



079100

EMSEAL JOINT SYSTEMS LTD

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QUIETJOINT SHH & SHG Warranty 5 (FIVE) Year Limited Materials
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Project Webster ISB. File Number MO-23083

5 (FIVE) YEAR LIMITED PROJECT SPECIFIC MATERIALS WARRANTY FOR QUIETJOINT SHH & SHG

Project Name:	Webster ISB	Applicator/Purchaser:	PARIC CORPORATION
Owner of Record:	Webster University	Contact:	Devin Gates
Contact:	Craig Miller Sr.	Address:	77 Westport Plaza, Suite 250 St. Louis, MO 63146
Address:	8274 Big Bend Blvd. Webster Groves, MO 63119	Telephone:	(314) 348-8828
Telephone:	(314) 246-7773	EJSL Order #s:	243337
Ship Date:	6/22/17	EJSL Inv. #s:	142547
		EJSL File #:	MO-23083
Warranty Effective Date:	8/7/2017	Material:	QUIETJOINT SHH & SHG

Emseal Joint Systems, Ltd., (EJSL) hereby warrants to the owner of record that subject to the conditions and limitations stated below, for a period of 5 (FIVE) years from the Warranty Effective Date, the material supplied will be free of defects in material.

In the event of failure which is proven to be caused by defective material and if all other applicable conditions of this warranty are met, EJSL will bear the cost of providing replacement material for the affected joints. The obligation of EJSL is limited to re-supply only of defective material and excludes responsibility for removal or re-installation. If failure is found not to be defective material, the owner shall reimburse EJSL for any and all inspection related costs incurred by EJSL.

CONDITIONS & LIMITATIONS OF WARRANTY

- 1.0 Any claim under this warranty must be made in writing and be received by EJSL within 7 (seven) calendar days of the date that the alleged defect to which the claim relates is discovered.
- 2.0 EJSL and/or its authorized representative shall have free access, at such time as EJSL may reasonably request, to the building to perform any inspections/testing it considers necessary on receipt of notification of alleged defect.
- 3.0 No repair work shall be carried out on the installation or on surfaces contiguous thereto unless EJSL has first been notified and been given the reasonable opportunity to make any necessary recommendations. Failure by the owner of record to carry out in detail such recommendations will invalidate this or any further warranty.
- 4.0 Repairs to materials covered under this warranty if installed below-grade or in conditions resulting in obstructed access to the materials may at EJSL's discretion be repaired from the inside of the structure base or in a manner deemed by EJSL to be most suitable to the conditions at hand and the owner of record shall be responsible for removing any equipment, furniture or nonstructural interior construction from the area which would hinder the repair operations.
- 5.0 This warranty shall be null and void if the Applicator/Purchaser fails to comply with the applicable terms of sale as identified in EJSL's "Order Confirmation" and "Invoice" in any way, including failure to make payment in full within the time specified therein, Irrespective of whether the applicator/purchaser received payment.
- 6.0 This warranty will be null and void if not signed below by an authorized officer of EJSL.
- 7.0 EJSL shall not be liable for water leakage, failure, or damages arising from any of the following conditions or causes:
 - 7.1 Defects in the material to which EJSL material is to attach.
 - 7.2 Termination points or tee intersections where EJSL materials join any material not manufactured by EJSL.
 - 7.3 Unanticipated settlement, distortion, cracking or warping of the structure.
 - 7.4 Thermal or other movements of the joint in excess of those for which the material is designed and offered.

Expansion Joint and Sealant Systems For:

·Parking & Plaza Deck Joints	·Interior Movement Joints	·Acoustic & Anti-Vibration Joints
·Façade & Abutment Joints	·Masonry Joints	·Specialty Applications



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- 7.5 Design flaws relating to the joint condition.
- 7.6 Application or use of the material under conditions other than those for which it was designed and/or not in accordance with EJSL's published product literature or specific recommendations.
- 7.7 Installation not in accordance with EJSL's standard or specific installation instructions.
- 7.8 Vandalism, natural disasters or acts of God such as lightning, tornado, earthquakes, hurricane, fire, etc.
- 7.9 Disputes concerning interpretation by Applicator of scope of work or specification requirements of building owner or owners, employees, or agents, successors or assigns or failure by applicator to timely communicate in writing with specificity rather than by assumption all of owner of record's requirements to EJSL.
- 7.10 Failure to follow special recommendations by EJSL or damages caused by negligent behavior or performance of servants, employees, or agents of owner of record.
- 7.11 Failure to protect, during the construction period between EJSL's "Ship Date" and the "Warranty Effective Date", any EJSL material from harm caused by activities, exposures, and/or traffic for which the material is not designed or intended.

The unexpired portion of the warranty may be transferred to a subsequent owner of record only during the warranty period by notifying EJSL in writing of the transfer within 30 days of the effective date of the change of ownership.

This warranty is subject to, and shall be interpreted in accordance with the laws of the state of Massachusetts.

THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR ORAL EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. EJSL SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE REAL OR CONTINGENT KNOWN OR UNKNOWN INCLUDING INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY.

For and on behalf of EMSEAL JOINT SYSTEMS, LTD.:

By: Daniel O'Hayer
Title: President

Signature:


(Hereunto Duly Authorized)

Date: 1/12/2018

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