



SUPERSEAL

Dimpled Membrane

**PRODUCT /LABOR
WARRANTY
CERTIFIED
INSTALLERS**

Superseal Basement Systems Ltd. (the "Manufacturer") hereby warrants to the purchaser of the Product (the "Purchaser") and the owner of the building structure (the "Owner") that there will be no water leakage into the building structure through those areas of the basement walls which are covered by the Product.

Warranty Duration:

The labor portion of this warranty being ten (10) years in duration, shall remain in effect for a period of ten (10) years from the original date of installation. Product warranty shall remain in effect for a period of forty (40) years from original date of installation. If the product is repaired or replaced by SUPERSEAL, only the unexpired warranty will remain in effect.

What is covered:

Failure of products: under normal use and service, your foundation walls should be free of water leakage or seepage through the areas that are treated with SUPERSEAL DIMPLED MEMBRANE.

Transferability:

This Warranty may be transferred to subsequent Buyers providing that all the conditions, limitations, exceptions and exclusions and all parts of this warranty are accepted by the transferee (being the buyer). To request a transfer of any remaining Warranty, the Buyer must notify SUPERSEAL BASEMENT SYSTEMS LTD. within sixty (60) days after the closing date of the purchase from the previous owner in writing by filling out the area on the bottom of this warranty under transfer requests. Superseal will make an investigation as to the request and will notify the buyer within sixty (60) business days by registered mail or fax after Superseal Basement Systems Ltd. receives the request. If Superseal Basement Systems Ltd. at its sole discretion does not approve the transfer request the purchaser will be notified. 19350 -36th Avenue, Surrey, B.C.V3S 0L5 Canada, Telephone: 1-800-571-1877

LIMITATIONS AND EXCEPTIONS: This Warranty does not apply and SUPERSEAL shall not have responsibility for leakage or seepage of water resulting from:

A. Superseal Basement Systems Ltd. does not warranty and has no responsibility for irritants, air quality, mold, mildew or fungi.

1. Damage to the applied products or walls or floors due to abnormally harsh or unacceptable backfill. For example, Superseal will not liable for damage caused by sharp stone or construction debris.
2. Defective or inadequately functioning drainage systems whether it be interior or the exterior of the structure.
3. Interior or exterior drainage systems which at the time products are applied or at a later date that do not meet or exceed local construction codes or good building and drainage practices. (Based on Canadian or American building codes) example: International Residential Code, National Building Code.
4. Use of foundation drainage board, foundation drainage system that does not meet or exceed local construction codes or good building and drainage practices.
5. 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 products that allows water to penetrate behind the products or through the wall or floor.
6. Insufficient hydrostatic resistance at the exterior base foundation walls and across any floor within the foundation walls that allows water migration through joints where the floor meets the walls or into the structure through basement floors or drains either from rising water tables or floods.
7. Defective or inadequately functioning gutters or downspouts. (Example: downspouts that drain water behind the membrane or into window wells.)
8. Condensation on the interior foundation walls, floors, insulation, vapour barriers or on interior finishes.
9. Openings from pipes, drains, additions, cables, ducts and other intrusions or alterations of the waterproofed or damp proofed walls or floors made after the finished application or installation of products as per the manufacturers specification regarding installation guidelines.
10. The use of expansion or contraction devices in the design of the wall or floor structures that exceed 1/8 of an inch expansion or contraction and/or allow water or moisture behind the products.
11. Any construction technique used by a builder, home owner, subcontractor or any person that allows water to enter above, below or behind products.
12. Any contact by other products installed against the foundation after the installation of the product is completed.
13. Any fasteners, which penetrate after application that cause the membrane to allow water behind, above or below.
14. The membrane damaged by natural disasters, including but not limited to lightning, gales, floods, hurricanes, tornadoes, earthquakes, or circumstances deemed to be acts of God.
15. Cracks or defects greater than 1/8" including structural defects in the walls, floors, footings or foundations regardless of cause or any cracks in the foundation or walls or floors that allow moisture to enter behind above or below the products.
16. Application of products by any person or contractor other than an installer certified by Superseal Basement Systems Ltd.

No waiver by SUPERSEAL of any limitation, term or condition of this limited 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.

Investigation:

Prior to replacement of the Product, Superseal Basement Systems Ltd. shall be entitled to conduct an investigation or inspection of the source of the water leakage within a reasonable time. Reasonable time being within sixty (60) days of receipt of notification of the leak in writing by registered mail to Superseal Basement Systems Ltd. If Superseal Basement Systems Ltd. determines that this warranty does not apply, Superseal reserves the right to charge for expenses in conducting the investigation.

