



INDUSTRIES, INC.

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5 YEAR MATERIALS WARRANTY for:

**AVM System 750 - AVM YELLOW
Under Tile Waterproofing Membrane - Over Concrete or Plywood Substrates**

Customer: Name/Address/Tel			
Project: Name/Address/Tel			
Name of Authorized Installer		Date of completion	
Customer's Contact Name		Square Feet	

AVM Industries, Inc. is referred to in this document as AVM Industries.

AVM Industries warrants that the AVM Yellow will remain waterproof and will not substantially chip, flake or peel as a result of defects in the AVM Yellow materials for a period of five (5) years from the date AVM Yellow was completely and properly installed in strict conformance with AVM Industries' printed instructions.

If at any time during the five (5) year warranty period the AVM Yellow is not as represented above, then AVM Industries will either supply replacement AVM Yellow materials in exchange for the AVM Yellow materials determined by AVM Industries to be noncompliant with this warranty or refund the purchase price on said defective materials.

Since many factors enter into the successful final results of the AVM Yellow installation, and since AVM Industries has no control over these factors or how its products are used or under what circumstances they are used, AVM Industries, except for the warranty expressly outlined above, MAKES NO WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF FITNESS OR MERCHANTABILITY, RESPECTING THIS SYSTEM, and AVM Industries SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO.

This warranty excludes damage to the coating resulting from the use of defective or improperly prepared substrates, improper application of the coating, settling of the building, substrate cracking over 1/16", major building movement, structural defects, efflorescence, acts of god, war, or mechanical or external physical causes. This warranty does not extend to any paint or paint products used in connection with any trim surfaces, nor does this warranty cover staining or discoloration from any cause. Furthermore, no warranty is being issued with respect to fading, normal wear and tear, or applicator installation error.

All claims filed against this product's warranties must be dated and received in writing at AVM Industries' offices within five (5) years from the completion date. In addition, all claims must be filed within 15 days of discovering or suspecting something is defective. All warranty requests dated or received after said periods, or not received in writing with the proper documentation, will be refused. (Proper documentation must include either a copy of this original warranty or a copy of the authorized installer's original contract. Furthermore, these documents must be legible and clearly state the contract's date or the date of completion listed on this warranty)

The end user is responsible for making the final determination as to the suitability of the products purchased for their intended use and therefore assumes all liabilities and risks associated therewith. The terms of this warranty may only be amended if done so in writing and signed by an AVM Industries officer.

Important Notes

Without the protective coating, the membrane must be covered (the tile be installed) within 30 days after it has cured. With the protective the membrane must be covered (the tile be installed) within 90 days after it has cured. The protective coating must be installed within 7 days of the membrane being cured. Warranty will be void if repaired or re-coated with materials other than the appropriate AVM Yellow Materials!

The five year warranty must be signed by an authorized agent of AVM Industries, Inc., to take effect.

Warranty for materials in their original, unopened containers: Shelf life for all liquid based system components is for a period of one year from the date said materials were manufactured. The exclusive remedy under this warranty, within 30 days of the date of sale shall be the return of purchase price or replacement of materials if proven defective. The warranty for materials in their original, unopened containers may be void if materials were not properly stored. For storage and handling information, please refer to the material's packaging.

General:

This warranty is subject to payment in full on time for the original system materials and subsequent material purchases for maintenance and repair work.

Invalid Provision: Any provision of this warranty found to be prohibited by law shall be ineffective without invalidating the rest of this warranty.

Construction: The validity, construction, and enforcement of this warranty shall be governed by the laws of the State of California.

AVM Industries, Inc

Name of Authorized Signature

Date

Title of Authorized Signature