# American Waterworks Limited Warranty (Waterproofing)

Address: E3319 440<sup>th</sup> Ave Menomonie, WI 54751 Date Installed: 06/16/2017 \_196\_ Foot of Waterguard Waterproofing Drainage System

## Drainage Systems

For areas where Contractor has installed Waterguard, Flowguard, DryTrak, and/or a draintile system (a "Drainage System"), Contractor warrants that, if water from the floor wall joint pusses through the perimeter of the Drainage System and onto the basement floor, Contractor will provide the labor and materials to fix the leak(s) at no additional charge to the Customer for the lifetime of the structure from the date of installation. If the entire basement perimeter was not treated by the Drainage System, the Warranty does not cover the untreated area and additional work at an additional charge could be necessary to extend the Drainage System or treat other areas or problems. Because pump or power failure is possible, this Warranty is not a guarantee of a dry basement as Contractor cannot guarantee that in all circumstances.

#### Sump Pumps

Primary AC operated sump pumps are warranted by the Contractor to work for three (3) years and DC back-up sump pumps are warranted by the Contractor to work for five (5) years form the date of installation. Battery-run back-up pumps can fail if they are not maintained or are called on to run beyond the current life of the battery. These systems are recommended, but cannot be relied upon to work in every situation. A TripleSafe pumping system is always recommended, but in rare circumstances even this system may not keep up with the amount of water. In these cases, additional pumps may be required at an additional charge. Annual maintenance by Contractor is recommended to ensure optimum performance of the sump pump.

# Items For Which Customer is Responsible

- 1. Maintaining positive drainage away from the repaired wall(s)
- 2. Keeping gutters clean and in good working order
- 3. Directing downspouts a sufficient distance away from the repaired wall(s)

## Payments & Warranty Period

This Warranty is transferable at no charge to the future owners of the structure on which the work specified in this warranty is completed. This Warranty is in effect if the job is completed and paid in full and alternatively, is null and void if full payment is not received. If at a later date, Customer fails to pay Contractor within thirty (30) days for additional services Contractor provides to Customer at Customer's request (for example, an annual maintenance appointment), this Warranty will be suspended until full payment is made. Contractor does not warrant products not mentioned above, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified on the proposal. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Workers' Compensation insurance.

### Exclusions From The Warranty

This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing: 2) Drainage System or Crawl Space Drainage System (hereinafter, the "System") clogging or malfunctioning from mineral accumulation, iron bacteria, tree roots, etc.; 3) condensation, any System that has been altered, water vapor transmission, concrete discoloration from capillary action, water leaking out of the wall over the System, efflorescence (white powder) on concrete, window well flooding, shrinkage cracks in new concrete, peeling paint, water once pumped from the structure, dust incidental to the System installation, damage to hidden utility lines, leaks from chimneys or garages, plumbing and frozen discharge lines; 4) water damage to property including, but not limited to, floor coverings, furniture, all personal property, stored items, finished walls, and other objects inside the foundation of the structure on which work was completed; and 5) any damages caused by mold including, but not limited to, personal injury, loss of income, emotional distress, death, loss of value, and adverse health effect, or any other effects.

Standard Exclusions Permitted by State Law This Waterproofing Limited Warranty (the "Warranty") is made in lieu of and excludes all other warranties, express or implied, and of all other obligation; on the part of American Waterworks (the "Contractor") to the customer (the "Customer"). There are no other verbal or written warranties. There are no warranties which extend beyond the description on the face hereof, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose, including basement waterproofing.

Contractor's signature:

American Waterworks 829 Rolling View Ln SE Pine Island, MN 55963 800-795-1204

• It is normal for shrinkage cracks to appear in new concrete. It is also normal for the concrete to appear dry and then damp again during the • Remember to keep gutters and downspouts free of leaves and debris. Make sure your downspouts stay connected and extended well away • New concrete takes some time to cure. Please allow three to four days before replacing furniture or appliances. We recommend waiting recommended for an extended period of time. In order to prevent flooding during power outages or pump failures, consider having an three to four weeks before laying carpet or tile. Running a SaniDry Basement Air System and/or fan will speed up the curing process. \* Basement Systems \* WATERWORKS Your sump pump should be plugged into a dedicated outlet at all times. An extension cord may be used temporarily, but it is not You can <u>immediately</u> enjoy the peace of mind of a dry basement due to the installation of your waterproofing system! New Y UltraSump battery back-up installed, if you haven't done so already. Here are some important tips regarding your new system: ox crazo open 3 curing process, especially after it rains. from the house.