

**MAR-FLEX QUICKSEAL RESIDENTIAL
EXTERIOR FOUNDATION WATERPROOFING
FOR POURED WALLS**

TEN (10) YEAR ECONOMY LIMITED TRANSFERABLE MEMBRANE ONLY WARRANTY

ELIGIBLE WARRANTY RECIPIENT:

A consumer purchaser ("Buyer") of a NEW (1) single family detached residence, (2) a multi-family unit with separate unit ownership, or (3) or a multi-family residence with single ownership which has had the QuickSeal™ Waterproofing Membrane ("Membrane Only") applied to the building's below grade exterior poured walls.

WARRANTY SPAN:

Any implied warranties are limited to TEN (10) years of the duration of ownership of the original and if applicable, the subsequent consumer purchaser, whichever event occurs first. No representative, employee or agent of Mar-flex, or any other person has the authority to assume for Mar-flex any additional liability or responsibility in connection with this warranty.

WHAT THE WARRANTY COVERS:

When applied to normal use and service of exterior vertical subsoil basement foundation poured concrete walls, and not covered or obscured by other building materials shall prevent water leakage or seepage into the residence through the areas treated with the QuickSeal Waterproofing Membrane. This warranty is expressly conditioned upon the installation of the QuickSeal Waterproofing Membrane in accordance with the Mar-flex written application instructions and specifications in effect at the time of installation. This warranty is further subject to the conditions, exclusions and limitations stated below.

ADDITIONAL CONDITIONS, EXCLUSIONS, LIMITATIONS:

MAR-FLEX SHALL NOT ASSUME RESPONSIBILITY FOR AND THE WARRANTY DOES NOT APPLY TO:

1. MAR-FLEX DOES NOT GUARANTEE, WARRANT OR IMPLY THAT IRRITANTS SUCH AS MOLD, MILDEW, FUNGI OR AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED.
2. CRACKS OR DEFECTS INCLUDING STRUCTURAL DEFECTS IN THE WALLS, FOOTINGS OR FOUNDATIONS OF THE STRUCTURE IRRESPECTIVE OF CAUSE ARE IN EXCESS OF 1/16TH OF AN INCH IN WIDTH AT ANY POINT AS MEASURED ON THE INTERIOR WALL SURFACE.
3. IMPROPER DRAINAGE ABOVE, AROUND OR BELOW THE BUILDING OR THE FOUNDATION WALLS RESULTING FROM THE FOLLOWING SPECIFIED FAILURE TO EITHER MEET OR EXCEED NATIONAL AND/OR LOCAL CONSTRUCTION CODES OR FAILURE TO FOLLOW GOOD CONSTRUCTION PRACTICES AT THE TIME OF APPLICATION OF THE QUICKSEAL WATERPROOFING MEMBRANE:
 - a. DEFECTIVE OR INADEQUATE INSTALLATION OR OPERATION OF THE STRUCTURES INTERIOR OR EXTERIOR FOUNDATION DRAINAGE SYSTEMS, OR THE FAILURE TO USE REASONABLE CARE IN THE MAINTENANCE OF THE FOUNDATION AND BUILDING DRAINAGE SYSTEM.
 - b. GRADING WHICH DOES NOT SLOPE AWAY FROM THE FOUNDATION AT A MINIMUM OF ½" PER FOOT FOR THE FIRST 12' FROM THE STRUCTURE.
 - c. WHEN OTHER HOME PROXIMITY PREVENTS PROPER GRADING; DOWNPOUTS THAT ARE NOT PROPERLY PIPED AWAY FROM FOUNDATION TO BACK OF LOT OR STORM SEWER.
 - d. DEFECTIVE AND/OR INADEQUATE FUNCTIONING OR NON-EXISTENT DOWNSPOUTS AND/OR GUTTERS.
 - e. INSUFFICIENT DRAINAGE AT THE BASE OF FOUNDATION WALLS OR ACROSS ANY FLOORS WITHIN THE FOUNDATIONS WALLS THAT ALLOWS HYDROSTATIC PRESSURE TO PUSH WATER THROUGH THE JOINTS WHERE THE FLOOR AND WALLS MEET OR THROUGH FLOOR CRACKS OR FLOOR DRAINS.
 - f. INADEQUATE DRAINAGE IN LANDSCAPING BEDS ADJACENT TO THE FOUNDATION
4. FOUNDATIONS THAT WERE NOT BACKFILLED WITHIN 15 DAYS OF THE WATERPROOFING MEMBRANE INSTALLATION.
5. DAMAGE TO THE INSTALLED QUICKSEAL WATERPROOFING MEMBRANE OR TO THE WALLS ONTO WHICH IT IS APPLIED.
6. DEFECTS, DAMAGES OR MISAPPLICATIONS OCCURRING DURING THE INSTALLATION OF QUICKSEAL WATERPROOFING MEMBRANE INCLUDING, BUT NOT LIMITED TO, APPLICATION TO DIRTY, WET/DAMP OR FROZEN WALLS, FAILURE TO PATCH WALL TIES AND HONEYCOMBED AREAS AND OTHER VOIDS WITH MAR-FLEX'S MASTIC OR COMPARABLE PRODUCT,
7. APPLICATIONS IN TEMPERATURES BELOW 0° F WHEN USING SOLVENT-BASED PRODUCT AND BELOW 20° F WHEN USING WATER-BASED PRODUCT.
8. MEMBRANE NOT APPLIED AT A MINIMUM OF A 40 MIL DRY THICKNESS.
9. GRADING WHICH RESULTS IN THE FINISHED GRADE EXTENDING ABOVE THE QUICKSEAL WATERPROOFING SYSTEM, ALLOWING WATER TO PENETRATE AND ENTER THE FOUNDATION ABOVE THE MEMBRANE.
10. INTERIOR CONDENSATION ON THE WALLS.
11. USE OF UNAPPROVED EXPANSION OR CONTRACTION DEVICES IN THE DESIGN OF THE STRUCTURE.
12. ALTERATIONS/INTRUSIONS SUCH AS PLUMBING, ELECTRICAL CABLES OR OTHER UTILITY FIXTURES INTO THE COATED WALLS AFTER APPLICATION OF THE QUICKSEAL WATERPROOFING MEMBRANE

