



LIFETIME WARRANTY FOR TIE BACKS

Sam Smith

1234 Fake Lane, Lyndon, KS 66451

I. Lifetime Warranty

A. Sole and Exclusive Purpose

The sole and exclusive purpose of the Lifetime Warranty is to provide free adjustment, repair, or replacement of the Helical Tie Backs during the Warranty period should the Tie Backs fail to perform as intended within the exclusion herein stated.

1. Definition of Failure to Perform

A tieback fails to perform as intended when the foundation in the immediate area of the work moves inward after the completion of the work, more than 1/2" from final elevations.

2. Definition of Sole & Exclusive Remedy

The sole and exclusive remedy which KC Waterproofing, Inc. is obligated to provide for Tie Back failure is limited to repair, replacement or adjustment of the Helical Tie Backs. This does not include excavating the exterior of the foundation wall to adjust.

3. 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. Water Leaks

There is no warranty against water leaks unless an Interior or Exterior Waterproofing System has been installed.

B. Excavation

If excavation of the exterior wall to remove soil is needed, there will be a charge of \$200.00 per ft.

C. Settlement

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

D. 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, paint rigid materials or furnishings. Removing or replacing landscaping, grass, etc.

IV. Inclusions

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

- Signed Agreement
- Original Drawing
- Final Measurements (Elevations)
- Final Torque Pressure and Depth Form
- Signed Wall Pull Back Addendum

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 Lifetime 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.

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