



Sample Warranty

**TWENTY YEAR
LIMITED MATERIAL
WARRANTY AGREEMENT
FOR
PROTECTOSIL® CHEM-TRETE® BSM 400
WEATHERPROOFING**

with

SPECIMEN

Evonik Degussa Corporation
Inorganic Materials
379 Interpace Parkway, P.O. Box 677
Parsippany, NJ 07054-0677
Telephone (800) 828-0919
Marketing Fax: (973) 541-8503

Evonik Degussa Corporation ("Evonik") agrees that the surface of sound concrete or masonry treated with PROTECTOSIL CHEM-TRETE® BSM 400 ("PRODUCT") on the project known as:

PROJECT NAME:

TREATED AREA(S):

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will retain the water repellent effect for a period of twenty (20) years from the date of application, provided that the surface has not been abraded away and that the owner gives Evonik written notice by certified mail at 379 Interpace Parkway, Parsippany, NJ 07054-0677 of any claims within thirty days of the discovery of any leaks. In the event the treated surface loses the water repellent effect during the limited warranty period, Evonik will provide sufficient material to restore the water repellent effect to the areas on which it was lost. This Agreement does not include or cover any loss of water repellent effect due to improper surface preparation, improper application, the improper use of PRODUCT, structural defects or movement, water penetration caused by cracks or joint areas requiring caulking, sealants or repointing, failure of the building, any damage to the building or contents thereof, any leakage due to mechanical damage or abuse, or any leaks or damages arising out of any improper architectural or engineering specifications relied upon or submitted to Evonik.

This Agreement is solely intended to cover any condition caused by defective material supplied by Evonik. It shall not include any condition caused by damage to the surface to which PRODUCT has been applied, or by any deliberate act or negligence. Any measurement of the water repellent effect shall be made according to Evonik's standard procedures.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement will not cover damage due to repair or subsequent work on or through the surface to which PRODUCT was applied.

During the term of this agreement, Evonik, its agents or employees shall have reasonable access to the project site during normal business hours upon prior notice to Owner.

This Limited Material Warranty Agreement is solely for the benefit of the owner of this project at the time the treatment is applied, and it does not extend to any successors or assignees of said owner. Evonik will re-issue the Warranty for a new owner for the remaining term of the original Agreement upon written request to Evonik from the new owner, provided such request is made within one hundred twenty days following the transfer of ownership, and providing the new owner pays the then current registration fee.

This Agreement becomes effective, and remains valid, only when Evonik has confirmed receipt of the Warranty Agreement from the owner, and when all outstanding invoices for application, supplies and services have been paid in full to Evonik, and to the contractor and material suppliers.

THIS LIMITED MATERIAL WARRANTY AGREEMENT AND THE REMEDIES PROVIDED HEREUNDER ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY). THE PARTIES AGREE THAT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXCLUDED AND SHALL NOT APPLY TO GOODS SOLD.

This Agreement will immediately terminate and become null and void if there is any material change in the use or type of occupancy of the building.

THE PARTIES AGREE THAT EVONIK'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE VALUE OF MATERIALS TO RESTORE THE WATER REPELLENT EFFECT OF THE PRODUCT TO THE AREA ON WHICH IT HAS BEEN LOST, BY AN AUTHORIZED APPLICATOR, WHICH LIABILITY SHALL NOT EXCEED THE MATERIAL VALUE OF THE PRODUCT INVOICED BY EVONIK FOR THE PROJECT. Evonik shall have no liability for any damage to other components of the building, nor for any consequential or incidental damages including, but not limited to, lost profits, sales or revenues, loss of use of the building, cost of capital, cost of a substitute building, facilities or services, downtime cost or claims of tenants of the building for such damages or personal injury.

In the event the owner requests Evonik to investigate leakage or other related problems on this project, owner will pay to Evonik the then current fee plus expenses for the investigation. This fee will not be applicable if the investigation determines that required service is covered by this Agreement. This Agreement shall become void if the owner fails to pay Evonik for said investigation within thirty days of Evonik's invoice date.

Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, then obtaining, at the New Jersey Regional Offices. The award rendered by the arbitrators shall be final and judgment upon the award may be entered in any Court having jurisdiction thereof.

Notwithstanding the foregoing, owner agrees that it will participate in, and be bound by any judicial, administrative or arbitration proceeding wherein the owner's participation and presence are requested by Evonik, provided that said proceedings involve a common question of law or fact, or indemnification, and further provided that said proceedings involve a third party and Evonik, even though said third party might not be specifically bound by this Limited Material Warranty Agreement.

The terms and conditions of this Limited Material Warranty Agreement are hereby accepted.

Evonik Degussa Corporation

By: _____ By: _____
Owner's Authorized Representative Edward McGettigan, Business Manager

Date of Signature _____ Date of Signature