Elevation® Limited Warranty

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE CONTINENTAL UNITED STATES (NOT HAWAII OR ALASKA) AND CANADA. ALL PRODUCTS INSTALLED ANYWHERE ELSE, AND ALL PRODUCTS NOT INSTALLED IN STRICT ADHERENCE TO THE MOST CURRENT PUBLISHED APPLICATION INSTRUCTIONS, ARE SOLD "AS IS" WITHOUT ANY REPRESENATION, GUARANTEE, OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FORMULATED MATERIALS, LLC ("FM"), warrants to the original owner of the property in which the Product is installed (together, the "Owner") that, subject to all of the conditions, exclusions, and provisions set forth herein, for a period of five (5) years from the date of installation (the "Term") for the FM products identified by the Elevation TM brand (the "Product"), that if any manufacturing defects in the Product cause the Product to fail and produce leaks, then FM at its sole option will either (1) refund the original purchase price, or (2) provide the product necessary to replace the failed Product (the "Limited Warranty"). This Limited Warranty does not cover any cost or expenses associated with testing, discovery, removal, excavation, or replacement of any materials in contact with the Product.

FAILURE BY OWNER TO STRICTLY COMPLY WITH ANY OF ITS OBLIGATIONS STATED IN THE BELOW CONDITIONS TO WARRANTY COVERAGE SHALL EXTINGUISH ALL OBLIGATIONS OF FM UNDER THIS LIMITED WARRANTY.

CONDITIONS TO WARRANTY COVERAGE: This Limited Warranty is specifically conditioned upon the following matters, each and all of which shall be a condition precedent to any of FM's obligations hereunder.

NOTIFICATION TO FM: The Owner must notify FM by certified mail at 3010 NW 149th Street, Suite 100, Oklahoma City, OK 73134 of any claims under this Limited Warranty within thirty (30) days of discovery of the potential failure of the Product. The notice must include documentary proof of purchase of the Product. Failure of the Owner to notify FM as provided herein shall extinguish all obligations of FM under this Limited Warranty.

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FM INSPECTION: After notification from the Owner with the accompanying proof of purchase of the Product, FM shall have a reasonable to inspect the Product, and if requested by FM, the Owner must complete at the Owner's expense a warranty questionnaire, which may include a request for photographs of the structure and/or samples of the Product. The Owner's failure to reasonably comply with FM's requests shall extinguish all obligations of FM under this Limited Warranty. Upon Owner's full cooperation of all requests FM makes of Owner, FM shall have a reasonable time to make its determination on whether manufacturing defects covered by this Limited Warranty was the cause of the Product failure.

STORAGE AND HANDLING: In no event shall FM be liable under this Limited Warranty unless the Product was stored, handled, installed, and maintained in strict compliance with FM's application instructions, specifications, and recommendations.

BUILDING AND STRUCTURE DISCLAIMER: Acceptance of this Limited Warranty shall be conclusive evidence that Owner acknowledges and agrees FM does not practice engineering or architecture and, therefore, shall not consider FM to have offered any warranty, guarantee, or representation whatsoever by FM with respect to the building, structure, plans, specifications, or construction. ALL SUCH WARRANTIES, GUARANTIES, AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, SUITABILITY, SPEARIN DOCTRINE, AND COMPLETENESS.

NONWAIVER: The Owner agrees that any inspection by FM of the Product shall not constitute a waiver of any terms, conditions, or limitations set forth in this Limited Warranty, including but not limited to the requirement that the Product be installed in strict compliance with the most recent application instructions, specifications, and recommendations published by FM. THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S RESPONSIBILITY TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, REGARDLESS OF ANY BUILDING PLANS AND SPECIFICATIONS THAT MAY REQUIRE OTHERWISE.

