

DELTA[®]-MS

LIMITED WARRANTY

COSELLA-DÖRKEN PRODUCTS INC.

(hereinafter referred to as Cosella-Dörken), subject to the limitations herein stated, warrants for a period of 10 years from the date of installation, that there shall be no water leakage in the area where DELTA[®]-MS is installed, provided that work is properly done by an installer qualified and certified by COSELLA-DÖRKEN.

COSELLA  **DÖRKEN**

COSELLA-DÖRKEN PRODUCTS INC.

4655 Delta Way, Beamsville, Ontario, Canada L0R 1B4

DELTA®-MS 10-Year Limited Warranty

Cosella-Dörken Products Inc. (hereinafter referred to as Cosella-Dörken), subject to the limitations herein stated, warrants for a period of 10 years from the date of installation, that there shall be no water leakage in the area where DELTA®-MS is installed on a vertical wall, provided that the work is properly done by an installer qualified and certified by Cosella-Dörken, and performed in strict compliance with the installation instructions in effect at the time of installation, accepted industry standards, and applicable building codes, when used in its intended purpose (please see the appropriate Cosella-Dörken literature in effect at the time of installation). For this warranty to be valid, Cosella-Dörken approved accessories must be used. The use of any non-approved or non-DELTA® accessories will render this warranty null and void. Prior to installation, DELTA®-MS must be stored in a clean, dry location out of direct sunlight and protected from adverse weather conditions.

EXCLUSIVE REMEDY:

If DELTA®-MS that has been correctly installed does not perform according to this warranty due to manufacturing defect, the responsibility of Cosella-Dörken shall be limited only to the cost of repairing or replacing the defective material in the defective area. In no event shall Cosella-Dörken's total responsibility during the life of this Warranty exceed an amount equal to \$2.50 per sq ft of foundation wall covered with DELTA®-MS and requiring repair, or a total of \$10,000, whichever is lower. At the option of Cosella-Dörken, the defect may be remedied by doing exterior work or interior work, or both; Cosella-Dörken shall be the sole judge as to the best method to remedy the water leakage. In performing the above work Cosella-Dörken shall not be responsible for the costs of: removing and replacing shrubs, trees, grass and other landscaping; or removing or replacing interior or exterior components of the building or wall which are obstacles to repair (i.e. steps, garage or garage floors, patio or patio floors, porch or porch floors, deck, driveway and walkways); or removing or replacing interior furnishings or fixtures (i.e. carpeting, furniture, drywall, etc.); or removing or replacing other obstacles that affect repair or damage thereto. All product replacement will be in the form of product being manufactured at the time of replacement (no substitutions of products or those manufactured by other manufacturers will be permitted). If any product is repaired or replaced under this warranty, then ongoing warranty coverage will continue from original date of purchase, and not from the date of repair and/or replacement.

LIMITATIONS:

Cosella-Dörken shall not be responsible, and this Warranty shall not apply, if water leakage results from:

1. Installation of DELTA®-MS not performed in strict compliance with the Cosella-Dörken's installation instructions in effect at the time of installation, accepted industry standards, and applicable building codes.
2. Defects or cracks larger than 1/8" (including structural defects) in the foundation wall or footing which cannot be handled by normal expansion and contraction of the DELTA®-MS.
3. Grading not properly sloping away from the structure sufficient to allow water to drain away from the structure.
4. Defective, ineffective, or inadequately functioning exterior and/or interior weeping tile system or other foundation drainage, or a foundation drainage system that does not meet or exceed local building code requirements and good construction practices.
5. Condensation in the interior foundation wall cavity, or on interior foundation walls or finishes.
6. Any damages to the structure, or any damages caused to DELTA®-MS, i.e caused by harsh backfill, sharp angular stones, rocks and construction debris, etc.
7. Any procedure in construction, maintenance or irrigation used by the builder, sub-contractor or any third party, including the homeowner, resulting in water entering above, below, and/or behind DELTA®-MS.
8. Damage to the applied DELTA®-MS by natural disasters, including, but not limited to fire, cascading roof/floor water, ponding water, or immersion in water, lightning, gales, hurricanes, tornadoes, earthquakes, and other acts of God. In addition, the following are also not covered; vandalism or attack by any party, impact by falling objects, defects in the structure or components of the structure (e.g. windows, doors, or wall systems) or selection of any component of the structure, contamination from building site chemicals, contaminated site soils, or premature deterioration of the building materials, foreign objects or agents, including the use of material incompatible with the DELTA®-MS, and UV exposure in excess of that set forth in the physical data sheet in effect at the time of installation.
9. Extreme hydrostatic (high water table) pressure.
10. Insufficient hydrostatic resistance at the base of the 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.
11. Leakage caused by buried brick ledge weep holes, openings for pipes, cables, ducts and other intrusions or penetrations into or alterations in the DELTA®-MS.
12. Leakage due to weeping tile backup caused by connecting roof downspouts to the drain tile (weeping tile), defective or inadequately functioning gutters or downspouts, etc.
13. Negligence, gross negligence, or willful misconduct of the builder, general contractor or professional installer or of any third party, including the homeowner.

Except for the above limited warranty, Cosella-Dörken makes no other warranties, express or implied, and disclaims all other warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

Other than its obligations under the Limited Warranty set out above, in no event shall Cosella-Dörken be liable to any person or entity for any direct, indirect, special, incidental, consequential, punitive, exemplary or expectation damages of any kind arising out of, related to or in connection with the product, including, but not limited to damage to the structure or its contents, lost profits or revenue, loss of use, personal injury, or damage to property or loss of reputation, or any other damage or injury, whether in known or unknown, that is caused or is alleged to have been caused in whole or in part by DELTA®-MS. No person is authorized to give any further representation or warranty or assume any further obligation on behalf of Cosella-Dörken with respect to DELTA®-MS. This warranty is not valid unless and until Cosella-Dörken receives payment in full.

This Warranty excludes any coincidental or incidental damages, claims, suits, losses or costs sustained that are related to mold, fungi, mildew, air quality, damage to contents or structure, or the costs of repair or replacement of the DELTA®-MS, other than specifically provided herein.

Some applicable laws of a jurisdiction do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. No waiver by Cosella-Dörken of any limitation, term or condition of this 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.

TRANSFER:

This Warranty is issued only to the first purchaser of the home. This warranty may be transferred to subsequent purchasers of the home upon the subsequent purchaser completing the Request for Transfer (a copy of the warranty to be transferred with the new purchaser information noted) and forwarding it to Cosella-Dörken along with a \$100 processing fee within sixty (60) days after the closing date of the purchase of the home. The acceptance or refusal of the transfer is at the sole discretion of Cosella-Dörken. If the transfer is refused, the \$100 will be returned.

MAKING A CLAIM:

If water leakage occurs which you believe is covered by this warranty, notification in writing must be forwarded within thirty (30) days of the discovery of the water leakage to the Home Builder. Any dispute under this warranty may be resolved by arbitration.