Remedy, What Superseal will do if the product fails:

If, after inspection or investigation, Superseal Basement Systems Ltd. determines that this warranty applies, Superseal or an installer certified by Superseal will fix the leak by either exterior or interior repair including removal and replacement of drywall insulation, paint, and cleaning of carpets only, or removal and replacement of backfill earth or exterior earth only. Superseal or an installer certified by Superseal shall not be liable for no other losses or damages. Superseal or an installer certified by Superseal will exercise judgement and will have the sole option to select the best method to fix the leak. Superseal will undertake the cost in providing replacement product and labour to reapply or patch within a reasonable time. Reasonable time being within sixty (60) days of investigation by Superseal. Superseal's total responsibility during the life of this warranty shall not exceed an amount equal to \$4.00 (Canadian currency) per square foot of foundation wall treated with the product and requiring repair or replacement of the product at the leaking area or a total of \$12,000.00 (Canadian currency) which ever is lower.

Costs you will be responsible for:

To the extent the following applies to your situation, you will be responsible for certain costs associated with repair or replacement of products. Costs that we do not accept are: removing or replacing trees, grass, or other landscaping. Removing or replacing interior or exterior components of the building or the wall which are obstacles in the way to repair the leaking area. (Example: porch or porch floors, decks steps, garage, or garage floors, patio or patio floors, drainage systems, window wells, buried power cables, or utility services) removing or replacing interior walls, furnishing or fixtures, (Example: carpeting, furniture and personal possessions, built-in bars, built-in entertainment-systems, etc.) Removing or replacing other obstacles that affect repair or damage thereto.

EXCLUSIONS:

SUPERSEAL BASEMENT SYSTEMS LTD. DOES NOT GUARANTEE OR WARRANT IN ANY WAY THAT MOLD, MILDEW OR FUNGI OR IRRITANTS OR AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED. THIS WARRANTY EXCLUDES SUPERSEAL BASEMENT SYSTEMS LTD. FROM ANY LIABLE OR CLAIMED DAMAGES DUE TO MOLD, MILDEW, FUNGI OR IRRITANTS FROM MOISTURE OR ANY OTHER FOREIGN BODIES, SUBSTANCES, OR CONSTRUCTION MATERIALS. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE. NO OTHER WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN ARE GIVEN. THIS WARRANTY EXCLUDED ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION THOSE ATTRIBUTABLE TO BREACH OF ANY WARRANTY MADE WITH REGARD TO SUPERSEAL PRODUCTS. AS AN EXAMPLE, THIS MEANS WE WILL NOT TAKE RESPONSIBILITY FOR ANY DAMAGES YOU MIGHT SUSTAIN THAT ARE RELATED TO SEEPAGE OR LEAKAGE OF WATER, DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR FOR COSTS OF REPAIR OR REPLACING SUPERSEAL PRODUCTS OTHER THAN THAT SPECIFICALLY PROVIDED UNDER THIS WARRANTY.

This Warranty gives you specific legal rights, and you may also have other rights, which vary from province to province and from state to state. If any such limitation or exclusion is not allowed, then such limitation or exclusion shall be deemed severed from this Warranty and the remaining exclusions and limitations shall apply.

Disputes:

All claims or disputes arising pursuant to this Warranty shall be exclusively resolved by a single arbitrator selected by SUPERSEAL pursuant to the terms of the Arbitration Act, S.A., 1991 CA-43.1 and the Rules of Procedures of British Columbia International Commercial Arbitration Centre in effect from time to time will apply to any arbitration conducted under this Warranty. Superseal and the buyer specifically agree that any claim or controversy arising out of this warranty shall be settled in the province of British Columbia.

Claims Procedure:

If leakage or seepage occurs caused by a failure of products, please notify Superseal Basement Systems Ltd., by registered mail to 19350 -36th Avenue, Surrey, B.C.V3S 0L5 Canada. Notification must be within thirty (30) days of the discovery of the leakage or seepage condition. Upon receipt of such notification, SUPERSEAL will make a prompt investigation of the claim and perform its obligations as required herein.

Severability:

If any part of this Warranty shall be determined to be invalid then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.

Warranty Valid To The Below

Site Address: _____

Owner: _____

Installed By: _____

Date: _____

This Section For Warranty Transfer Requests Only

Transfer Approval Number: _____

Transfer Name: _____

Telephone: _____

Fax: _____

Mailing Address: _____

Date: _____



SUPERSEAL
Basement Systems Ltd.
GUARANTEED DRY BASEMENTS

1-800-571-1877
www.superseal.ca