



10 Year Warranty terms for Liquid Applied ElaProof Coating

Build Care Ltd. waterproofing warranty for commercial-, industrial- and residential building roofs.

Build Care Ltd., warrants to the owner of the building described above ("Building Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Build Care Ltd. will supply replacement material for any defective ElaProof Liquid Applied Coating ("LAC") installed according to Build Care Ltd. technical instructions by a Build Care Ltd. authorized LAC applicator for a period of ten (10) years.

Terms, Conditions and Limitations

1. Owner shall notify Build Care Ltd. on the first business day immediately following the discovery of each leak in the LAC and confirm writing within one week.
2. If on Build Care Ltd. inspection, Build Care Ltd. determines that the leak's caused by a defect in the LAC except as provided in the following paragraph three (3), Owner's remedies and Build Care Ltd. liability shall be limited to providing replacement for the defective LAC.
3. This warranty does not apply and may be null and void if any of the following occur:
 - (a) The LAC is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, tornado, or flood, as defined by the Local National Weather Service, or other actions by nature, or:
 - (b) The LAC is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - (c) A deficient pre-existing condition or equipment is causing water entry, or:
 - (d) Metal work, welding or other accessories or equipment is used in the nearby LAC and causes leaks, or:
 - (e) There are any alterations or repairs made on or through the completed LAC, or subjects such as but not limited to fixtures, equipment, or structures are placed on or attached to the complete structure without first obtaining written authorization from Build Care Ltd., or:
 - (f) Failure by the Owner or his lessee to use reasonable care in maintaining the LAC system as described by the Build Care Ltd., or:
 - (g) Loss of integrity of the building envelope and, or structure including but not limited to partial or complete loss of decking, wall siding, windows, doors, or other envelope components or from damage by wind-blown objects, or:
 - (h) Unexpected failure on the substrate of the LAC which causes the loss of adhesion, including the delamination of different structural layers of the existing roofing material, or:
 - (i) Condensation accumulates in the waterproofing assembly, or:
 - (j) A significant change in the use of the building by the Owner or his lessee expected by Build Care Ltd. effect to the applied LAC or the existing roof covering which is now working as a substrate of the LAC, or:
 - (k) The LAC is damaged by contaminates and /or spills, or:
 - (l) Deficient design or defective workmanship was applied to the LAC such as membrane contact with incompatible materials, or:
 - (m) The Owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, Build Care Ltd., it's agents and employees, shall have free access to the building during regular business hours to inspect the LAC on the roof.
5. Should the LAM be concealed, the cost of exposure of the LAC for purposes of Build Care Ltd. investigations and/or repairs, such as removal and replacement any concrete, paving, backfill or overburden, shall be the Owner's responsibility.
6. Build Care Ltd. shall have no obligation under this warranty until all invoices for material, installation, and services provided by Build Care Ltd. and the Build Care Ltd. authorized applicator have been paid for in full.
7. Build Care Ltd. failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.



8. This warranty may be transferred to a subsequent Owner of the structure if approved in advance and in writing by Build Care Ltd. and the cost to process the transfer and to inspect and repair LAC system, if necessary, shall be the Owner's responsibility.
9. The Owner and Build Care Ltd. hereby agree that any, and all claims (contractual, statutory, common law and otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to warranty, or the alleged breach thereof, or to any contracts between the Owner and Build Care Ltd., or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Build Care Ltd. agreement, as designated by the Finland Chamber of Commerce. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the Finland Arbitration Institute in accordance with the Arbitration Rules of the Finnish Chamber of Commerce. Any such mediation and/or arbitration shall take place in Helsinki, Finland.
10. **This warranty is given in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. There are no warranties that extend beyond the description on the face hereof. the remedies stated herein are exclusive remedies and Build Care Ltd. shall not be responsible or liable for any indirect, consequential or incidental damages including molds, fungi, bacteria, spores, mycotoxins or the like or further loss of any kind whatsoever, including but not limited to, damage to the structure on which the components of the LAC system are situated, damage to the contents thereof, loss of use the structure or any component part thereof, or damage to any other property or persons.**