

## **Plexture<sup>®</sup> Coating Limited 5 Year Warranty - Mold and Mildew T410M**

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Triarch hereby warrants for a period of five (5) years from the date of installation that neither mold nor mildew<sup>1</sup> will grow on the surface of the Plexture materials, provided all of the following conditions have been met:

1. All materials were installed in accordance with Triarch's published Field Manual, specifications, instructions and recommendations in effect at the time of installation.
2. 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 upon which the material is applied remained sound, dry, and vapor porous<sup>2</sup> for the period of time beginning thirty (30) 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 Plexture materials were installed by a Triarch factory qualified applicator, with materials purchased on or after July 1, 1996.
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. 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 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. This warranty applies only where the organisms are growing directly on the Plexture surface. In areas where the Plexture materials have been coated or spilled upon with organic substances that provide nutrition for organisms or insulates the organisms from contacting the Plexture surface (such as paint, gypsum compound, food, soft drinks, etc.), the warranty does not apply.
17. Any repainting or recoating of the Plexture 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.

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<sup>1</sup> "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).

<sup>2</sup> "Vapor porous" means that water vapor is allowed to evaporate through a substance. If the substrate upon which the Plexture 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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