

# TOTAL WALL

## 10-YEAR EXTERIOR INSULATION & FINISH SYSTEM MATERIAL & LABOR WARRANTY

TOTAL WALL warrants to the owner of the commercial building described below ("Owner"), subject to the terms, conditions, and limitations stated herein, as follows ("Warranty").

That the TOTAL WALL System ("System") will not lose its bond from approved substrates, peel, flake or chip as long as the surface integrity is maintained. This warranty does not cover defects or damage caused by sealant failure or water penetration due to leaks through windows or any other items installed in the System which are not part of the System (e.g. air conditioning units, louvers, or vents) or as a result of construction or installation of other items in or on the System which are not part of the System. The System includes the following TOTAL WALL materials for the building described below: (a) TOTAL WALL base coat; (b) TOTAL WALL finish coat; (c) TOTAL WALL reinforcing fabric; and (d) the material supplied, or; (e) the following as specifically approved by TOTAL WALL:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The foregoing Warranty shall continue for a period of ten (10) years from the date of completion as shown below, provided that the Owner gives TOTAL WALL written notice of any defects in the System within thirty (30) days from the discovery of such defects ("Warranty Period").

The forgoing Warranty does not cover cracks, defects or damage caused by: (i) structural or design defects; (ii) misuse, vandalism, civil disobedience, acts of war; (iii) any condition caused by any negligence or accidents in maintaining the system; (iv) acts of god, including lightning, hurricanes, tornadoes, earthquakes, fumes, flood, chemical fumes or foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained herein do not cover any material used on the System, which was not supplied by TOTAL WALL unless specifically identified below.

TOTAL WALL's obligations hereunder shall be limited to the replacement of the defective component of the System and labor to apply defective component or, at the option of TOTAL WALL, the reimbursement of the original purchase price for the defective component of the System.

Any claim of defect in material in the System must be made in writing to TOTAL WALL as set forth below within the Warranty Period. This Warranty will not cover damage resulting from the application, repair or subsequent work on the building to which the System has been applied without written approval from TOTAL WALL of the methods and materials to be used and the party who will apply those materials. During the term of the Warranty, TOTAL WALL, its agents, employees and assigns shall have free access to inspect the System during business hours.

This warranty shall become effective when all bills for the components of the System and for application of the System have been paid in full.

This Warranty shall become null and void if, in the sole judgment of TOTAL WALL, any of the following events shall occur: (i) if after installation of the System, there are any alterations or repairs made to the building that affects any component of the System in any way; (ii) failure by the Owner or any of Owner's tenants to use reasonable care in maintaining the System; or (iii) Owner fails to comply with every term or condition stated herein.

TOTAL WALL's failure at any time to enforce any of the terms or conditions stated herein shall not be constructed to be a waiver of such provision.

This Warranty shall apply onto the original Building Owner as set forth below, and any assignment of any rights hereunder by the Building Owner without express written consent of TOTAL WALL shall be null and

void. In the event that a majority of the authorized or issued capital stock of the Building Owner shall have been sold or otherwise transferred or disposed of the new holder of the stock shall not be deemed to be the original Building Owner.

This Warranty shall not cover or apply to:

*SEALANT OR FLASHING*

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHER WARRANTY OR QUALITY, WHETHER EXPRESS OR IMPLIED. TOTAL WALL SHALL NOT BE LIABLE FOR ANY CIRCUMSTANCES FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS. TOTAL WALL shall have no further obligation or liability of any kind, and it is further agreed and understood that the price stated for the System is consideration for the limitation of TOTAL WALL's liability hereunder. The sales personnel of TOTAL WALL are not authorized to make warranties about the merchandise described in this contract. TOTAL WALL's employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY BUILDING OWNER OR THIRD PARTY, AND ARE NOT PART OF THE CONTRACT SALE. THE ENTIRE CONTRACT IS EMBODIED IN THIS WRITING AND NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS WRITTEN CONTRACT. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of this agreement.

TOTAL WALL

By: *Randall Donora*

Date:

BUILDING OWNER

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Building Name:**

**Building Address:**

**Owners Name:**

**Date Installation Completed:**

**Applicator:**

**Square Footage:**

**System Installed:**