



# TUFF-N-DRI® and Horizon™ Complete Wall Protection

## TUFF-N-DRI and Horizon 30-YEAR LIMITED WARRANTY

**This Warranty is From:**

This limited warranty ("Warranty") is provided by Tremco Barrier Solutions, Inc. ("TBS"), 6402 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391; phone 800-876-5624.

**This Warranty is To:**

To you if you are a consumer purchaser ("Buyer") of (1) a new single family detached residence, or (2) a new multi-family unit with separate unit ownership, or (3) a new multi-family residence with single ownership, which has had the TUFF-N-DRI® Full Wall System™ applied to the building's foundation walls. The "TUFF-N-DRI Full Wall System" consists of the TUFF-N-DRI System™ (TUFF-N-DRI® membrane and WARM-N-DRI™ Insulation Board) and the Horizon™ Insulated System™ (TUFF-N-DRI® Membrane, Horizon ThermoPanel™, and Horizon Coat™)\*. For this warranty to apply, the foundation walls must be vertical, no more than a single story and made of either poured concrete, parged concrete block or unparged concrete block.

**What is Covered:**

THIS WARRANTY DOES NOT GUARANTY OR WARRANT THAT IRRITANTS, SUCH AS MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED.

Under normal use and service, EXCEPT FOR THE EXCLUSIONS, LIMITATIONS AND EXCEPTIONS SET FORTH BELOW, TBS warrants the following:

1. The vertical, below-ground surface of the foundation wall treated with the TUFF-N-DRI System should be free of water leakage and seepage;
2. The vertical, above-ground surface of the foundation wall treated with the HORIZON Insulated System should be free of water leakage and seepage;
3. The HORIZON Insulated System will remain attached to the foundation wall, provided that the exposed portion of the HORIZON Insulated System is properly Refreshed (see Refreshing Procedure, below).

**What We Will do if the Product Fails:**

If the TUFF-N-DRI Full Wall System fails, we will either repair or have repaired the area in question or provide replacement of the TUFF-N-DRI Full Wall System as your remedy, including the removal and reinstallation of that portion of soil and/or interior finish, if any, attached to the wall to the extent necessary to repair the TUFF-N-DRI Full Wall System. We will exercise our judgment and shall have the sole option to select the best method by which to remedy the water leakage and seepage ("Leakage") or separation of the HORIZON Insulated System from the foundation wall ("Separation"). We will undertake the cost of providing any replacement of the TUFF-N-DRI Full Wall System necessary, and pay for labor costs necessary to reapply or patch the TUFF-N-DRI Full Wall System within a reasonable time. Our total responsibility during the life of this Warranty shall not exceed an amount equal to \$4.00 per square foot of wall treated with the TUFF-N-DRI Full Wall System and requiring repair, or a total of \$10,000, whichever is lower.

**Costs that 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 the TUFF-N-DRI Full Wall System. Costs that we do not accept are:

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, porch or porch floors, decks, air conditioners, etc.).
3. Removing or replacing interior furnishings or fixtures (e.g.; carpeting, furniture, etc.).
4. Removing or replacing other obstacles that affect repair or damage thereto.

**EXCLUSIONS:**

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE IN ADDITION TO THOSE WARRANTIES EXPRESSED HEREIN. THIS WARRANTY EXCLUDES ANY LIABILITY OR CLAIMED DAMAGES RELATED TO MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS. ADDITIONALLY, THIS WARRANTY EXCLUDES ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION THOSE ATTRIBUTABLE TO BREACH OF ANY WARRANTY MADE WITH REGARD TO THE TUFF-N-DRI FULL WALL SYSTEM. AS AN EXAMPLE, THIS MEANS WE WILL NOT TAKE RESPONSIBILITY FOR ANY DAMAGES, CLAIMS, SUITS, LOSSES OR COSTS YOU MIGHT SUSTAIN THAT ARE RELATED TO LEAKAGE, SEPARATION, MOLD, MILDEW, FUNGI, AIR QUALITY, DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR FOR COSTS OF REPAIR OR REPLACING THE TUFF-N-DRI FULL WALL SYSTEM 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 state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the exclusion of consequential or incidental damages may not apply to you.

**LIMITATIONS AND EXCEPTIONS:**

- A. THIS WARRANTY DOES NOT APPLY AND TBS HAS NO RESPONSIBILITY FOR MOLD, MILDEW, FUNGI OR AIR QUALITY.
- B. TBS makes no warranties with respect to appearance or color of its products or systems.
- C. This Warranty does not apply and TBS has no responsibility for Leakage or Separation resulting from:
  1. Cracks or defects greater than 1/16", including structural defects in the walls, footings or foundation regardless of cause.

2. Damage to the applied TUFF-N-DRI Full Wall System or to the walls to which it is applied.
3. Improper drainage above, around or under the building or the walls resulting from the following specified failures to either meet or exceed local construction codes or failure to meet or exceed good construction practices existing at the time of application of the

**TUFF-N-DRI Full Wall System:**

- A. Defective or inadequately functioning interior, exterior, or an interior/exterior foundation draining system; or
  - B. Grading which does not slope away from the structure sufficiently to drain water away from the structure; or
  - C. Insufficient hydrostatic resistance at the exterior 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; or
  - D. Defective or inadequately functioning gutters or downspouts.
4. Condensation on the foundation walls or interior finish.
  5. Openings for pipes, cables, ducts and other intrusions, punctures into or alterations of the waterproofed walls made after application of the TUFF-N-DRI Full Wall System.
  6. Application of the TUFF-N-DRI Full Wall System by a contractor other than one authorized to apply the TUFF-N-DRI Full Wall System.
  7. The use of expansion or contraction devices in the design of the wall's structure.
  8. Any construction technique used by a builder or subcontractor that allows water to enter above, below or behind the TUFF-N-DRI Full Wall System.

No waiver by TBS 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.

**Disputes:**

Buyer and TBS 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, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Warranty Duration:**

This Warranty extends thirty (30) years from the date of completion of the TUFF-N-DRI Full Wall System application.

**Transferability:**

This Warranty may be transferable to subsequent Buyers provided certain conditions are satisfied. To request a transfer of any remaining Warranty, the subsequent Buyer must complete the attached Transfer Request and return it along with a \$350.00 processing fee payable to Tremco Barrier Solutions, Inc. to the address denoted below within sixty (60) days after the closing date of the purchase from the previous Buyer. If TBS, at its sole discretion, does not approve of the Transfer Request, then the \$350.00 processing fee will be refunded.

**Refreshing Procedure for the HORIZON Insulated System:**

If Leakage and/or Separation occurs which you believe is covered by your TUFF-N-DRI Full Wall System Warranty, please notify Tremco Barrier Solutions, Inc., 6402 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391; phone 800-876-5624. Notification must be within thirty (30) days of the discovery of the Leakage and/or Separation. Upon receipt of such notification, TBS will make a prompt investigation of the claim and perform its obligations as required herein.

**Claims Procedure:**

If Leakage and/or Separation occurs which you believe is covered by your TUFF-N-DRI Full Wall System Warranty, please notify Tremco Barrier Solutions, Inc., 6402 E. Main Street, Suite 201, Reynoldsburg, Ohio 43068-2391; phone 800-876-5624. Notification must be within thirty (30) days of the discovery of the Leakage and/or Separation. Upon receipt of such notification, TBS will make a prompt investigation of the claim and perform its obligations as required herein.

**Registration:**

Please complete and mail the attached registration within thirty (30) days after Buyer's purchase so as to provide notice as to the identity of the Buyer for this Warranty.

**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.

