

Concrete Restoration

Masonry Restoration

Resinous Flooring

Waterproofing

071113

071326



SUPERIOR

Waterproofing & Restoration Co., Inc.

3001 WASHINGTON AVE.
SUITE 100

ST. LOUIS MO 63103

TEL: (314) 531-6100

FAX: (314) 531-6200

TWO YEAR LIMITED WARRANTY

Contractor: Superior Waterproofing & Restoration Co., Inc.

Project: Webster University

Subject: Warranty Letter with Completion date of 8/7/17

Labor Warranty: Contractor warrants that all labor performed by Contractor shall be done in a good and workmanlike manner in accordance with generally accepted trade practices. This Labor Warranty is subject to the time limitation for asserting a warranty claim and requirement of contract payment as provided hereunder.

Material Warranty: Contractor warrants that the materials used by the Contractor will be new and of good quality unless otherwise required. This Material Warranty is subject to the time limitation for asserting a warranty claim and requirement of contract payment as provided hereunder.

Warranty Claim: NO CLAIM FOR BREACH OF ANY WARRANTY HEREUNDER CAN BE ASSERTED UNLESS (1) OWNER HAS MADE FULL PAYMENT OF THE CONTRACT PRICE TO CONTRACTOR WITH RESPECT TO THE PROJECT, AND (2) SUCH CLAIM IS MADE IN WRITING TO CONTRACTOR WITHIN **TWO** YEAR OF THE DATE OF SUBSTANTIAL COMPLETION OF CONTRACTOR'S WORK ON THE PROJECT.

Limitations: Any warranty hereunder does not include remedies for normal wear and tear nor for defects or damages caused by use for a purpose for which the property was not intended, improper or insufficient maintenance, modifications, or abuse.

TO THE FULLEST EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FOR ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF ACTUAL OR ANTICIPATED REVENUE OR PROFITS, LOSS OF USE OF MONEY, LOSS OF GOODWILL, OR LOSS OF REPUTATION.


Joseph McGahan / Project Manager