



Limited, labor and materials, waterproofing warranty

Project Name:

Warranty Start Date:

Location:

Size:

**Warranty Scope:**

Subject to the warranty Terms, Conditions and Limitations hereinafter stated, TQ3 North America Inc. warrant to the building owner:

**The Qontain system will be free from manufacturing defects and will remain watertight**

**Warranty Length:**

Manufacturers' sole obligation shall be to repair or replace the defective Qontain materials, at **no dollar limit to the owner**

**Includes labor and materials to remove and replace all overburden** over the defective area

Warranty is governed by and construed in accordance with, the laws of the State of New Jersey and has no legal force unless and until completed, signed and dated by TQ3 and the installer

**Warranty Conditions:**

Any type of overburden can be used, as approved by TQ3

The "Pre-installation Project Warranty Request Form" must be completed and approved by TQ3 before the project starts. TQ3 are not professional engineers or architects. TQ3 make waterproofing recommendations and approve project warranties based on the structural construction or condition of the project as confirmed by your professional advisors

Qontain must be installed in accordance with the TQ3 issued, project proprietary specification

Qontain must be installed by an approved TQ3 installer

A flood test or EFVM testing (as per Qontain specification) must be carried out. If not possible, TQ3 must provide a written release

A final site visit by a TQ3 representative must be carried out and the Qontain installation approved by TQ3, in writing, before covering

The Warranty Service Fee (if charged), and all TQ3 materials, must be paid in full

The owner must follow TQ3 systems "Maintenance and Repair" document procedures

Any defects shall be reported to TQ3 within 30 days of their notice

If agreement on location and fault of Qontain failure, as outlined in warranty scope, between the building owner and TQ3 cannot be reached, an independent leak detection agency, approved by both parties will be used

Warranty coverage starts on the date set out above

## Warranty Limitations and Exclusions:

All and any incidental or consequential loss or damage arising from failure of the Qontain system whether arising in tort, negligence, and contract or otherwise

Any bodily injury

Any defects, damage or failure arising as a result of falling objects, vandalism, animals, wind launched debris, lightning, fire, natural disasters, acts of God or other causes beyond the control of TQ3

Owner fails to use reasonable care in maintaining Qontain materials, including, but not limited to items listed in warranty

Defects in the design, materials, construction or movement of the substrate or structure

Improper installation or failure of, materials or substrate, below Qontain

Deterioration of any connected building components

Leaks due to residual water beneath Qontain installation, or from another part of the building where Qontain has not been installed

Vapor drive due to residual water, not made clear to TQ3, in writing, before Qontain installation

Any defects, damage or failure arising as a result of new installations on, repair or modification of Qontain, not approved by TQ3, in writing

Damage caused by backfilling, abusive installation or removal of overburden. Overburden must be removed and replaced by persons approved by TQ3

TQ3 is not responsible for the placement performance or bond of overburden to Qontain

Qontain discoloration, fading or appearance due to substrate surface profile, normal weathering, atmospheric pollutants or fair wear and tear

Cleanliness or discoloration caused by, but not limited to, dirt and pollutants

Chemicals in water, not made clear, in writing to TQ3, before Qontain installation

Any material change of Qontain waterproofing use

Any proprietary expansion or movement joints not supplied by TQ3

The performance of all materials that are approved for use with Qontain but not supplied by TQ3

The owner will move any obstructions, other than overburden, as determined by TQ3, which would impede access to repairs

Replacement of overburden will be subject to availability of 'like for like' materials

If a claim is not covered by the warranty, costs of the investigation incurred by TQ3, will be paid by the owner

Repair or replacement of Qontain will not extend the warranty period or be considered a new warranty

No representative of TQ3 has the authority to make any representations or provisions other than stated in the warranty

The unexpired warranty period can be transferred to a new owner. The existing owner must notify TQ3 in writing and pay the current "Warranty Transfer Fee"

Areas that require repair or replacement shall be determined by TQ3, and the work carried out, by a TQ3 approved installer

The failure of TQ3 North America Inc. to enforce any of the limitations and exclusions stated, shall not be construed to be a waiver of such provisions

### Disclaimer:

The above warranty is in lieu of any and all other warranties, expressed or implied, including any warranty of fitness for a particular purpose or merchantability, except as expressly provided herein. TQ3 shall not be liable for damage to the project structure or interior contents or any other consequential, special or other damages arising from or related to, directly or indirectly, this warranty or the performance of the materials covered by this warranty, whether based on breach of warranty, negligence or other theory of liability.

Project Address:

Owners Name:

Approved Installer details:

Approved Installer Signature:

TQ3 N.A. Signature: