



MICHIGAN PAVING AND MATERIALS COMPANY WARRANTY  
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 consumer purchaser ("Buyer") of a new single family detached residence, multi-family residence with separate unit ownership, or multi-family residence with single ownership, that under normal use and service, the vertical walls of poured concrete single-story foundations shall be free of water leakage and seepage into the residence through the areas coated with **HouseGuard® Waterproofing System™** consisting of the **HouseGuard® TruDry™ waterproofing membrane(s)** for a period of Five(5) years from the date of installation, provided the product is installed by an Authorized HouseGuard® Applicator and strictly in conformance with MPM's written specifications and application instructions. This limited warranty gives 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 repair or have repaired the area in question or provide replacement of the HouseGuard® Waterproofing System the area leaking as your remedy. MPM will have the sole option of determining the best method by which to remedy leakage.

MPM will provide the labor and materials necessary to prevent the seepage or leakage of water into the residence through the walls coated with the HouseGuard® Waterproofing System™ in the area in question, excluding any items listed below that are not covered under this limited warranty MPM's total responsibility during the life of this limited warranty shall not exceed an amount of \$750.00 maximum aggregate for all claims during the life of warranty on the wall treated with the HouseGuard® Waterproofing System™ requiring repair.

#### What Is Not Covered

The above remedy shall not include the cost of

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

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™. This limited warranty does not apply to, and MPM shall have no responsibility for, leakage or seepage of water 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. Installation of the HouseGuard® Waterproofing System™ 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 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

**Any express warranty not provided in this limited warranty document and any remedy for breach of contract that, but for this provision, might arise by implication or operation of law, is hereby excluded and disclaimed, implied warranties of merchant ability and of fitness for a particular purpose are expressly disclaimed. Limited to a term of five (5) years from the date of installation.**

**Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Under no circumstance shall MPM be liable to buyer or any other person or entity for any special, incidental or consequential damages, including without implied limitation, damages to the structure or its contents, or personal injury, whether arising out of breach of warranty, breach of contract or otherwise. This limited warranty excludes any liability or claimed damages related to mold, mildew, fungi, or any other air quality pollutant/irritant.**

**The remedy stated herein is buyer's sole and exclusive remedy. No waiver by MPM 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.**

#### Registration

This limited warranty is void unless the warranty registration form is completed by the Owner/Buyer and received at MPM within thirty (30) days from the date of purchase. Date of purchase shall be deemed to be the date the original Buyer closes and obtains legal title to the completed structure from the builder. MPM is not responsible for forms lost in the mail. You may FAX your completed form that MUST include the date of application of your home to **989-402-5583**. We suggest 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**. Notifications must be in writing and must be made 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

MPM may at its sole discretion allow for the limited warranty to be transferred from the first Owner/Buyer to the second Owner/Buyer for duration of the warranty life of five years. Second Owner/Buyer should complete and submit a warranty transfer form along with a processing fee of \$350.00 made payable to Michigan Paving and Materials Company within thirty (30) days after their closing date on the waterproof 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 Owner/Buyer. 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 in writing and signed by both parties.

#### 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>