

Triarch hereby warrants to the building owner that the Elast-O-Flex materials will maintain product integrity and will form a watertight film for a period of five (5) 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 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, firmly adhered acrylic, urethane, epoxy or alkyd material. 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 Elast-O-Flex 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 for material only; the contractor warrants his workmanship separately.
13. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. 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.
15. Triarch's sole responsibility under this warranty shall be to supply, at no charge, sufficient materials for replacement of the failed materials only. Triarch shall have no responsibility for any other charge, including the cost of labor to install the replacement material.
16. Any repainting or recoating of the Elast-O-Flex materials shall be executed using products specifically recommended by Triarch. Any repainting or recoating with products not recommended by Triarch voids this warranty. Further, repainting or recoating does not extend the term of this warranty.

17. This warranty is issued to the original building owner and is transferable upon written notice to Triarch. Transferal of the warranty does not extend its term.
18. This warranty applies only to above grade installations.

*Triarch has provided and purchaser acknowledges receipt of a product data guide and written specifications, including written instructions and a list of acceptable surfaces for application, for the Elast-O-Flex materials. The purchaser assumes responsibility for any failure caused by improper application or use of the Elast-O-Flex materials. No warranty is available for coatings applied to surfaces not approved by Triarch in its published literature.

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