

Bituthene® Waterproofing Membrane with Hydroduct® Drainage Composite

Five Year System Material Warranty

WARRANTY NO. 24413
NAME OF BUILDING Webster University Interdisciplinary Science Building
LOCATION OF BUILDING 8274 Big Bend Blvd, MO, Webster Groves, MO 63119, United States
NAME OF OWNER Webster University
CONTRACTOR Superior Waterproofing & Restoration Co., Inc
BITUTHENE MEMBRANE TYPE Bituthene 3000
HYDRODUCT DRAINAGE COMPOSITE TYPE Hydroduct 220
TOTAL AREA (SF) 16,000
DATE OF COMPLETED INSTALLATION 8/7/2017

GCP Applied Technologies Inc. (GCP) hereby warrants that for a period of five (5) years from the date of completion of installation identified above:

1. Water will not leak directly through any individual Bituthene sheet as a result of deterioration of the sheet caused by ordinary wear and tear and the effects thereof.
2. The Bituthene sheet will bridge ruptures caused by cracking of the immediate substrate up to $\frac{1}{16}$ th of an inch wide.
3. The Hydroduct drainage composite core will maintain a compressive strength of 10,000 pounds per square foot.
4. The Hydroduct drainage composite will protect the Bituthene sheet from rupture from backfill containing no aggregate larger than $1\frac{1}{2}$ inches in diameter.

If at any time during such five (5) year period the Bituthene sheet or Hydroduct drainage composite is found by GCP not to comply with this warranty, then GCP will supply to the owner replacement Bituthene sheet or Hydroduct drainage composite in a quantity equal to the material found to be nonconforming, with a value not to exceed the purchase price for the material paid to GCP for the original installation.

This warranty does not apply to any failure caused by or due to workmanship or improper installation of the Bituthene sheet or Hydroduct drainage composite, abuse of the Bituthene sheet or Hydroduct drainage composite, or chemical incompatibility with other materials, acts of God, inadequate or faulty design of the subject structure or to repairs or installations made by other persons. In addition, this warranty does not cover any costs or expenses associated with 1) the removal, excavation or replacement of any material in connection with the testing, repair, removal or replacement of the Bituthene sheet or Hydroduct drainage composite and, 2) damages or repairs of any kind or nature to the subject building or its' contents from leaking water or otherwise.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY AND ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF THE OWNER FOR ANY BREACH OF THIS WARRANTY SHALL BE LIMITED TO THOSE HEREIN PROVIDED TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. GCP SHALL NOT BE LIABLE IN ANY CASE FOR ANY DAMAGE TO THE BUILDING OR THE CONTENTS THEREOF, NOR WILL IT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PENAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTY REMEDIES WILL BE BINDING UPON GCP UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF GCP.

GCP Applied Technologies Inc.

By Mark Kancian Date 9/11/2017
Title Warranty Administrator