THE BARRETT COMPANY

HyppoCoat 100

TRAFFICABLE WATERPROOFING MATERIAL WARRANTY

WARRANTY: THE BARRETT COMPANY, LLC. (Barrett), does hereby warrant to the building owner (Owner) that subject to the terms, conditions and limitations stated herein, its Barrett **HyppoCoat 100** Trafficable Membrane Components (the Product), which has been installed by a Barrett authorized applicator, will remain in a watertight condition for a period of Ten (10) years from the date of completion indicated hereinafter.

In the event of failure of the Product to function as warranted, 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.

This limited warranty is solely intended to cover any leaks in the HyppoCoat Trafficable Waterproofing System resulting from normal use. It does not include leaks or damage caused by misuse, unusual natural occurrences or acts of God (e.g., earthquake, flood, hail, lightning, ice, sink holes, mud slides, volcanic events, tornado, or other natural disasters), vandalism, civil disobedience, or any condition caused by damage to the substrate to which the Barrett materials has been applied, or by any deliberate act or negligence.

This limited warranty does not include any adulteration, alteration of coating, expiration, improper storage, handling, application, or installation. In addition, no warranty or guarantee is being issued with respect to appearance, algae growth, mildew, chalking, shrinkage, peeling, exposure to harmful chemicals or vapors, biological agents, fatty acids or acid rain, fading, staining, disfiguration, discoloration of the surface coating, or water penetration caused by any type of building failure, expansion, contraction, settlement, warping, deflection, structural defects, movement, poor construction practices, faulty construction materials or design, substrate cracks in excess of 1/16", abnormal stresses, exposure, expansion joints, areas requiring caulking, failure of caulking, fire, any damage to the building during or after construction, water penetration originating from adjacent area, leakage due to root penetration, any water penetration due to mechanical damage and abuse or wear beyond that envisioned by Barrett. This warranty also excludes any damage or failure caused by penetration, projectiles, falling objects, foreign objects or agents, any third parties (including plant, insect or animal life), vapor drive, infiltration or condensation of moisture in, through or around walls, copings, wall structure, underlying substrate or contiguous building materials, or any failure of the substrate over which any coating is applied, misuse of structure, inadequate drainage, or any other failure of the structure.

Further, this limited warranty will not cover any leak or damage to the surface resulting from debris, contaminants, or spills that may have occurred subsequent to the installation of the HyppoCoat Trafficable Waterproofing System. This limited warranty will not cover damage due to repair or subsequent work on or through the surface to which the HyppoCoat Trafficable Waterproofing System was applied without Barrett's prior written approval of the repair or subsequent work methods and materials to be used.

Barrett reserves the right to conduct performance tests on building material samples and to conduct field tests on actual surfaces being coated with Barrett materials. In the event of a claim against this limited warranty, the owner agrees to provide Barrett, its agents, or employees with access to the affected areas of the system during normal business hours for purposes of testing and evaluating the performance of the Barrett materials and the system application. The performance of repairs under this limited warranty will not extend the running of thewarranty period.

This limited warranty is solely for the benefit of the original purchaser* of this project at the time the Barrett material is applied, and it does not extend to any successors or assignees of said owner. (*The term 'original purchaser' as used in this warranty means that person, corporation, or entity who owned the property when the products covered by this warranty were sold.)

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 where water has been allowed to enter behind flashing from sources other than thru the Product or base flashing; and 12) any damage or loss caused by snow plows or like mechanisms 13) any peel-off at improperly terminated areas, determination of the existing deck (i.e. spalling concrete, new or existing cracks), and/or delamination of the existing coating, 14) any rust stains from existing steel; and 15) 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;

INSPECTION: Coating shall be inspected every FIVE (5) years; Failure to do so may result in forfeiture of warranty.

RECOAT: Application will require recoat after TEN (10) year period, as per application requirements (min. 20 mils of HyppoCoat 100)

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.

— Everything below this point is to be left blank —

To Maintain a Limited Barrett Coating Material & Labor Warranty the following is required.

GENERAL

In order to maintain the limited material warranty for Barrett's HyppoCoat Trafficable Waterproofing System, the following maintenance must be performed at regular intervals to ensure that the material will provide continued service.

Care and maintenance procedures should include:

1. Physical inspection.
2. Cleaning.
3. Snow and ice removal from system (where applicable).
4. Repair of damaged surfaces.
5. Periodic replacement of topcoat.

INSPECTIONS

Inspections provide a basis for proper maintenance to ensure the life expectancy of the Barrett materials.

Monthly - Documented1 physical inspections to determine:

1. If there are any areas of excessive wear or physical damage to the coating system.

Semi-annually - Documented2 physical inspections must include (but are not limited to):

1. Inspect all joints for proper sealant (caulking) adhesion or other type of failure or physical damage to caulking.
2. Inspect underside of the deck for evidence of leaks where possible.
3. Inspect for evidence of structural and/or stress cracking in the substrate, which could cause the coating system to crack.
4. Inspect drains and scuppers to ensure there is nothing clogging or blocking them.
5. Inspect base of parking bumpers for any damage to coating system in these areas.
6. Inspect areas of high abrasion or wear for loss of aggregate from the coating.

[1] **Maintain written inspection log indicating dates and time of inspections and identity of employees performing the inspection.**

[2] **Photograph or videotape deck coating system and provide copy to Barrett within twenty (20) days of inspection.**

CLEANING

The frequency of cleaning the deck will vary based on its location and use.

Weekly - Vacuum or sweep deck to remove all loose debris and dirt.

Monthly - Remove oil, grease drippings, dirt, debris, black tire marks, etc. from the deck.

1. Coating may be cleaned with low suds, biodegradable detergent (rinse thoroughly so deck will not be slippery when wet.)
2. Tough stains may require power scrubbing or high-pressure water blasting (not greater than 1,000 psi at nozzle.)
3. Avoid the use of strong solvents, especially any hydrocarbon type solvents.

SNOW & ICE REMOVAL

It is recognized that snow and ice can load a deck beyond its design capacity resulting in structural cracks and serious damage to the coating system. Therefore, immediate removal of snow and ice is required.

The use of metal blades should be avoided at all times to prevent physical damage to the material.

Snow blowers and snow brooms are recommended, as opposed to heavy snow removal equipment.

Ice should be removed with chemical deicing materials.

POTTED PLANTS AND PLANTERS

Potted plants and planters on or adjacent to the deck may cause staining and discoloration to the material.

DECK COATING REPAIRS

Minor repairs may be made by the owner; To protect the Barrett material warranty, however, it is recommended that all repairs should be performed by the original applicator.

REPLACEMENT OF TOPCOAT

To maintain the performance of the HyppoCoat Trafficable Waterproofing System, it is recommended that the Topcoat be replaced periodically, depending on actual wear and tear (actual time required for recoating will depend on use) by the original applicator.

HyppoCoat 100

TRAFFICABLE WATERPROOFING MATERIAL WARRANTY

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

DESCRIPTION OF ROOF WARRANTED

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

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