

Triarch hereby warrants to the building owner that the Duroplex materials will not delaminate, peel, crack, or chalk for a period of ten (10) years from the date of installation provided all of the following conditions have been met:

1. All materials were installed in accordance with Triarch's published specifications and recommendations.
2. The materials were installed on approved and properly prepared substrates of unpainted gypsum board, concrete, masonry, wood, nonferrous metal, or primed/painted surfaces where the existing surface coating is good quality, sound, dry, and firmly adhered. Any materials not manufactured or sold by Triarch, including but not limited to the substrate, shall not be covered under this warranty.
3. The substrate has remained sound, dry, and is without movement.
4. The Duroplex materials were installed by a Triarch factory qualified applicator.
5. Owner provides Triarch with written notice of any defects within thirty 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.
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 are 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-Mass Warranty Act.
13. IN NO EVENT SHALL TRIARCH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, INSTALLATION, PERFORMANCE OR FAILURE OF THE PRODUCT.
14. Should the Duroplex materials delaminate, peel, crack, or chalk under normal use within the warranty period, Triarch’s sole responsibility and liability under this warranty shall be to supply, shall be 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 shown to be defective during the warranty period. No other charges or expenses will be allowed by Triarch.
15. 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.

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



A Division of Dryvit Systems, Inc.

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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Certain finishes and colors may limit Triarch's materials warranty on various products. Please refer to the items listed below to determine if they may affect your selection of various products and color options.

- 1) **Deep Toned Colors:** Tend to show marks and scuffs/abrasions more readily than lighter colors. This is not a material discoloration issue, but rather actual material from the item that impacted with the coating being left on the surface of the coating. This phenomenon is true of all deeply colored materials, including deep toned flat wall paints. When selecting deep toned colors for areas of high traffic or frequent impact, please recognize that Triarch denies responsibility for the marking of deep toned textured coating. To reduce this tendency, but not eliminate it, consider the use of our PolyGlaz® material. The unique characteristics of our Polyglaz material need to be carefully considered since it may detract from the designer's intent. Another option is, if a glossy surface is acceptable, is to apply Triarch's Colorcoat material as a final step on solid colored finishes.
- 2) **Custom Texture Requests:** Triarch goes to great effort to test all its products. Included within these tests are reactions to common cleaning elements as well as certain ASTM tests. When designing a completely custom finish, i.e. those finishes not contained within the Triarch Portfolio Binder, be aware that Triarch is unable to employ the typical battery of tests to determine precise performance characteristics of an unusual combination of materials. Testing can be done if required for a custom design at a minimal cost to the purchaser depending upon normal testing expenses. Therefore, Triarch specifically does not warranty on custom textures. If the warranty is required, please request that a warranty be issued for the specific project and texture to be used. Such requests will be considered on a case-by-case basis.
- 3) **Stained Texture Disclaimer:** The method of creating "stained" finishes compromises, to some minimal degree, the cleanability of the finish. The finish is still scrubbable, but will not hold up to the same level of abrasive cleaning, or to all of the same cleaning compounds as other non-stained finishes.

When in doubt, please request a written decision on the warranty from Triarch on factory letterhead for the project and finish selected.

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Triarch hereby warrants to the building owner that the SKIMM and Duroplex materials will not delaminate, peel, crack, or chalk for a period of ten (10) years from the date of installation provided all of the following conditions have been met:

1. All materials were installed in accordance with Triarch's published specifications and recommendations.
2. The materials were installed on approved and properly prepared substrates of unpainted gypsum board, concrete, masonry, wood, nonferrous metal, or primed/painted surfaces where the existing surface coating is good quality, sound, dry, and firmly adhered. Any materials not manufactured or sold by Triarch, including but not limited to the substrate, shall not be covered under this warranty.
3. The substrate has remained sound, dry, and is without movement.
4. The Duroplex materials were installed by a Triarch factory qualified applicator.
5. Owner provides Triarch with written notice of any defects within thirty 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.
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.
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**10 Year System Limited Labor and Material Warranty
SKIMM with Duroplex over CMU, masonry and concrete**

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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 are 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-Mass Warranty Act.
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15. 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.

This is a prototypical warranty. Job specific warranties are provided upon request at project completion through our warranty services department. The project warranty request form is located on our website under CONTRACTORS tab.

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