



# SAMPLE

# WARRANTY

## 15 Year Aussie Guard NDL Warranty (Below Grade)

Owner's Name

Authorized Installer Name

Owner's Address

Authorized Installer Address

Owner's Contact/Tel

Authorized Installer Contact/Tel

Owner's Email

Authorized Installer Email

Project Name

Project Address

Completion Date

AVM System/Sq. Ft.

Aussie Membrane 500 (sq Ft)

Aussie Membrane 502 (sq Ft)

Aussie Membrane 520 (sq Ft)

Aussie Membrane 550 (sq Ft)

Completion Date

Aussie Membrane 560 (sq Ft)

Aussie Membrane 570 (sq Ft)

Aussie Mate 580-AL/582-AL (sq Ft)

Aussie Skin/Aussie Clay 590 Dual Layer

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

For the first 2 years after C.O., AVM Industries and Approved Installer will share the cost of repairs as described below. After the initial 2-year period and until this warranty expires, AVM Industries will bare full financial responsibility for this NDL warranty.

AVM Industries warrants that the Aussie Membrane system installed will remain waterproof when completely and properly installed in strict conformance with AVM Industries' printed instructions and details, has passed on-site inspections completed by an independent third-party inspection firm and repaired/ modified per on-site AVM Approved Inspector's/manufacturer's recommendations for a period of fifteen (15) years from the date the certificate of occupancy was issued.

If at any time during the fifteen (15) year warranty period, the Aussie waterproofing system is not as represented above, AVM's liability hereunder in any case is expressly limited to the cost of the repair of any leaks determined by AVM to be the fault of the AVM waterproofing system. The foregoing states the sole and exclusive liability of AVM and the sole exclusive remedy of the owner. Any affected area covered by this warranty may be repaired from inside the structure at AVM's discretion to enable the membrane to perform as warranted. The owner of the project shall be responsible for removing any necessary overburden around the affected area(s) to facilitate proper repairs. Furthermore, the owner will give AVM, its agents and employees reasonable access to the affected areas during normal business hours during the term of this warranty period.

Since many factors enter into the successful final results of the Aussie waterproofing system 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 INCLUDING ANY DAMAGE OR LIABILITY RESULTING FROM THE INSTALLATION OR PERFORMANCE OF THE AUSSIE WATERPROOFING SYSTEM.

This warranty shall not cover, and AVM shall not be obligated to repair any leaks caused by events beyond its control, including but not limited to structural defects, cracks in excess of one-sixteenth of an inch, standard or unconsolidated concrete, building alterations, incomplete construction, damage to the installation by subcontractors or others, explosions, earthquakes or other natural phenomena or acts of God. The waterproofing integrity of expansion joints is the responsibility of expansion manufactures or others.

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. AVM Industries assumes no responsibility or liability for damage to the substrate or other base over which the products are installed; the building structure or interior contents thereof; and any other property damage or bodily injury. All areas where the Aussie waterproofing system is installed above the water table must have proper drainage systems if applicable (drainage board, perforated pipes, etc.)

Signature

Date

Name of Authorized Signature

Title of Authorized Signature

All claims filed against this product's warranties must be dated and received in writing at AVM Industries' offices within fifteen (15) years from the completion date. In addition, all claims must be filed within 30 days from the date Owner discovered, or should have discovered, any claimed breach or leak. All warranty requests dated or received after said periods, or not received in writing with the proper documentation, may 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 terms of this warranty may only be amended if done so in writing and signed by an AVM Industries officer.

### Important Notes

Applicator/Inspection firm must be paid in full prior to warranty becoming active. All claims made prior to the applicator/inspection firm being paid in full will not be addressed.

Warranty will be void if membrane is left exposed beyond maximum U.V. limitations as per published literature.

Warranty will be void if repaired without AVM Industries involvement or approved materials.

When using shotcrete or cast-in-place concrete, AVM requires concrete be placed in strict accordance with ACI 506.2-95 Core Grade 1 or 2 standards. If core grades are below those standards, it will void the warranty.

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

**Warranty for materials in their original, unopened packaging:** Shelf life for all 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 Tech Data Sheets or Installation Instructions.

### 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.

Invald 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.

