



# SAMPLE

## 15 Year AVM Material Warranty (Below Grade)

# WARRANTY

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 550G (sq FT) |
| Completion Date | Aussie Membrane 560G (sq FT) | Aussie Membrane 570 (sq FT) | Aussie Mate 580-AL/582-AL (sq FT) | Aussie Mate 585-CW (sq FT)   |

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

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 for a period of fifteen (15) years from the date the certificate of occupancy was issued (for new construction) or from the date of substantial completion (all other projects).

If at any time during the fifteen (15) year warranty period, the Aussie Membrane system is not as represented above, then AVM Industries will either supply replacement AVM Aussie Membrane materials in exchange for the AVM Aussie Membrane materials determined by AVM Industries to be noncompliant with this warranty or refund the purchase price on said defective materials. AVM Industries liability under the provisions of this warranty shall be limited to the amount equal to the originally purchased cost of the waterproofing materials.

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 MEMBRANE WATERPROOFING SYSTEM.

This warranty excludes damage to the membrane resulting from the use of defective or improperly prepared substrates, improper application of the membrane, 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. Leaks occurring within 120 days of an earthquake 3.0 or higher are not covered. 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 Membrane waterproofing system is installed above the water table must have proper drainage systems. (drainage board, perforated pipes, etc.)

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 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, may be refused. (Proper documentation must include either a copy of this original warranty or a copy of the 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 the membrane is left exposed beyond maximum UV 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 walls 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 AVM warranties as all waterproofing is dependent on well consolidated concrete.

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.

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.

Signature

Name of Authorized Signature

Date

Title of Authorized Signature

