

**LIQUID BOOT® WARRANTY**

GC-C



TO: OWNER: \_\_\_\_\_  
PROJECT: Name: \_\_\_\_\_  
City & State: \_\_\_\_\_  
APPLICATOR: Name: \_\_\_\_\_  
City & State: \_\_\_\_\_  
EFFECTIVE DATE: August 1, 2002

LBI TECHNOLOGIES, INC. ("LBI") warrants to Owner that its LIQUID BOOT® installed by Applicator on the above-referenced Project is free from defects in material of a type which cause a leak through LIQUID BOOT®. This warranty expires two year(s) from the date of installation. If Owner discovers within this period such a defect in material, Owner must promptly notify LBI in writing. Notice received by LBI later than one month from the expiration of the warranty period shall not be effective. Within a reasonable time after proper notification, LBI shall correct any such defect in material, by repair or replacement of LIQUID BOOT®. This remedy is Owner's only remedy for breach of warranty. LBI does not warrant and shall not be responsible for (a) any products, components, or parts, including, without limitation, geotextiles, scrim and top coats, not manufactured by LBI; (b) defects caused by improper installation of LIQUID BOOT®; (c) damage caused by use of LIQUID BOOT® for purposes other than those for which it was manufactured; (d) damage caused by disasters such as fire, flood, wind and lightning; (e) damage caused by unauthorized alterations, repairs, attachments or modifications; (f) the waterproofing integrity of expansion joints; (g) damage during shipment; or (h) any other abuse or misuse by owner. Without limiting the generality of the foregoing, LBI shall not be obligated to repair any leaks caused by events beyond its control, including but not limited to structural defects, building alterations, damage to the installation by subcontractors or others, punctures, traffic, storage of materials, explosions, building settlements, earthquakes or other unusual natural phenomena or acts of God. Any action for breach of warranty must be commenced within three months following the expiration of the warranty period. This warranty shall be void unless all LBI invoices relating to this project have been paid in full.

*THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.*

The waterproofing integrity of expansion joints is the responsibility of the expansion joint manufacturer, or others.

LBI TECHNOLOGIES, INC. shall not be liable for any special, incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the LIQUID BOOT® or from or in connection with any failure or leak or from any other cause relating thereto whether such claim is based on breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Damages that LBI shall not be responsible for include, but are not limited to, loss of profits; loss of savings or revenue; loss of use of LIQUID BOOT® or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to persons or property. LBI shall have no liability for damage to other components of the Project or the contents therein.

Any repair work pursuant to this warranty may at LBI's discretion be performed from the inside of the structural base. Owner shall be responsible for exposing the LIQUID BOOT® membrane for visual inspection by LBI for purposes of determining the source and cause of any leak which is alleged to be caused by a defect in the material of LIQUID BOOT®. Owner shall give LBI, its agents and employees reasonable access to the area where LIQUID BOOT® is installed during business hours during the term of this warranty. No employee of LBI or any other party is authorized to make any warranty in addition to those made in this warranty. Owner is warned, therefore, to check this warranty carefully to see that it correctly reflects those terms that are important to Owner.

LBI TECHNOLOGIES, INC.

DATE: August 19, 2002

BY: \_\_\_\_\_

TITLE: President