SAMPLE WARRANTY

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UNLESS REPAIRED IN ACCORDANCE WITH MAR-FLEX'S WRITTEN SPECIFICATIONS AND INSTRUCTIONS IN EFFECT AT THE TIME. CALL 1-800-498-1411 FOR INSTRUCTIONS.

13. NATURAL DISASTERS OR UNUSUAL PHENOMENON INCLUDING, BUT NOT LIMITED TO, FLOODING, LIGHTNING, GALES, HURRICANES, TORNADOES, EARTHQUAKES, ACTS OF GOD, FIRE, VANDALISM, WARS, CIVIL DISOBEDIENCE, DEFECTS IN THE UNDERLYING MATERIAL OR STRUCTURE.
14. ENGINEERING OR STRUCTURAL FLAWS IN THE BUILDING DESIGN OR CONSTRUCTION OF MACHINERY, DUCTS, VENTS OR OPENINGS THROUGH THE QUICKSEAL WATERPROOFING MEMBRANE.
15. ANY BUILDING TECHNIQUES USED THAT WOULD ALLOW WATER TO INFILTRATE ABOVE, BELOW OR BEHIND THE QUICK SEAL WATERPROOFING MEMBRANE. THIS WOULD ALSO INCLUDE NEGLIGENCE, ACCIDENTS, MISUSE, AND ABUSE OR INTENTIONAL ACTS.
16. ANY INVOICES THAT HAVE NOT BEEN PAID TO THE APPROVED CONTRACTOR, MATERIAL SUPPLIER OR MAR-FLEX.
17. ANY MATERIALLY FALSE STATEMENT MADE BY THE BUYER OR ANY INDIVIDUAL IN CONNECTION WITH THE REGISTRATION OF THIS WARRANTY.

CONSUMER REMEDIES:

Should it be determined that the QuickSeal Waterproofing Membrane has failed, Mar-flex's liability shall be limited and your exclusive remedy shall be, at Mar-flex's option, either (a) return of the price paid for the materials only or (b) replacement cost of the materials only (excluding labor or any other charges) that does not meet this limited warranty. **THIS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE ORIGINAL CONSUMER PURCHASER.**

NO LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES:

To the maximum extent permitted by applicable law, in no event should Mar-flex be liable for any other damages whatsoever (including without limitation, special, incidental, consequential or indirect damages) arising out of the use or inability to use this product.

NO OTHER WARRANTIES:

To the maximum extent permitted by applicable law, Mar-flex disclaims all other warranties, express or implied including but not limited to implied warranties of merchantability and fitness for a particular purpose. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

TRANSFERABILITY:

This warranty may be transferable to subsequent consumer purchasers, at Mar-flex Waterproofing & Building Products sole discretion. To request a transfer of a warranty, the subsequent buyer should submit a written request to transfer with a \$500.00 transfer fee payable to Mar-flex. Mail a written request letter; include warranty number, to Mar-flex Waterproofing & Building Products, Attn: Warranty Department, 500 Business Pkwy, Carlisle, Ohio 45005 within sixty (60) days of the closing date of the purchase from the original warranty holder. If the transfer is not approved, the entire \$500.00 transfer fee will be refunded.

DISPUTES:

Buyer and Mar-flex specifically agree that any controversy or claim arising out of this Warranty shall be settled by binding arbitration in the State of Ohio (as exclusive venue) administered by the American Arbitration Association under its Commercial Arbitration Rules.

EFFECTIVE DATE OF WARRANTY COVERAGE:

This warranty commences on the date of application. Homeowner warranty registration should be completed within thirty (30) days of purchase.

WARRANTY CLAIMS:

If leakage occurs which you believe to be infiltrating through the QuickSeal Waterproofing Membrane, please notify your applicator or Mar-flex in writing. Mar-flex or its' applicators shall conduct a prompt investigation of the claim and effect repairs under the terms and conditions of the warranty as outlined above.

SAMPLE WARRANTY