

# *Protecto Wrap*

## *Protecto Wall Warranty*

### *15 year*

1) Subject to the conditions set out in this warranty, Marshall Waterproofing NZ/Aus Ltd warrants to the original purchaser that Protecto Wall shall be free from manufacturing defects which result in water penetration during the warranty period in residential applications. Marshall Waterproofing NZ/Aus Ltd also warrants Protecto Wall in residential applications against 'Break Down' meaning when Protecto Wall is installed and finished as per installation specifications the SBS modified rubberized asphalt will not rot or decompose in any way.

If water penetration occurs due to the aforementioned circumstances within the warranty period, Marshall Waterproofing NZ/Aus Ltd will at its option:

- A If the occurrence is in the first half of the warranty period;
  - i Replace or repair such defect or faulty area, or
  - ii Refund to the owner the original purchase price of the membrane, or
- B If the occurrence is in the second half of the warranty period;
  - i Replace or repair such defect or faulty area, or
  - ii Refund to the owner a pro-rated portion of the original purchase price of the membrane.

Note; if the original purchase price of the membrane cannot be determined, Marshall Waterproofing NZ/Aus Ltd at its discretion will establish a fair value to be used in lieu of original price.

#### 2) Limit of Liability

Notwithstanding any other provision of this limited warranty, in relation to Protecto Wall, Marshall Waterproofing NZ/Aus Ltd will not be liable for special, indirect, incidental or consequential damages whether for an action based in contract or tort, or for any duty to warn, to anyone, and the only liability of Marshall Waterproofing NZ/Aus Ltd shall be as provided for in this limited warranty.

#### 3) This warranty is effective only if;

- A The Protecto Wall is used in residential/light commercial applications.
- B The Protecto Wall was installed in accordance with approved application instructions.
- C The full purchase price for the Protecto Wall has been paid.
- D Marshall Waterproofing NZ/Aus Ltd has acknowledged in writing that the alleged defect is covered by this warranty.

#### 4) This warranty excludes;

- A Any damage to Protecto Wall caused by gales, hurricanes, lightning, tornados, hail storms, acts of God, fortuitous events, settlement distortion, failure, movement of foundations of the building, damaged by traffic or by impact of foreign objects or by contamination of the membrane by corrosive chemicals, oils, grease, or any misuse, neglect or improper storage or handling of the membrane.
- B Dissatisfaction due to the improper installation of the membrane.
- C Any damage caused to Protecto Wall by work performed after the installation of the membrane.
- D Any problems arising as a result of improper preparation of the surface upon which the membrane is installed, the structure of such surface or the materials used in the construction of such surface.
- E Any damage to the exterior or interior of the building upon which Protecto Wall is installed or to property contained therein, any injuries sustained by any person or economic losses or consequential damages of any kind.
- F Protecto Wall membrane using Protecto Wrap primer if not applied in accordance to specifications and recommended usage.
- G Protecto Wall membrane where non Protecto Wrap primers, mastics or other components relative to the membrane are used.
- H Any installation costs required replacing or repairing the defective membrane.
- I Protecto Wall membrane used in commercial or industrial applications.

No representative, employee or agent of Marshall Waterproofing NZ/Aus Ltd or any other person is authorized to assume any additional liability or responsibility in connection with Protecto Wall except as described above.

All claims under this limited warranty must be made in writing to Marshall Waterproofing NZ/Aus Ltd within 30 days of discovery of the alleged defect. All claims must include a copy of the invoice or contract establishing the date of installation and the original cost of the Protecto Wall. Marshall Waterproofing NZ/Aus Ltd must be allowed a reasonable opportunity to inspect any alleged defect before any repairs or replacements take place.