

**HYLOAD, INC.  
HIGH PERFORMANCE WATERPROOFING SYSTEMS  
10 YEAR LIMITED WARRANTY  
MATERIAL ONLY**

**HYLOAD, INC.**, 5020 Enterprise Parkway, Seville, OH 44273 (the "Company") warrants to the owner named below ("Owner") that for a period of 10 years, subject to the Terms, Conditions, and Limitations set forth below, the Hyload Waterproofing Membrane (the "Membrane") supplied to Owner for use on the commercial building project described below, will not leak and cause water infiltration into said building as a result of any defect in the design or manufacture of the Membrane, or as a result of defective workmanship in the application of the Membrane by Owner.

**TERMS, CONDITIONS & LIMITATIONS**

- This warranty shall not become effective nor will the Company have any obligation under this warranty until all bills for materials and services related to this installation are paid in full. Before using the Company's products, Owner must independently verify that the Company's products meet the Owner's requirements and are suitable for the Owner's use.
- This warranty shall become null and void if the following work is performed without the prior written approval of the Company: (a) any alterations or repairs to the roof, except emergency leak repairs made in a manner compatible with the Membrane (written notice of the emergency repair must be provided to the Company within 10 days); (b) subsequent work at or through the Membrane; or (c) changes in building usage resulting in damage to the Membrane.
- Throughout the term of this warranty, the Company and its representatives shall be given free access to the roof of the commercial building described herein during regular business hours.
- IF AFTER INSPECTION BY THE COMPANY, LEAKS IN THE MEMBRANE WHICH CAUSE WATER INFILTRATION INTO THE BUILDING ARE FOUND TO BE THE RESULT OF DEFECTS IN THE DESIGN OR MANUFACTURE OF THE MEMBRANE, OR DEFECTIVE WORKMANSHIP IN THE APPLICATION OF THE MEMBRANE, THE COMPANY WILL, VIA SUCH METHODS AS IT DETERMINES APPROPRIATE, EFFECT THE REPAIR OF SUCH LEAKS OR FURNISH OWNER WITH SUFFICIENT MEMBRANE TO REPLACE THAT PORTION OF THE MEMBRANE WHICH IS DEFECTIVE. IT SHALL BE AT THE COMPANY'S SOLE DISCRETION WHETHER TO REPAIR OR REPLACE THE DEFECTIVE MEMBRANE. HOWEVER, IN NO EVENT SHALL THE COMPANY'S OBLIGATIONS OVER THE LIFE OF THE WARRANTY EXCEED THE RETAIL PRICE OF THE COMPANY'S PRODUCTS USED IN THE ORIGINAL INSTALLATION OF THE MEMBRANE. AS A CONDITION PRECEDENT TO THE COMPANY'S REPAIR OR REPLACEMENT, OWNER SHALL AT ITS SOLE COST REMOVE AND/OR EXCAVATE ALL MATERIALS, SOILS, EQUIPMENT, PAVERS AND ANY OTHER OVERBURDEN FROM THE AFFECTED AREAS OF THE MEMBRANE.
- Owner shall provide immediate notification by telephone to the Company upon the discovery of any leak in the Membrane and written confirmation of such leak within 15 days thereafter. Failure to comply with this notice requirement shall constitute a material breach of the warranty.
- In the event repairs are required which are not covered by this warranty, the Company will advise Owner of such repairs to be made at Owner's expense. If the required repairs are promptly made by Owner, this warranty shall remain in effect for the unexpired portion of its original term. If Owner does not make required repairs promptly (within 30 days), this warranty shall automatically terminate without further notice by the Company.
- THIS WARRANTY SHALL NOT BE APPLICABLE TO NOR SHALL THE COMPANY BE RESPONSIBLE FOR LEAKS OR DAMAGE CAUSED IN WHOLE OR IN PART BY: ACTS OF GOD, INCLUDING BUT NOT LIMITED TO, LIGHTNING, HURRICANES, TORNADOES, OR EARTHQUAKES; VANDALISM, CIVIL DISOBEDIENCE OR ACTS OF WAR; SETTling, WARPING, MOVEMENT, DEFECTIVE CONDITION, CORROSION, OR OTHER FAILURE OF THE STRUCTURE OR SUBSTRATE TO WHICH THE MEMBRANE IS ATTACHED; ANY CHEMICAL CONTAMINANTS POTENTIALLY INJURIOUS TO THE MEMBRANE THAT HAVE NOT BEEN SPECIFICALLY APPROVED BY THE COMPANY VIA THE WARRANTY REQUEST FORM; FAILURE BY OWNER OR ANY LESSEE TO USE REASONABLE CARE IN MAINTAINING THE MEMBRANE INCLUDING USE OF SEALANTS OR CAULKING; TRAFFIC OR STORAGE OF MATERIALS ON THE MEMBRANE; INFILTRATION OR CONDENSATION OF MOISTURE IN, THROUGH, AROUND, OR ABOVE ANY PORTION OF THE BUILDING NOT COVERED BY THE MEMBRANE; ACTS OF NEGLIGENCE OR MISUSE BY OWNER OR ANY OTHER PARTY; DEFECTIVE INSTALLATION OR FAILURE OF ANY MATERIAL OR COMPONENT NOT FURNISHED BY THE COMPANY; DESIGN CHARACTERISTICS OF THE BUILDING, INCLUDING THE INABILITY OF THE BUILDING TO WITHSTAND LOADS IMPOSED ON THE BUILDING FROM ANY SOURCE; DISTORTION, EXPANSION OR CONTRACTION OF ANY WORK OR FLASHING OTHER THAN THAT INCLUDED AS PART OF THE MEMBRANE SYSTEM; AND IMPROPER OR FAULTY WORKMANSHIP ON THE PART OF CONTRACTOR.**

- TERM OF WARRANTY.** This warranty is valid for 10 years beginning on the date installation is completed as indicated hereon.
- This warranty is not assignable; it applies only to the original building owner named below.
- IT IS UNDERSTOOD AND AGREED THAT THE REMEDY SET FORTH HEREIN IS OWNERS' SOLE AND EXCLUSIVE REMEDY SO THAT THE COMPANY'S REPAIR OF LEAKS CONSTITUTES FULFILLMENT OF ALL ITS OBLIGATIONS. IN NO EVENT SHALL THE COMPANY BE LIABLE (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO UNDERLYING COMPONENTS, DAMAGE TO THE BUILDING OR ITS CONTENTS, LOST PROFITS OR OTHER ECONOMIC LOSSES OR PUNITIVE DAMAGES..**

**DISCLAIMERS**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

<u>AREA DESIGNATION</u>		
<u>BUILDING NAME</u>		
<u>BUILDING ADDRESS</u>		
<u>OWNER'S NAME</u>		
<u>OWNER'S ADDRESS</u>		
<u>WATERPROOFING CONTRACTOR'S NAME</u>		
<u>WATERPROOFING CONTRACTOR'S ADDRESS</u>		
<u>COMPLETION DATE</u>	<u>SQUARE FEET</u>	<u>PRODUCT</u>

Owner agrees to accept this warranty as part of its purchase of the Hyload Waterproofing Membrane. This warranty shall be governed by the laws of the State of Ohio, excluding principles of conflicts of law. The parties agree that all actions arising under this warranty shall be brought in the Court of Common Pleas for Medina County, Ohio.

HYLOAD, INC.

<u>BY</u>
<u>TITLE</u>
<u>DATE</u>

HYLOAD, INC.  
5020 Enterprise Parkway  
Seville, Ohio 44273  
800-457-4056