KEMPER SYSTEM

KEMPER SYSTEM AMERICA, INC.

__-YEAR PREMIER NDL LIMITED WARRANTY

WORKMANSHIP AND MATERIALS

SYSTEM USED: _____ FLEECE WITH_____ SYSTEM/RESIN

OWNER
NAME:
ADDRESS:
TELEPHONE:

APPLICATOR FIRM
NAME:
ADDRESS:
TELEPHONE:

STRUCTURE INFORMATION

NAME:
ADDRESS:
SIZE OF PROJECT:

APPLICATION LOCATION:
COMPLETION DATE:
PROJECT NO.:

SAMPLE

The Warranty

KEMPER SYSTEM AMERICA, INC. ("KSA") warrants to the above-named **Owner** that the Kemperol® waterproofing system defined above ("**System**") installed on the **Structure** in the locations identified above shall be free from leaks or seepage through the System to the substrate for a period of ___**years** from the **Completion Date**. Only leaks or seepage found by KSA to have been caused by **(1)** defects in the content or composition of products supplied by KSA or **(2)** improper installation of the System by the above-named **Applicator Firm** shall constitute defects covered by this warranty ("**System defects**"). NDL ("No Dollar Limit") refers to Kemper's liability under this warranty for covered claims; Kemper has no liability for excluded items, conditions or damages as set forth below. This warranty is subject to the requirements, conditions, limitations, and exclusions set forth below and on any riders.

Claim Notification

The Owner must notify KSA directly in writing through the warranty claim form process located at www.kempersystem.net of any claimed defect within 30 days of its discovery and during the warranty period. Failure to give timely notice of a claimed defect shall constitute absolute waiver of any claim and KSA shall have no liability, under this warranty or otherwise, with respect to such claimed defect.

Remedy

KSA shall at its option repair or replace only the area of the System determined by KSA in its sole discretion to be defective and the cause of the leak during the warranty period. When deemed necessary by KSA, the Owner shall, at its sole expense, (1) provide to KSA photographs and samples of the System, (2) remove/replace overburden to enable inspection (except as otherwise provided by an overburden rider), (3) furnish KSA and its agents free access to the structure and the Materials for inspection and testing, and (4) provide all required scaffolding, staging, and rigging. Failure by Owner to furnish KSA samples, photographs, information or free access to the structure or to remove/replace overburden for purposes of inspection shall constitute an absolute waiver of any claim. The Owner's provision of free access and the removal/replacement of overburden shall be conditions precedent to any obligation of KSA under this warranty. Owner shall also bear all costs of materials and labor for repairs to the Structure. If after inspection it is determined that there is no System defect or that coverage under this warranty is for any reason excluded, then Owner shall reimburse KSA for its costs incurred in investigating or remedying the claimed defect. Failure to reimburse expenses incurred in the investigation and repair of non-warranted conditions within 30 days of receipt will result in the warranty being voided.

If leaks or seepage are caused in part by a System defect covered by this warranty and in part by a cause or condition excluded from this warranty, then KSA's liability under this warranty shall be proportionately and equitably reduced. In such event, the Owner shall reimburse KSA for the cost of any repairs or replacement in excess of its proportionate liability.

EXCLUSIONS AND LIMITATIONS FROM WARRANTY COVERAGE. The System shall not be considered defective, and this warranty will not apply, where the claimed defect is attributable to any cause other than the above-defined System defects. This warranty shall not apply to:

- Damage to the System caused by:
  - animals, flying or falling objects, or by natural disasters, including but not limited to earthquakes, hailstorms, windstorms (winds in excess of 72 miles per hour measured at 33 feet above ground), hurricanes, and tornadoes;
  - any deliberate or negligent act, vandalism, act of terrorism or war, mechanical damage, vehicular or pedestrian traffic, storage of material, or other misuse or abuse;
  - defects or irregularities in the design, materials, or construction of the Structure or substrate, including but not limited to structural movement, structural failure, substrate failure, internal substrate moisture, or internal pressure conditions;

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- unprotected contact with uncured concrete and similar alkaline materials, organic solvents, or any other chemical (solid, liquid, gas, or any other form) that is not listed in KSA's literature regarding chemicals to which the System is resistant and that has not been otherwise approved by KSA in writing;
- Owner's failure to prevent or mitigate degradation or deterioration of, or leakage through, the substrate, overburden, or other elements of the Structure or substrate that are in contact with or otherwise affect the performance of the System;
- Leaks or seepage due to existing project conditions that prevent proper termination or adhesion of membrane and flashing, including but not limited to low flashings less than 6" in height, tie-ins to adjacent roofing or waterproofing systems, or application to existing coatings or other finish materials;
- Any conditions that prevent positive drainage or result in standing water on Modified Bitumen systems.

