



**LIFETIME WARRANTY FOR FLEXIBLE CRACK INJECTION**  
**Sam Smith**

**1234 Fake St., Raytown, MO 64138**

**I. Lifetime Warranty**

o Original Drawing

**A. Sole and Exclusive Purpose**

The sole and exclusive purpose of the Lifetime Warranty Flexible Crack Injection Warranty is to provide a free repair any time there is leakage of water deemed to be originating from a foundation wall crack that has been repaired. Any labor and materials needed to repair the said crack will be at no charge to you.

**1. Lifetime Warranty Period**

That period of time in which the present owner possesses ownership of the property.

**II. Warranty Transfer**

A New Owner is required to send in a signed copy of the Warranty Transfer Application within (60) days of title transfer of property. If a re-inspection is required, there will be a fee of \$179.00.

*To transfer warranty for work performed, please send notification to our office within 60 days of the title transfer of property.*

*\*If not done, warranty ends with possession of original owners.*

**III. Items Not Covered Under the Lifetime Warranty**

**A. Ground Water Leakage**

Ground water leakage from the floor wall joint. This type of ground water problem is corrected by the installation of a Sump Pump and recommends an Interior Waterproofing System to be installed before you finish your basement to help control any moisture coming in.

**B. Settlement**

Settlement of the interior floor, slab, or foundation wall or any other walls that is not included in this agreement.

**C. Consequential Damages**

This Lifetime Warranty does not include any repair which is the result of consequential damages, including damage to concrete, brick, mortar, sheetrock, wallpaper, carpet, personal items, paint rigid materials or furnishings. Removing or replacing landscaping, grass, fences, decks, etc.

**IV. Inclusions**

The following are included as part of the Lifetime Warranty by Specific Reference:

o Signed Agreement

THE ABOVE AND FOREGOING IS OUR SOLE WARRANTY. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED, UNLESS SUCH EXCLUSION IS NOT ALLOWED PURSUANT TO ANY STATE OR FEDERAL CONSUMER PROTECTION LEGISLATION, THAT MAY APPLY IN THE JURISDICTION IN WHICH THIS CONTRACT WAS EITHER ENTERED INTO, OR THE SITE AT WHICH THE WORK WAS PERFORMED. YOUR EXCLUSIVE REMEDY SHALL BE FOR CORRECTION OF ANY DEFECT IN WORKMANSHIP AND MATERIAL AS SET FORTH ABOVE. IN NO EVENT SHALL YOU BE ENTITLED TO CONSEQUENTIAL DAMAGE, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE.

**V. Final Payment**

The Limited 10-year Warranty becomes valid only upon receipt of final payment.

Owners must maintain grade for positive drainage. Ground must slope away from the home to a distance of six (6) feet. Gutters and downspouts but be in good working condition.

Gutters must discharge ten (10) feet from the home.

The preceding warranties on workmanship and material do not include a claim for damage or failure which are the result of normal weathering, normal actions and conditions expected of the work or product, acts of God, nature, fire, flood, hail, earthquakes, excessive wind, windblown objects, pollutants, explosions, existing or subsequent structural defects, earth movement, soil expansion, and contraction, erosion, negligent maintenance, alteration of work by others, abuse, acts of vandalism, or property damage.