

**GACO WARRANTY
CONTRACT SUMMARY**

Gaco™

Warranty No:

Warranty Commencement Date:

Warranty Period:

Building Identification:

Building Address:

Building Owner:

Licensed Applicator:

Material Type:

Lic #:

Square Footage:

Sq. Ft.

SAMPLE

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Holcim Solutions and Products US, LLC ▪ Attn: Warranty Services
26 Century Boulevard ▪ Suite 205 ▪ Nashville, TN 37214
800-813-1346 ▪ gaco.com

5006.001.2023

GACO WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Gaco™

SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH HEREIN, HOLCIM SOLUTIONS AND PRODUCTS US, LLC, AN INDIANA LIMITED LIABILITY COMPANY ("HOLCIM"), PROVIDES THE BUILDING OWNER ("OWNER") NAMED HEREIN WITH THIS LIMITED WARRANTY FOR THE HOLCIM PROVIDED GACO SYSTEM(S) OR MATERIAL(S) SET FORTH HEREIN. THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH COMPRISE THE EXPRESS TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES. IN THE EVENT THAT INCONSISTENCIES EXIST BETWEEN THE GENERAL TERMS, CONDITIONS, AND LIMITATIONS LISTED BELOW AND THE TERMS, CONDITIONS, AND LIMITATIONS LISTED IN SUBSEQUENT PAGES, THE SUBSEQUENT PAGES WILL CONTROL.

Payment Required. Holcim will have no obligation under this Limited Warranty unless and until Holcim and Licensed Applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Material. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Gaco applicator and/or Holcim has been paid in full for such repairs.

Exclusions. Holcim will have no obligation under this Limited Warranty, or any other liability, now or in the future, for any damage to, deterioration of, or failure of the System or Material caused by: (1) failure of building components, including, but not limited to: substrates, structural elements, joists, ceilings, walls, foundation, mortar, HVAC units, skylights, plumbing, piping, windows, roof decks, and wood hangers; (2) condensation or infiltration of moisture in, from, through, or around walls, skylights, foundations, copings, rooftop hardware or equipment, lights, the building structure, or underlying or surrounding materials; (3) acid, oil, chemicals (including chlorides, chloramine, or other water purification chemicals), or the reactions between them; (4) fires, wind events (tornadoes, downbursts, and hurricanes), wind-blown debris, lightning, earthquakes, floods, volcanic activity, atomic radiation, insects, animals, or other act(s) of God; (5) act(s), conduct or omission(s) by any person, or act(s) of war, terrorism, or vandalism, which damage the System or Material, or which impair the System's or Material's ability to perform properly; (6) failure to accurately calculate wind uplift and/or applicable design loads; (7) failure to specify a vapor retarder or an air barrier; (8) deterioration of metal materials and accessories caused by condensation, marine salt water, atmosphere, or by the regular spray of either salt or fresh water; (9) failure of any materials not manufactured or supplied by Holcim that are not specifically accepted in writing by Holcim including, but not limited to: metal coping, insulation, drains, flashings, skylights, or hatches; (10) change in building use or purpose; (11) failure by the licensed Gaco applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Material. It shall be the licensed Gaco applicator's sole and exclusive responsibility to strictly follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Material; or, (12) failure to correct all installation deficiencies listed in any Holcim inspection report.

Product Selection. Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of system, installation, or material is appropriate for a building and makes no warranty express or implied as to the suitability of its products for any particular structure. Such a determination is the responsibility of the architect, engineer, or design professional.

Access. During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair of the System or Material with reasonable advance notice. In the event that access is limited due to security, tenant concerns, or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to said restrictions.

Overburden. Owner shall be responsible for the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata, or overlays, either permanent or temporary, that impede access, clear observation, investigation, and repair of the System or Material. Such Overburden includes but is not limited to structures or assemblies added after installation, fixtures, or utilities on or through the System or Material, support platforms or bases for photovoltaic (PV) arrays (aka – solar panels), garden roofs, decks, patios, protective coverings, stored liquids, water features, or any other obstacles, excluding ballast or pavers accepted by Holcim or Overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the Warranty Period set forth herein and shall not be extended under any circumstances without Holcim's written approval.

Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

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GACOFLEX™ WATERPROOFING LIMITED WARRANTY

Gaco™

Warranty No:

Warranty Commencement Date:

Warranty Period:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Material Type:

Lic #:

Square Footage:

Sq. Ft.

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak through the Gaco branded coating, Gaco branded primers and base coats, and other Gaco branded accessories provided for the project named above when installed by a licensed Gaco applicator and following the installation instructions and technical specifications published by Holcim (collectively the "GacoFlex Coating" or "Coating") caused by: (1) deterioration due to normal exposure to weather, (2) manufacturing defects, or (3) workmanship in the application of the Coating.

TERMS, CONDITIONS, AND LIMITATIONS

Notice. In the event that a leak occurs in the Coating, Owner must give notice to Holcim Warranty Services ("Warranty Services") in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Holcim, Owner authorizes Holcim or its designee to investigate the cause of the leak at its option. Holcim will have no obligation to repair any leak under this Limited Warranty if Owner fails to give proper notice to Warranty Services as set forth herein. Notifying Installing Contractor, a local contractor, or Holcim's authorized sales representative is not notice to Warranty Services as required by this section.

Investigation. Should the investigation reveal that the leak is not through the Coating or is otherwise excluded by the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs and shall repair the unwarranted leak at Owner's expense within a reasonable time but no more than sixty (60) days from the date of the investigation. Failure by Owner to pay for these costs or to have unwarranted leaks repaired by a licensed Gaco applicator shall render this Limited Warranty null and void.

No Dollar Limit (NDL) On Leak Repairs. Owner's sole and exclusive remedy and Holcim's total liability shall be limited to the repair of warranted leaks. There is no dollar limit placed on the cost to repair a warranted leak.

Leaks Not Covered & External Damage. Holcim will have no obligation to repair: (1) any leak not through the GacoFlex Coating; (2) any leak or damage caused by an installation, modification, or repair of the Coating not in accordance with Holcim's technical specifications or not made by a licensed Gaco applicator; (3) any leak or damage caused by or traced to movement, deterioration, or failure of the substrate, including, but not limited to: existing coating(s) or remedial repairs to prepare the substrate to receive the Coating; or, (4) any leak or damage caused by the breach, rupture, or failure of the structure on which the Coating is applied.

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**GACOFLEX™ WATERPROOFING
LIMITED WARRANTY**

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Warranty No:

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Building Identification:

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Building Owner:

Installing Contractor:

Material Type:

Lic #:

Square Footage:

Sq. Ft.

Discoloration. Holcim shall not be liable for fading, dirt accumulation, or discoloration of the Coating, or for aesthetic imperfections due to installation that do not impair the Coating's ability to resist leaks.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current fee set by Holcim. Owner must notify Holcim in writing within sixty (60) days after the transfer of building ownership. Failure by Owner to pay the transfer fee or to properly notify Holcim shall render this Limited Warranty null and void.

Alteration. Owner shall notify Holcim in writing upon making any alterations to the Coating, or installing any structures, fixtures, or utilities on or through the Coating after installation. Failure to obtain Holcim's approval for an alteration to the Coating, or failure to provide required documentation, shall render this Limited Warranty null and void.

HOLCIM SOLUTIONS AND PRODUCTS US, LLC

By:

**Authorized
Signature:**

SAMPLE

Title:

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