials or infiltration of condensation of moisture in, in through or round walls.

7. There are alterations or repairs made to structure application...

8. The owner fails to comply with any terms or condition of this guarantee.

9. Fails to register and Provide application documentation

10. Warranty is only valid when applied to approved materials. Wood means wood with no other coating or sealer.

Concrete means concrete with no other coating or sealers. Metal means metal with no other coatings or sealers. Do to the vast number of coatings on the market please contact customer service for assistance on other coatings.

Dura-Rubber!™ shall have no obligation under this warranty and this warranty shall be of no force of effect unless and until validated by Dura-Rubber!™. This warranty is expressly in lieu of any and all other guarantees expressed or implied, including without limitation, warranties of merchantability and fitness for a particular purpose, and specifically conditioned upon owner's observance of compliance with general terms and provisions of guarantee.

Listed below and those requirements of Dura-Rubber!™. "Specifications". Dura-Rubber!™ does not inspect material only warranted projects. Any statements made or opinions offered regarding workmanship by any employee or agent of Dura-Rubber!™ shall not be deemed an acceptance of workmanship and shall not be binding upon Dura-Rubber!™. This warranty supersedes and is in lieu of all other warranties weather expressed or implied, including without limitation, warranties of merchantability and fitness for a particular purpose. This warranty shall not be liable for any consequential or accidental damages. Dura-Rubber!™' s employees and agents have no authority to give a warranty beyond those provided in this warranty. This warranty is non-transferable.