

# Platon<sup>®</sup>



## MANUFACTURER'S STANDARD FORM OF LIMITED WARRANTY

### **PLATON<sup>®</sup> Foundation Wrap Product 30-Year Limited Warranty**

Armtec ("Manufacturer"), subject to the conditions, limitations and exclusions herein, hereby warrants to the owner of the building at the time the Platon Foundation Wrap Product (the "Product") purchased from an authorized distributor or retailer was installed on the vertical foundation wall (the "Owner"), provided that the Product is used for its intended purpose and has been properly installed in accordance with Manufacturer's instructions, that for a period of 30 years from the date of installation of the Product there

will be no water leakage into the building structure through the areas of the vertical foundation wall on which the Product has been installed. If the Product is replaced hereunder by Manufacturer, this warranty will continue in effect on the replacement Product for the remainder of such 30 year period. This warranty applies only to Product installed on residential buildings containing a maximum of 12 units and having no more than two stories above a single basement foundation. ***This warranty IS NOT transferrable.***



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## LIMITATIONS OF WARRANTY:

**This warranty does not apply if water leakage was caused or contributed to by any of the following:**

- Installation of the Product other than in accordance with the Manufacturer's instructions and specifications or, prior to installation, storing, handling or transportation of the Product other than in accordance with Manufacturer's instructions and specifications;
- Damage to the structure or to the Product caused by backfilling, including stones, rocks, concrete or construction debris or material;
- Structural defects in the foundation, walls or footings of the building structure, failure of or defects in the foundation drainage system or any non-compliance with applicable building codes;
- Cracks in the wall that extend above the vertical area on which the Product was installed;
- Improper slope or grading or the existence of any material that prevents or hinders drainage away from the wall;
- Water backup caused by defective or improperly functioning downspouts or weeping/drain tiles;
- Depth of the water table above the footing of the foundation;
- Insufficient hydrostatic resistance at the base of foundation walls or the migration of water through joints between walls and floors or basement floors or drains;
- Any damage to the building structure or Product for any reason, including without limitation, damage occurring during initial or any subsequent construction, and damage caused by natural disasters such as lightning, floods, hurricanes, earthquakes, tornadoes, fire, or any other act of God;
- Construction methods or processes causing water entry between the Product and the walls.

## MANUFACTURER'S RESPONSIBILITY AND EXCLUSIONS:

If Product that has been properly installed does not perform in accordance with this warranty, as determined by Manufacturer following investigation, and if water leakage has resulted, Manufacturer may at its option replace or

repair that portion of the Product that is defective. Manufacturer's responsibility under this warranty will be limited to the cost of repairing or replacing defective Product, subject to the maximum liability of Manufacturer set out below.

Manufacturer in its sole discretion will determine whether to repair or replace the Product and the work to be performed in connection therewith. In performing such work, Manufacturer will not be responsible for the costs of: **1)** excavation or other work to expose the Product; **2)** removing and replacing shrubs, trees, grass and other landscaping; **3)** removing or replacing interior or exterior components of the building or wall, including drywall, furniture and fixtures, utilities, carpeting and flooring; **4)** removing or replacing other obstacles that affect access to the building or wall; and **5)** all loss or damage related to any of the foregoing. Product replacement will be in the form of equivalent product being manufactured by Manufacturer at the time of replacement.

Manufacturer will not be responsible for loss or damage relating to water damage, condensation, mold, fungi, mildew, air quality, damage to contents or structure or the costs or repair or replacement of the Product, personal injury, loss of reputation, economic loss, including lost profits or lost revenue, or for special, indirect, punitive or exemplary damages, other than as specifically provided herein.

In no event will Manufacturer's liability to any individual Owner during the term of this warranty exceed the maximum of: **1)** an amount equal to \$2.50 per square foot of Product repaired or replaced; or **2)** the amount of \$10,000.00; whichever is the lesser. For greater certainty, Manufacturer will not be liable to the Owner for any loss or damage that exceeds the maximum amount.

In the event that the building structure is covered under a new home warranty program or other insurance, then such coverage will be considered primary to Manufacturer's obligations under this warranty, which will be secondary.

Prior to repairing or replacing Product hereunder, Manufacturer is entitled to conduct an investigation of the source of the water leakage, and, if Manufacturer determines that this warranty does not apply in the

circumstances, Manufacturer reserves the right to recover from the Owner Manufacturer's costs and expenses in conducting such investigation.

## MANNER OF MAKING A CLAIM:

Claims are to be made in writing to Manufacturer at 33 Centennial Road, Orangeville, Ontario, L9W 1R1, Attention: Platon Customer Service, by prepaid regular mail, within fifteen (15) days of discovery of the water leakage. All claims must include the following information, provision of which is a condition precedent to recover under this warranty: name of Owner; address of building structure; date of discovery of water leakage; date of installation; proof of purchase; and name and address of contractor/installer. Manufacturer may require additional information in order to process the warranty claim.

## LIMITATION OF LIABILITY:

THE FOREGOING WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY OF THE OWNER FOR ANY DEFECTS OR DEFICIENCIES IN THE PRODUCT. EXCEPT FOR THIS WARRANTY, THERE ARE NO WARRANTIES, GUARANTEES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY MANUFACTURER TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED BY THE PURCHASER OR OWNER OR ANY OTHER PERSON IN CONNECTION WITH PURCHASE, INSTALLATION OR USE OF THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

*This warranty gives you specific legal rights. You may have other rights that vary depending upon the applicable jurisdiction.*



Armtec is a leading national manufacturer of a comprehensive range of infrastructure products and engineered construction solutions for customers in a diverse cross-section of industries. With operations coast to coast, we are a trusted partner for transportation, public works, forestry, oil and gas, and mining operations throughout the country and abroad. Since 1908 our commitment to quality, customer service and innovation has set the benchmark in the Canadian drainage and bridge landscape.

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