



## 20-Year No Dollar Limit (NDL) Warranty Liquid-Poured Waterproofing Membrane

Warranty No: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

Building Identification: \_\_\_\_\_

Building Address: \_\_\_\_\_

Building Owner: \_\_\_\_\_

Olmeck Product Warranted: \_\_\_\_\_

Square Ft: \_\_\_\_\_ Inspected By: \_\_\_\_\_

Olmeck Approved Contractor Name: \_\_\_\_\_

Olmeck Approved Contract Address: \_\_\_\_\_

### WARRANTY TERMS, LIMITATIONS, AND CONDITIONS

For the Warranty Period stated herein, Olmeck.net LLC, a New York limited liability company ("Olmeck"), warrants to the Owner named above that the Product purchased by Owner and properly applied to the Building (the "waterproofing membrane") will not leak as a result of a manufacturing defect, subject to the terms, conditions, and limitations below.

This Olmeck NDL Warranty only applies to use of the Product and on commercial and industrial buildings as per Olmeck furnished letter of assembly. There is no dollar limit on covered material & workmanship repairs. In the event of a leak through the waterproofing membrane, Owner must give a written notice to Olmeck at the address below on timely manner of the occurrence of the leak, but not more than 30 days from the occurrence of the leak, by email to: \_\_\_\_\_. Notification must include a description of the nature of the leak. When deemed necessary by Olmeck, Owner shall, at its sole expense, (1) provide to Olmeck photographs and samples of the System, (2) remove/replace overburden to enable inspection (except as otherwise provided by an overburden rider), and (3) furnish Olmeck and its agents free access to the structure and the Materials for inspection and testing. Failure by Owner to furnish Olmeck samples, photographs, information or free access to the structure or to remove/replace overburden for purposes of inspection shall constitute a waiver of any claim. If after Olmeck's inspection it is determined that there is no membrane defect or that coverage under this warranty is for any reason excluded, Owner shall hire an approved Olmeck applicator to rectify the deficiencies as directed by Olmeck and reinstate the balance period of the warranty as necessary.

If after Olmeck's inspection it is determined that the leak in the membrane is caused by defects in the Olmeck materials or workmanship of the installing Approved Contractor, the owner's remedies and Olmeck's liability shall be limited to Olmeck's repair of the defects and accordingly, Olmeck will hire an approved Olmeck applicator to rectify the deficiencies as directed by Olmeck and reinstate the balance period of the warranty as necessary.



This warranty shall not apply to damage caused by:

1. Acts of God, including but not limited to flood, fires, earthquakes, tornadoes, hail, lightning, vermin or animals, hurricanes.
2. Installation or construction of any additional structure or equipment on or through roofing substrate or flashing after date of application of the System.
3. Installation of or repairs to substrate and/or flashing after the date of the original application of the System.
4. Failure of, or repairs to, substrate and/or defects in any component underlying the roofing substrate, flashing, or caused by faulty construction and/or design.
5. Exposure to chemicals and/or substances, which have been determined by Olmeck to be harmful to its Product or System.
6. Acts of negligence, accidents, vandalism, falling objects, civil disobedience, or any other acts beyond the control of Olmeck.
7. Movement or deterioration of material adjacent to or through the Olmeck system.
8. Owner's or the building occupant's failure to use reasonable care in maintaining the roof and building.
9. Any other reason not caused by Olmeck.

This warranty will be void if:

- A. Olmeck Waterproofing Membrane is altered, modified, repaired, and/or overburdened without a written acknowledgment and approval by Olmeck.
- B. Olmeck Waterproofing Membrane is disturbed, abused, penetrated, vandalized, and/or undermined by others and/or by acts of God.
- C. Olmeck might allow the owner to hire an approved Olmeck applicator to rectify the deficiencies as directed by Olmeck and reinstate the balance period of the warranty as necessary if deemed feasible by Olmeck's representative inspection.

In regards to cleaning, housekeeping and maintenance of the waterproofing membrane, only Eco-Friendly Products are allowed.

Olmeck shall have no obligation under this Warranty until all bills for installation, supplies, service, and Warranty charges have been paid in full to the Olmeck Contractor, Olmeck and/or other material suppliers. Olmeck disclaims liability arising out of the installation and performance of, or damages sustained by or caused by, products not furnished or approved by Olmeck; Olmeck does not warranty products utilized in the installation which it has not furnished.





Any dispute, controversy, or claim between Owner and Olmeck concerning this NDL Warranty, or relating to any material supplied or required by Olmeck, shall be submitted to mediation in New York County, New York

If discussions between the parties do not resolve such dispute, either party may, upon written notice to the other party, submit such dispute to arbitration. The arbitrator shall proceed under the construction industry rules of the American Arbitration Association. The award of the arbitrator shall be final, conclusive, and binding upon the parties. The expenses of the arbitrators shall be shared equally, but each party shall bear its own fees and costs. This NDL Warranty shall be governed by and construed in accordance with the laws of the state of New York without regard to its rules on conflict of laws. Owner hereby releases Olmeck from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Unless otherwise agreed to by Olmeck in writing upon transfer of ownership of the Building, this NDL Warranty is not transferable or assignable in any manner. This NDL Warranty shall be null and void if the System was installed after its storage stability period, or if the System is not installed according to the instructions listed on the applicable Olmeck product data sheet.

Olmeck's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision, or of any other terms and conditions of this NDL Warranty. If any portion of this NDL Warranty is held by an arbitration panel or court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE OLMECK SYSTEM. OLMECK DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY OLMECK. OLMECK SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY OLMECK. THIS NDL WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OLMECK HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS NDL WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST OLMECK AND OLMECK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF PROFITS, RENT, OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE SUBSTRATE. THIS NDL WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF OLMECK. NO OTHER PERSON HAS ANY AUTHORITY TO BIND OLMECK WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Authorized by OLMECK LLC

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

