

Duroplex® Coating Limited 10 Year Warranty - Mold or Mildew T402M

TRIARCH hereby warrants for a period of ten (10) years from the date of installation that neither mold nor mildew¹ will grow on the surface of Duroplex, provided all the following conditions have been met:

1. All materials were installed in accordance with Triarch's qualified published Field Manual, specifications, instructions, and recommendations in effect at the time of installation.
2. Any third party materials (materials not manufactured or sold by Triarch), including but not limited to the substrate, shall not be covered under this warranty.
3. The substrate upon which the material is applied remained sound, dry, and vapor porous² for the period of time beginning ten (10) days after installation and continuing thereafter. Wetting of the substrate by any means including but not limited to roof leaks, wall leaks, pipe leaks or condensation specifically voids this warranty for the areas affected.
4. The Duroplex materials were installed by a Triarch factory qualified applicator, with materials purchased on or after July 15, 2011.
5. Owner provides TRIARCH with written notice of any defects within thirty (30) days of the discovery of failure at One Energy Way, West Warwick, RI 02893, ATTN: Warranty Services. The owner shall provide TRIARCH an opportunity to inspect the affected area before repairs are undertaken. Further, the owner must submit to Triarch a sample of the affected wall area measuring at least one square foot for laboratory evaluation.
6. All monies owing to Triarch have been paid in full.
7. This warranty does not cover failures or defects resulting from improper installation or workmanship, improper storage, abuse, vandalism, damage from accidental causes or negligence by any person, thermal movement, structural movement, structural failure, acts of God, engineering or design deficiencies, or defective or insufficient caulking.
8. IN NO EVENT SHALL TRIARCH BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY OTHER DAMAGE TO THE BUILDING ITSELF, ITS CONTENTS OR FOR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE.
9. THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS OR IMPLIED.
10. THE REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH OR IN ANY WAY RELATING TO THE TRIARCH MATERIALS SUPPLIED AND INSTALLED ON THE PROJECT.
11. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS.
12. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Since the goods are building materials and not intended to be sold to a "consumer" except as part of real estate or as a major addition thereto, this warranty shall not apply to any party constituting a "consumer" as such term is defined by the Magnuson-Moss Act.

13. Triarch's sole responsibility under this warranty shall be to supply, to provide, or at its option pay the cost of labor and materials reasonably needed to repair or replace the Triarch materials, with additional Triarch materials, described herein when shown to be defective during the warranty period. No other charges or expenses will be allowed by Triarch.
14. Any repainting or recoating of the Duroplex materials shall be executed using products specifically recommended by Triarch, i.e. Fresco® coating. Any repainting or recoating with products not recommended by Triarch voids this warranty.

¹ "Mold" or "mildew" is defined for purposes of this warranty as follows:

a. There must be at least five spots or colonies of mold or mildew organisms within one square foot which are visible to the unaided human eye from a distance of at least three feet; and

b. At least five square feet or 1% of the total area, whichever is greater, of one wall, ceiling or surface (corner to corner) must contain colonies or spots in order to qualify for replacement materials for the entire area (corner to corner).

² "Vapor porous" means that water vapor is allowed to evaporate through a substance. If the substrate upon which the Duroplex materials have been applied has a perm rate of 8 or less, as determined by testing method ASTM-1653A, this warranty is void for such areas. Such substrates include but are not limited to those that are sealed with paint or vinyl sheets or have tile or nonporous finish; use of such substrates voids this warranty.

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Triarch
One Energy Way
West Warwick, RI 02893
800-537-6111
www.triarchinc.com

TRIARCH

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