EXCLUSIONS FROM COVERAGE: FM shall not be liable under any circumstances for leaks or damages arising from:

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1. Damage to any building, structure, or material within such building or structure, either exterior or interior, or any real or personal property contained therein.
2. Acts of God including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail, or other violent storm or casualty or impact of objects.
3. Insurrection, war, riot, or vandalism, radiation, or exposure to any chemical whatsoever, including without limitation aliphatic solvents, aromatic solvents, chlorinated hydrocarbons, oil or gas hydrocarbons, turpentine, oils, or organic or inorganic polar materials.
4. Inadequate drainage of any kind, including without limitation improper slope.
5. Structural defects, failures, vibrations, or any movement whatsoever, including without limitation expansion, settling, or shifting exceeding 1/16", in the building(s) or structure(s) to which the Product is applied.
6. Any installation before, during, or after the Product is installed of any material or substance, whatsoever, that is not explicitly acknowledged as being consistent within FM application instructions.
7. Repairs or alterations to the Product without or outside of FM's approval.
8. Infiltration or condensation of moisture around or under the Product.
9. Splitting, cracking, blistering, delamination, or separation of the Product caused by underlying or overlying materials.
10. Misuse or abuse of the Product.
11. Faulty or improper application of the Product.
12. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product.
13. Leaks from any cause other than inherent manufacturing defect in the Product.

TEN-YEAR SYSTEM GUARANTEE: When the Products are installed by an FM premier dealer under a separate contract with FM (a "Premier Dealer") and the Premier Dealer installs a waterproofing system utilizing one of the Combinations defined in the embedded table herein in accordance with FM's most recent application

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instructions, specifications, and recommendations (which may require other, non-FM products), this Limited Warranty shall have an extended Term for all Products used in the Combination for a period of ten (10) years from the date of installation of the same Products. A condition precedent to the ten-year extended term is for the Owner to deliver to FM at its notification address a completed and Owner-signed ten-year registration, drafted, and provided by FM, within ninety (90) calendar days of the substantial completion of the Premier Dealer's work at the Owner's property.

Elevation Product Combinations for the Ten-Year System Guarantee

Sheet Waterproofing System

- SP1 Primer
- S60 Sheet Waterproof Membrane
- SM2 Advanced Sealant
- 10321 Spacer Shims
- Combo Corners
- T-Bar Termination Pocket
- Mill or Anodized T-Bar
- DM2 Drain Mat w/ L Flash Tape
- Embed Pan System*
    - Elevation Embed Pan
    - Elevation RSE
    - Embed Pan Sealant

*only required when railing is mounted to deck

NON-TRANSFERABILITY: This Limited Warranty shall accrue and inure only to the benefit of the Owner and shall not be assigned, sold, or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale, or transfer of this Limited Warranty or of the building to which the Product is installed shall extinguish all obligations of FM contained herein.

DISPUTES: EVERY CLAIM OR CONTROVERSY BETWEEN OWNER AND FM AND/OR ITS TEAM MEMBERS AND AGENTS, ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. TO ARBITRATE AN ACTION AGAINST FM, OWNER MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL

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ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND FM, AND PROVIDE WRITTEN NOTICE TO FM BY CERTIFIED MAIL AT THE ADDRESS STATED ABOVE. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCT AND/OR THIS LIMITED WARRANTY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.

FURTHER, OWNER AND FM AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN THEM ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR ANY ACTION.

Any action relating to the Product or this Limited Warranty must be brought within one year after Owner's initial discovery of a Product failure. No claims will be allowed after this one year period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties, and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to Owner.

Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Owner or any other person or entity for all matters regarding the Product.

OWNER ACKNOWLEDGES AND AGREES FM SHALL NOT BE LIABLE TO DIRECT ECONOMIC, INDIRECT ECONOMIC, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHICH INCLUDES WITHOUT LIMITATION LOST PROFITS.

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Some states do not allow exclusion or limitation of implied warranties or consequential or incidental damages so the above limitations or exclusions may not apply to Owner.

INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. NO REPRESENTATIVE, TEAM MEMBER OR OTHER AGENT OF FM, OR ANY PERSON OTHER THAN FM'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR FM ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT.

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