

DISPUTES:

Owner and the Company specifically agree that any claim, controversy or dispute arising out of this Warranty shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Such arbitration shall be held in Houston, Texas (as exclusive venue) before a panel of three arbitrators (one selected by each party and the third selected by those two arbitrators). Each party shall pay its own costs, and the parties shall split the costs of the arbitrators equally.

WARRANTY DURATION:

This Warranty extends 30 years from the installation of the Form-A-Drain & Platon system.

TRANSFERABILITY:

This Warranty extends to the original Owner of the single family detached residence only, and is not transferable to any subsequent Owner.

MANNER OF MAKING A CLAIM:

Claims are to be made in writing to North American Specialty Products LLC at 2801 Post Oak Blvd., Suite 600, Houston, TX 77056, Attention: Form-A-Drain Customer Service, within fifteen (15) days after discovery of the water leakage or seepage. All claims must include the following: name of Owner, address of building structure, date of discovery of water leakage or seepage, date of installation of Form-A-Drain & Platon system, name and address of contractor/installer. The Company may require additional information in order to process the Warranty claim, as well.

REGISTRATION:

Online registration form found at formadrainsolutions.com must be completed within 30 days after Owner purchases to activate this Warranty and to provide notice as to the identity of the Owner of this Warranty.

FORM-A-DRAIN® PLUS
A Better Approach to Foundations

Platon®

FORM-A-DRAIN®

FORM-A-DRAIN®
A BETTER APPROACH TO FOUNDATIONS

WARRANTY BROCHURE



30 YEAR
DRY BASEMENT GUARANTEE



FOR MORE INFORMATION
CALL **713.325.0642** OR
VISIT **FORMADRAINSOLUTIONS.COM**
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**FASTER, BETTER, SMARTER
BUILDING SOLUTIONS**

THIS WARRANTY IS FROM:

This limited warranty (this "Warranty") is provided by North American Specialty Products LLC (the "Company").

THIS WARRANTY IS OFFERED TO:

Owners (each an "Owner") of new single-family detached residences that have PLATON Membrane ("Platon") applied to the building's foundation walls and the FORM-A-DRAIN perimeter foundation drainage system installed at the building footer. The foundation walls must be vertical, no more than a single story, and constructed of poured concrete. This Warranty applies only to buildings constructed by builders and contractors approved by the Company, and each building must be registered with the Company by subdivision and lot number.

WHAT IS COVERED:

Under normal use and service, the vertical surface of your foundation walls covered with Platon and utilizing the Form-A-Drain perimeter drainage system will be free of water leakage or seepage through the covered area, except for exceptions, exclusions and limitations set forth below.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY DOES NOT GUARANTEE OR WARRANT THAT IRRITANTS, SUCH AS MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED.

WHAT WE WILL DO IF SYSTEM FAILS:

If the Form-A-Drain & Platon system fails, we will repair, or have repaired, the area in question, or provide replacement of Form-A-Drain & Platon product as your remedy. We will use our commercially reasonable judgment and shall have the sole option to choose the best method by which to remedy leakage or seepage, whether by interior or exterior solution. Our total responsibility during the life of this Warranty will not exceed an amount equal to \$2.50 per square foot of foundation wall treated, or a total of \$10,000, whichever is lower. The Company will not be liable to the Owner for any loss or damage that exceeds this maximum amount. This Warranty will be considered secondary to all other applicable warranties.

Prior to repairing or replacing Form-A-Drain & Platon product, the Company is entitled to investigate the source of the water leakage or seepage, as applicable, and if the Company determines that the Warranty does not apply in the circumstances, the Company reserves the right to recover from the Owner the Company's costs and expenses in conducting such investigation.

COSTS THAT YOU WILL BE RESPONSIBLE FOR:

To the extent that the following applies to your situation, you will be responsible for certain costs associated with repair or replacement of the Form-A-Drain & Platon system. Costs that we do not cover and are not responsible for are:

1. Removal and replacement of soil and/or finishes on the interior and exterior of the wall.
2. Removing or replacing trees, shrubs, grass and landscaping.
3. Removing or replacing interior or exterior components of the building or wall that are obstacles to repair.
4. Removing or replacing interior furnishings or fixtures.
5. Removing or replacing other obstacles that affect the repair or damage thereto.
6. Removal or replacement of driveways or sidewalks.

THIS WARRANTY EXCLUDES ANY LIABILITY OR CLAIMED DAMAGES RELATED TO MOLD, MILDEW, FUNGI OR ANY AIR QUALITY PROBLEMS. ADDITIONALLY, THIS WARRANTY EXCLUDES ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE ATTRIBUTABLE TO BREACH OF ANY WARRANTY WITH REGARD TO THE FORM-A-DRAIN & PLATON SYSTEM. AS AN EXAMPLE, THIS MEANS WE WILL NOT TAKE RESPONSIBILITY FOR ANY DAMAGES, CLAIMS, SUITS, LOSSES OR COSTS YOU MAY SUSTAIN THAT ARE RELATED TO LEAKAGE, MOLD, MILDEW, FUNGI OR AIR QUALITY, DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR FOR COSTS OF REPAIR OR REPLACEMENT OF THE FORM-A-DRAIN & PLATON SYSTEM, OTHER THAN THAT SPECIFICALLY PROVIDED UNDER THIS WARRANTY.



LIMITATIONS & EXCEPTIONS:

A. THIS WARRANTY DOES NOT APPLY TO, AND THE COMPANY HAS NO LIABILITY OR RESPONSIBILITY FOR, MOLD, MILDEW, FUNGI OR AIR QUALITY.

B. This Warranty does not apply to, and the Company has no liability or responsibility for, leakage or seepage resulting from:

- i. Cracks or defects greater than 1/16", including structural defects in the wall, footings or foundation, regardless of cause;
- ii. Damage to the applied Form-A-Drain & Platon system or to the walls or footings to which they are applied;
- iii. Improper installation of drainage above or around the structure not in accordance with local building codes or that does not meet or exceed good construction practices at the time of installation, including, but not limited to:
 - a. Grading that does not slope away from the structure sufficiently to drain water away from the structure or that results in a grade line extending above the Form-A-Drain & Platon system that allows water to penetrate above the system; or
 - b. Insufficient or improper installation of other drainage media required by code, such as:
 1. Clean, washed stone to size and measure required by local or national code, or as described in the Form-A-Drain installation instructions; or
 2. Filter fabric material where required or recommended by local or national code, or as described in Form-A-Drain installation instructions; or
 - c. Defective or inadequately functioning gutters or downspouts;
- iv. Condensation on the interior walls or finish;
- v. Openings for pipes, cables, ducts, or other intrusions into or alterations of the waterproofed walls, or footing drainage made after the installation of the Form-A-Drain & Platon system;
- vi. Installation or application of the Form-A-Drain & Platon system by anyone other than a Form-A-Drain Approved Contractor, as designated by the Company;
- vii. The use of expansive or contraction devices in the design of the wall's structure;
- viii. Any construction technique used by a builder or subcontractor that allows water to enter above, below, or behind the Form-A-Drain & Platon system;
- ix. Acts of God, including, but not limited to, fire, lightning, earthquakes, hail storms, hurricanes and high winds, cascading roof/floor water, ponding water, immersion in water, vandalism or attack by any third party, impact from falling objects, defects in the structure, or components of the structure (e.g. window, door or other components of the wall system), contamination from building site chemicals, premature deterioration of other building materials, non-standard use or application of the Form-A-Drain & Platon system or parts thereof, or exposure to foreign objects or agents, including the use of incompatible