

# Euro Rubber®

## 10 YEARS GUARANTEE Liquid Rubber JointFiller

- A. Liquid Rubber Europe (LRE) guarantees the owner of the building, hereinafter referred to as the Owner that the coating will not leak due to qualitative deterioration of the product due to normal weather conditions for a period of 10 years from the date of completion. If the coating is leaking because of qualitative deterioration of the product due to normal weather conditions, LRE will provide all the necessary products for repair of these leaks without charge. This warranty is expressly provided that the Contractor fails to comply with its obligation to apply the coating in strict accordance with the current instructions published by LRE on preparation and application on surfaces and precautions.
- B. The coverage of this warranty concerning the liability of LRE for all defects, defects or shortcomings is expressly under the provision that the owner doesn't fail to comply with its obligation to inform LRE within five business days of discovering defects. Hereinafter, LRE has the right to immediately examine the defect, and if this right is not granted the warranty will be considered null and void.
- C. This warranty does not cover failure of the coating due to:
- Damage to the coating, possessions, buildings or contents caused by fire, habitation, construction or design flaws, displacement, misuse of the construction, or other defects in the construction.
  - Damage to the coating due to natural causes, including but not limited to floods, lightning, hail, wind gusts, cyclones, hurricanes, tornadoes, earthquakes, or other extraordinary or unusual events.
  - Damage to the coating due to cracks or openings in the concrete structure, unless it concerns hair cracks.
  - Deficiencies in the application, errors in the Foundation or other hidden defects.
  - Vandalism, perforation or damage caused by third parties or foreign objects or other causes, including plant or animal life.
  - Damage caused by intrusion, repairs or modifications to, or any construction on the foundations or any use of the Foundation out of use for the intended purpose at the time of issuing the guarantee.
- D. If the Contractor doesn't fulfill his obligation for payments to LRE this warranty is invalid.
- E. LRE shall only be liable for any consequential or direct, indirect, incidental, special, or general damages, regardless of species, that may have been caused as a result of qualitative deterioration of the coating, which is covered by the liability insurance at Nationale Nederlanden Insurance Company, policy number 6500825. It is expressly agreed that LRE will not be held responsible in any way under any warranty, expressed or implied, outside this warranty.
- F. Both the issuance of the Product warranty or any research or inspection of the building or the plans and specifications of this by representatives of LRE, before or after completion of the roof, forms no approval of deviations from the terms of this warranty.
- G. This warranty gives rights to the initial buyer, and may be transferred or assigned to other persons, firms or companies except with the prior express written permission signed by a duly authorized officer of LRE.

### Conditions, constraints and definitions

- If a defect is caused by qualitative deterioration of the Liquid Rubber membrane that, while this warranty is in effect and caused by a material error which is covered by this warranty, LRE will deliver the Liquid Rubber product to replace the old product.
- The principal shall provide a written statement to LRE concerning any defect or material error and any claim under this warranty within five days of discovering the defect or the material error. This statement will be sent by registered letter to Liquid Rubber Europe, Groot Mijdrechtstraat 15, 3641 RV Mijdrecht.
- This warranty is expressly under the provision that the Contractor doesn't fail to comply with its obligation to apply the coating in strict accordance with the current instructions published by LRE on preparation and application on surfaces and precautions. If the investigation of LRE to any claim under this warranty shows that LRE under the terms of this warranty is not responsible for the claims of the client, the client will immediately reimburse costs incurred by LRE for research and for the repair, and the principal shall, at his own expense, make all necessary repairs to the Liquid Rubber Membrane repair. Default of the principal at compensation for LRE or making the necessary repairs results in destruction of this warranty.
- LRE has no obligation under this warranty or any other liability, now or in the future, if a malfunction of the Liquid Rubber membrane is caused by: (a) natural disasters, force majeure, including, but not limited to, hurricanes, tornadoes, hail, lightning, earthquakes, nuclear radiation or animals; (b) acts, behaviours or omissions of persons that damage to the Liquid Rubber membrane, affect the ability of these leaks to resist or contribute to the defect of this; (c) failure of the client in its duty of care to maintain the surface, including caulking, metal elements, drainage and coatings; (d) structural defects, excessive settling, decay, cracks (unless its hair cracks) or defects in other building components, including but not limited to construction elements or foundations; (e) intrusion in or perforations or modifications of the Liquid Rubber membrane or the waterproof surfaces which result from application of the Liquid Rubber Membrane; (f) the ingress of moisture in or by the Liquid Rubber Membrane as a result of incorrect curing. LRE has no obligation under this warranty unless and until LRE and the contractor are paid in full for all materials, services, warranty and other costs belonging to or connected with the Liquid Rubber membrane and their installation.
- This warranty may be transferred upon transfer of ownership of the buildings, on condition of prior written permission of LRE and payment of the current transfer fee of LRE; except, however, that such a transfer will not extend the expiration date of this warranty.
- This warranty explicitly does not cover:
  - Damage to the coating, possessions, buildings or contents caused by fire, habitation, construction or design flaws, displacement, misuse of the construction, or other defects in the construction.
  - Damage to the coating due to extraordinary natural causes, including but not limited to floods, lightning, hail, wind gusts, cyclones, hurricanes, tornadoes, earthquakes, or other extraordinary or unusual events.
  - Damage as a result of cracks (unless its hair cracks) or openings in the concrete structure.
  - Deficiencies in the application, errors in the Foundation, lack of good drainage or other hidden defects.
  - Vandalism, perforation or damage caused by third parties or foreign objects or other causes, including plant or animal life.
  - Damage caused by intrusion, repairs or modifications to, or building any construction on the foundations or any use of the Foundation out of use for the intended purpose at the time of issuing the guarantee.
  - All contents of the buildings or damage to goods or possessions due to leaks or penetration of water from the construction.

**THIS WARRANTY IS IN LIEU OF AND IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND LRE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND ANY ASSIGNEE ON LRE, AND IS IN NO CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL, INCIDENTAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGE TO ANY BUILDING, OR THE CONTENT OF ANY BUILDING, WITHIN THE BUILDINGS IF THAT IS NOT PROTECTED UNDER THE SAID LIABILITY INSURANCE AT NATIONALE NEDERLANDEN INSURANCE COMPANY, POLICY NUMBER 6500825. THIS WARRANTY CAN BE CHANGED OR MODIFIED IN ANY WAY EXCEPT IN WRITING AND SIGNED BY A DIRECTOR OF LRE. NO OTHER PERSON, INCLUDING ANY CONTRACTOR OR CONTRACTOR OR SOLE DISTRIBUTOR OR AGENT OF LRE, HAS THE RIGHT TO BIND TO ANY REPRESENTATION, WARRANTY OR GUARANTEE, WHETHER ORAL OR WRITTEN.**

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