



MICHIGAN PAVING AND MATERIALS COMPANY
INDUSTRIAL/COMMERCIAL FIVE-YEAR LIMITED PERFORMANCE WARRANTY
855-9HG-SEAL (855-944-7325)

Subject to all of the provisions stated below, Michigan Paving and Materials Company ("MPM") warrants to the first purchaser of a new industrial/commercial structure (the "Customer") protected with a HouseGuard Waterproofing System™ consisting of HouseGuard TruDryXG membrane with Green Jacket™ R-5 or R-10 and Dow Perimate board R-5 or R-10 protection-drainage board (the "HouseGuard Waterproofing System™"), that for a period of five (5) years from the date of installation of the HouseGuard Waterproofing System™, vertical exterior poured concrete walls reinforced with rebar and protected by the HouseGuard Waterproofing System™ shall be free of water leakage and seepage under normal use and service, up to a maximum depth of fifteen feet (15') below grade. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Exclusive Remedy, Limit of Liability

Should the HouseGuard Waterproofing System™ fail to perform as warranted, MPM will, at its option, either (i) repair the leaking area or (ii) reimburse the Customer for the actual costs of repair, notwithstanding anything to the contrary, MPM's total aggregate responsibility under this limited warranty shall not exceed \$3,000.00. Further, MPM shall not be responsible, and shall not reimburse Customer or any other person, for:

1. Removing or replacing trees, grass or other landscaping.
2. Removing or replacing interior or exterior components of the building or wall which are obstacles to repair (e.g. steps, garage or garage floors, patio or patio floors, decks).
3. Removing or replacing interior finishing's or fixtures (e.g. carpeting, furniture, etc.)
4. Removing or replacing other obstacles that affect repair, or repairing damage thereto including, but not limited to, wallpaper, wallboard, paneling, plaster, masonry surfaces, drywall, paint or any other decorative coverings.
5. Investigative charges, engineering charges, or labor necessary to determine extent or cause of seepage or leaks
6. Abatement costs incurred for any mold, fungi, or airborne particulates/irritants.

Exclusions

This limited warranty does not apply to, and MPM shall have no responsibility for, water leakage and seepage resulting from any of the following:

1. Cracks or defects greater than 1/16", including without implied limitation defects and cracks caused by shifting, moving, or settling of the structure, or the soil adjacent to or beneath the structure, and by structural or construction defects in the walls, footing or foundation of the structure, irrespective of cause.
2. Damage to the installed HouseGuard Waterproofing System™ or to the walls to which it is applied.
3. Defective or inadequately functioning interior, exterior, or interior/exterior foundation drainage system gutters, downspouts, or faulty sump pump systems
4. Interior condensation on the foundation walls, floors, or interior finish.
5. Intrusions into or alterations of the waterproofed walls after installation of the HouseGuard Waterproofing System™ (e.g. penetrations or openings for pipes, cables, ducts, etc.) unless previously treated by an authorized HouseGuard applicator in accordance with MPM's written instructions.
6. Any HouseGuard Waterproofing System™ installed by anyone other than an Authorized HouseGuard Applicator.
7. Grading which does not slope away from the structure sufficiently to drain water away from structure or results in a grade line extending above the waterproofing system (allowing water to penetrate a above the HouseGuard Waterproofing System™).
8. The use of any material or substance not compatible or approved for use with the HouseGuard Waterproofing System™.
9. Any foundation construction technique used by a builder or subcontractor that allows water to enter above, below, or behind the HouseGuard Waterproofing System™.
10. Water leakage or seeping upward into the structure through basement floors or drains.
11. Natural disasters or unusual phenomena, including without implied limitation, earthquakes, lightning, gales, hurricanes, tornadoes, fire, floods and/or vandalism.
12. Failure by Buyer, lessee, or other user of the building to use reasonable care in the maintenance of the foundation and drainage system.
13. Drain tile not installed along side of or on top of footer connecting to daylight or sub drainage system.
14. Drain tile system that has become non-functional or if there is an absence of positive drainage.
15. Failure to provide sufficient hydrostatic pressure resistance at the exterior base of the foundation walls or across any floor within the foundation walls such that it allows water migration between the joints where the floor meets the wall, migration through the floor(s) itself, or through drains in the foundation floors. Construction must be such that hydrostatic pressure buildup is eliminated through proper drainage of water away from the foundation areas.
16. The installation or use of expansion and/or contraction devices within the wall's structure which may interfere with or disrupt the continuity of the HouseGuard Waterproofing System™.
17. Failure of the HouseGuard Waterproofing System™ as a result of the failure to follow the required procedures for HouseGuard Waterproofing System™ application, including but not limited to proper substrate cleaning and preparation, observing proper application temperatures, application of required film thickness, and allowing proper cure time prior to covering and back filling.

