THE BARRETT COMPANY

Black Pearl®

NO DOLLAR LIMIT WATERPROOFING LIMITED WARRANTY

WARRANTY: THE BARRETT COMPANY, LLC. (Barrett), an Ohio Limited Liability Corporation, does hereby warrant to the building owner (Owner) that subject to the terms, conditions and limitations stated herein, its Barrett **Black Pearl** Membrane Components (the Product), which has been installed by a Barrett authorized applicator, will remain in a watertight condition for a period of Twenty (20) years from the date of completion indicated hereinafter.

In the event of failure of the Product to function as warranted, whether caused by the Approved Applicator's workmanship or defective product, Barrett will make or cause to be made such repairs and maintenance necessary to enable the Product to perform as herein warranted, except for the removal and replacement of any materials covering the herein membrane. Barrett's repair obligations over the life of this warranty are limited to the Owner's original cost of the product.

CONDITIONS OF THE WARRANTY: Barrett's obligations to repair and maintain the Product under this warranty shall not be in force or effect unless a) Barrett is notified promptly and confirmation, in writing, is sent by registered or certified mail, of any failure of the Product covered by this warranty within thirty (30) days following notice of such failure, actual or constructive, b) the Product is installed in accordance with Barrett's written specifications by a Barrett authorized applicator, c) the Applicator and material suppliers have been paid in full for all bills for installation, product and services; d) no alteration or repairs are made without prior written approval of Barrett and acceptance of the work; and e) if a warranty claim is filed and investigation determines the claim is not valid or covered under this warranty, all costs of investigation shall be the responsibility of the Owner.

LIABILITIES EXCLUDED FROM COVERAGE OF WARRANTY:

A. Barrett assumes no liability for damage to 1) the deck or other base over which the Product is installed, 2) the building structure or the interior contents, 3) any other property or person 4) nor any incidental or consequential damages including but not limited to mold, bacterial and all other toxicity or pollution claims, 5) structural calculations or dew point calculations.

B. Barrett assumes no liability for any failure of the Product resulting from 1) natural disasters and acts of God, including, without limitation, floods, lightning, hurricanes, winds in excess of 70 mph, earthquakes, earth tremors, tornados, gales, hail and fire of any origin or causes, 2)structural defects of the building on which the Product is installed, 3) improper application or failure of any component underlying the Product or associated metal work, 4) changes in the original principal usage to which the building is put, unless approved in advance, in writing by Barrett, 5) the erection or construction of any additional installation in or through the Product prior to or after the completion date, unless done in the manner prescribed and accepted by Barrett, 6) failure of Owner or lessee to use reasonable care in maintaining the Product, including acts of negligence, vandalism, abuse or misuse; and 7) chemical attack from industrial or environmental contaminants which have not been first approved and accepted, in writing, from Barrett, 8) base flashings of less than eight inches in height or in excess of 18 inches in height, 9) water entry from pitch pans, adjoining materials or surfaces which are not waterproofed with Barrett products, 10) any damage or loss due to animal, microbial, mold, algae, mildew, spores, mycotoxins, virus or other invasive forces, 11) deterioration of flashings or membrane where water has been allowed to enter behind flashing from sources other than thru the Product or base flashing; and 12) the Design of the end use.

C. SPECIAL CONDITIONS:

ACCESS: During the term of this warranty, Barrett, its agents or employees shall have free access to the installation area during regular business hours.

WAIVER: Barrett's failure at any time to enforce any of the terms or conditions, stated herein, shall not be construed to be a waiver of such provisions. Barrett shall have the sole and exclusive right of good faith determination of warranty applicability.

ASSIGNABILITY: This warranty shall accrue only to the Owner named herein.

CONVERSION: Should the Owner fail to properly execute and return a signed copy of this document within ninety (90) days of issuance date this warranty offer shall expire and will be superseded with Barrett's Standard FIVE (5) year "Materials Only" warranty which also includes the warranty provision;

NO OTHER WARRANTY: BARRETT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY EXCEPT AS PROVIDED HEREIN. BARRETT WILL NOT BE LIABLE OR OBLIGATED FOR ANY LOSS OR DAMAGE, CONSEQUENTIAL OR INCIDENTAL, OR OTHER DAMAGE ARISING DIRECTLY OR INDIRECTLY IN RESPECT TO BARRETT MATERIALS OR THE USE OR FAILURE THEREOF, WHERE BASED ON BREACH OF WARRANTY OR CONTRACT, OR NEGLIGENCE. BOTH PARTIES CONSENT TO THE CONTRACT LANGUAGE HEREIN AND NEITHER PARTY SHALL BE PREJUDICED BY ANY LANGUAGE AMBIGUITY DUE TO AUTHORSHIP. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER.

NO REPRESENTATIVE OF BARRETT HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN.

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Name of Building:	
Address of Building:	
Owner's Name:	
Owner's Address:	
Name of Approved Applicator:	
Address of Approved Applicator:	

DESCRIPTION OF DECK WARRANTED

Date Work Began:	
Date Work Completed:	
Warranty Expiration Date:	
Type of Deck:	
Slope of Deck:	
Area of Deck Under Warranty:	
Insulation Manufacturer, Type:	
Thickness and psi of Insulation:	
Type of Covering:	
Weight per Square Foot:	
Use of Deck:	
Building Use Below Deck:	

IN WITNESS WHEREOF, THE BARRETT COMPANY, INC. HAS CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVE THIS _____ DAY OF_____ , 20__.

BUILDING OWNER ACKNOWLEDGEMENT
AND ACCEPTANCE

By: _____

Printed Name: _____
Title: _____

Date: _____, 20___

THE BARRETT COMPANY, INC.
2926 CHESTER AVENUE
CLEVELAND, OH 44114

By:_____
Michael Eglin
Division Manager