- Repairs or modifications (including penetrations) made without KSA's prior written consent to the methods and materials to be used, or performed by an applicator not authorized by KSA;
- Damage, defects or irregularities in the System or Materials that do not cause leaks or seepage through the System to the substrate;
- The performance of materials installed on the Structure in locations other than those identified above;
- The performance of materials that are not supplied by KSA, regardless of whether KSA approves their use with the System;
- Unless otherwise agreed as additional coverage in this warranty, the performance of optional KSA and non-KSA surfacing materials not required for watertightness as part of the System, which Owner recognizes will require periodic reapplication.

CONDITIONS TO CONTINUING COVERAGE. This warranty shall be voided if:

- Owner fails to comply with its obligations under this warranty;
- Owner fails to remedy conditions affecting the System that are excluded from warranty coverage, including maintaining the Structure and any other non-System components, and repairing non-warranted damage to the System;
- There is a misrepresentation as to, or material change in, the use of the System or type of occupancy of the Structure that has a deleterious effect on the performance of the System;
- Repairs or modifications made by third parties without KSA.'s prior written consent damage the Materials or System (the performance of emergency repairs will not in and of itself cause this warranty to be voided provided that permanent repairs are made promptly in a KSA-approved manner).

THIS EXPRESS WARRANTY IS GIVEN BY KSA IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE. Owner's sole and exclusive remedy against KSA in connection with the purchase, installation, use, and/or performance of the System is repair or replacement of the failed area as expressed in this warranty. KSA shall not be liable for damage to other components of the System not provided by KSA or approved by KSA in writing, the substrate, the Structure itself, or to the contents of the Structure, whether or not caused by a defect covered by this warranty. **KSA SHALL NOT BE LIABLE TO THE OWNER OR TO ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT, DELAY, NONDELIVERY, NONPERFORMANCE, RECALL OR OTHER BREACH BY KSA, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, OR OTHER ECONOMIC INJURY.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states, such as New Jersey, do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, or the limitations on time to bring certain actions, so such limitations contained herein do not apply to individual consumers in New Jersey and may not apply in other states.

This warranty is not transferable unless KSA otherwise agrees in writing and a transfer fee is paid by the transferee. Neither the parties to this warranty nor any other person (including Applicator Firm) may modify or expand this warranty, waive any of the limitations, or make any different or additional warranties with respect to the System. Any statements to the contrary are null and void unless made in a writing signed by an Executive of KSA. This warranty is subject to and shall be interpreted according to New York law without regard to principles of conflicts of laws. Any controversy or claims relating to the System shall be settled exclusively by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("**AAA**"), in the office of the AAA closest to the Structure within the state where the Structure is located, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. No action or claim shall be brought against KSA unless filed within one year after the basis for such claim becomes known, or with the exercise of reasonable diligence should have become known, to the Owner or its representatives. Any action or claim not timely filed shall be deemed waived. This agreement to arbitrate disputes shall not, however, apply to any lawsuits commenced by third parties wherein KSA brings a claim against the Owner.

This warranty shall not be effective unless or until (i) Owner has paid in full all invoices of KSA, Applicator Firm and any other supplier of materials for the System, (ii) KSA, receives payment in full of the purchase price for the warranty and any attached riders, and (iii) this document is signed by the Owner of the Structure an Executive of KSA.

THE TERMS OF THE FOLLOWING RIDERS ARE INCORPORATED IN THIS WARRANTY BY REFERENCE:

C_____	C_____
FOR OWNER	FOR KEMPER SYSTEM AMERICA, INC.
BY_____	BY_____
(Print/Type)_____	(Print/Type)_____
TITLE_____ DATE_____	TITLE_____ DATE_____

SAMPLE

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Visit http://kemper-system.com/US/eng/warranties/warranty-form.html to submit a leak claim.