Limitations and Disclaimers

THE LIABILITY OF MPM SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS, DELAY, OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SYSTEM TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE TO ANYONE

BY REASON OF THE FACT THAT ANY SYSTEM SHALL HAVE BEEN DEFECTIVE. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTIES DESCRIBED HEREIN. PURCHASER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMER OF WARRANTY SHALL BE CONSTRUED AGAINST MPM, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF MPM.

For the avoidance of doubt, MPM does not warrant nor guarantee that irritants such as mold, mildew, fungi or other indoor air pollutants/irritants will be reduced or eliminated by the use of the HouseGuard Waterproofing System™.

Registration

This limited warranty is void unless the warranty registration form is completed by the Customer and received at MPM within thirty (30) days from the date Customer purchases a new industrial/commercial structure with a HouseGuard Waterproofing System™. All forms MUST include the date on which the HouseGuard Waterproofing System™ covered hereunder was installed. MPM is not the responsible for forms lost in the mail. You may also FAX your completed form to 989-402-5583. We recommend calling to insure it has been received at 1-855-9HG-SEAL (944-7325).

Claim Procedure

If leakage or seepage occurs which you believe is through the HouseGuard Waterproofing System™, and you wish to make a claim under this limited warranty, you must notify Michigan Paving and Materials Co., 1950 Williams Street, Alma, MI 48801 within thirty (30) days of the discovery of the leakage or seepage problem. Upon receipt of the notification, MPM will review the claim, determine the suitability of the supporting documents as to the requirements of this limited warranty, and perform its obligations, if any, as stated herein.

Arbitration

Any controversy or claim arising out of or relating to this limited warranty, or reach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, such arbitration to be held in Canton, Michigan and judgment upon the award rendered by the Arbitration(s) may be entered in any Court having jurisdiction thereof. This limited warranty shall be governed by, and construed and enforced in accordance with the law of the State of Michigan USA.

Warranty Transfer

This limited warranty may not be transferred without the written consent of MPM. MPM may, at its sole discretion, permit the limited warranty to be transferred to a subsequent owner of the industrial/commercial structure protected by the HouseGuard Waterproofing System™ during the term of this limited warranty. A Customer wishing to transfer this limited warranty should contact MPM to receive a warranty transfer form, and complete and return such form along with a processing fee of \$350.00 by check made payable to Michigan Paving and Materials Company within thirty (30) days after the transfer of ownership of the structure. Request form may be obtained by contacting HouseGuard, a division of Michigan Paving and Materials Company at 1-855-944-7325. MPM reserves as its exclusive right to accept or reject any warranty transfers beyond the original Customer. If the application for limited warranty transfer is rejected by MPM, the \$350.00 transfer fee will be promptly refunded.

Entire Agreement

This Limited Warranty constitutes the entire understanding between the parties and supersedes all prior agreements. No oral statements made by either party or agents claiming to represent either party shall be binding. **No waiver, modifications or additions to this Agreement shall be valid unless they are in a writing signed by both parties; any other such waivers, modifications or additions, including those printed on any purchase order, are hereby rejected by MPM.**

Severability

Any provision of this Agreement that is found by an arbitrator or other adjudicator of competent jurisdiction to be invalid, void, or otherwise unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.



HouseGuard Division
1950 Williams St.
Alma, MI 48801
Phone: 1-855-9HG-SEAL
<http://www.houseguard.com>