



WATERPROOFING & LEAK REPAIR PRODUCTS

## **EternaBond EternaCaulk™/EternaPocket™ Sealant**

### **15 YEAR LIMITED WARRANTY**

ETERNABOND, INC. ("ETERNABOND") warrants to the original owner ("Owner") of the building or premises on which EternaCaulk™ or EternaPocket™ sealant (each, the "Product") is applied that at the time of purchase the Product is free of defects in material and manufacturing workmanship that would adversely affect the performance of the Product. THIS LIMITED WARRANTY IS EXTENDED TO THE OWNER AND IS NOT TRANSFERABLE, and commences at the completion of the proper application of the Product and continues only for a period of fifteen (15) years after such date. If the Owner makes a claim covered by this warranty, ETERNABOND will provide at its option (i) replacement Product or (ii) a full refund of the purchase price, for the portion of the original Product that does not comply with the above warranty. Any replacement will be without charge to the Owner (except for cost of shipping).

WHAT IS NOT COVERED. ETERNABOND shall not be liable for, and this Limited Warranty will not apply to, any damages to the Product or any other property from any cause other than the Product's noncompliance with the warranty set forth in the first paragraph of this Limited Warranty. The causes not covered by this Limited Warranty include, without limitation, damage caused by: (a) abuse, neglect, misuse, or improper handling of the Product, such as damage caused in transport, storage, application, or from conditions on the surface to which the Product is applied, (b) any shrinkage, settlement, distortion or lateral movement of the underlying roof membrane, (c) any application of the Product that does not strictly conform with ETERNABOND'S Instructions for Application, (d) third parties or foreign objects or agents, including plant or animal life, or exposure of the Product to solvents or other chemicals, (e) fire, casualty, excessive wind or heat, or Acts of God, such as hailstorms, hurricanes, tornadoes or other windstorms, (f) repairs or alterations to, encroachment upon, or erection of any structure or any penetrations on the roof of Owner's building or premises, or (g) areas of pooling or ponding water present forty-eight (48) hours after a rainfall or other precipitation (per National Roofing Contractors Association Guidelines) and areas where water is allowed to drain onto the roof from air conditioning units or other rooftop equipment regardless of surface appearance at preliminary inspection or the final inspector's acceptance. Further, this Limited Warranty does not cover and ETERNABOND shall have no liability for distortion or variation in the color, surface, or other cosmetic appearance of the Product that does not affect its performance as a caulk or sealant. THE OWNER HAS THE SOLE AND EXCLUSIVE RESPONSIBILITY TO INVESTIGATE AND REMEDIATE PROMPTLY ANY LEAKS OR POOLING OF WATER IN THE OWNER'S BUILDING OR PREMISES AND THEREBY AVOID MOLD OR OTHER PROBLEMS RESULTING FROM SUCH CONDITION.

THE USEFUL LIFE AND PERFORMANCE OF THE PRODUCT MAY BE AFFECTED BY MANY FACTORS OVER WHICH ETERNABOND HAS NO CONTROL, INCLUDING WITHOUT LIMITATION, THE WEATHER CONDITIONS TO WHICH IT IS EXPOSED, CONDITIONS DURING SHIPMENT AND STORAGE, THE QUALITY OF ITS APPLICATION, AND OTHERS. THIS LIMITED WARRANTY DESCRIBES OWNER'S REMEDY FOR DEFECTIVE PRODUCT. NO LIMITED WARRANTY ASSURES THAT ALL COVERED PRODUCTS WILL LAST THE ENTIRE LENGTH OF THE LIMITED WARRANTY PERIOD.

LIMITATIONS OF REMEDIES AND LIABILITY. THE FIRST PARAGRAPH OF THIS LIMITED WARRANTY DESCRIBES THE SOLE AND EXCLUSIVE REMEDY PROVIDED BY ETERNABOND IN THE EVENT PRODUCT PURCHASED BY OWNER IS FOUND TO BE DEFECTIVE, AND IS IN PLACE OF ALL OTHERS, SUPERSEDING ANY PRIOR, CONTRARY OR OTHER REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ETERNABOND WILL NOT HAVE OTHER OR GREATER LIABILITY FOR DEFECTS IN THE PRODUCT. ETERNABOND, INC. HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IF NOTWITHSTANDING THE PREVIOUS SENTENCE, ANY SUCH WARRANTIES EXIST BY VIRTUE OF APPLICABLE LAW, SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO FIFTEEN (15) YEARS AFTER THE DATE OF PURCHASE.

EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. IN NO EVENT WILL ETERNABOND BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, OR FROM DEFECTS OR NONCONFORMITY TO SPECIFICATIONS OF PRODUCT, OR FROM ETERNABOND'S OWN NEGLIGENCE OR OTHER TORT. This exclusion applies regardless whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory, and by purchasing the Product, Owner waives and releases all such remedies, claims, and rights of action.

SOME STATES MAY NOT ALLOW CERTAIN LIMITATIONS ON IMPLIED WARRANTIES, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEORIES OF LIABILITY, OR CAUSES OF ACTION, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND OWNER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS INVALID, VOID OR UNENFORCEABLE IN ANY INSTANCE OR RESPECT, THE UNENFORCEABLE PROVISION WILL BE SEVERED AND REFORMED TO EFFECT THE INTENT OF THIS LIMITED WARRANTY TO THE MAXIMUM EXTENT POSSIBLE, AND THE REMAINING PROVISIONS OF THIS LIMITED WARRANTY SHALL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT WITHOUT BEING IMPAIRED OR INVALIDATED AND SHALL BE ENFORCED TO THE FULL EXTENT PERMITTED BY LAW.

HOW TO MAKE A CLAIM. If you discover a defect in the Product during the Limited Warranty period, and wish to make a claim, you must send written notice of your claim within thirty (30) days of your discovery of the defect to:

ETERNABOND, INC.  
75 E. Division, Mundelein, IL 60060  
Tel. 888-336-2663

Include with your claim your return address, a picture of the application where you claim the Product is defective along with a sample of the Product that is representative of the claimed defect, and a copy of the original invoice or other proof of the date of purchase, plus a description of the claimed defect. Within a reasonable period of time after receipt of the claim and required submissions, ETERNABOND will make a determination of the validity of the claim, and if the claim is valid, will provide a remedy as described in the first paragraph of this Limited Warranty.

THIS LIMITED WARRANTY IS A TERM AND CONDITION OF EACH SALE OF A PRODUCT AND IS BINDING UPON EACH OWNER AND ITS OR HIS ASSIGNS. This Limited Warranty contains the final, complete and exclusive expression of the parties' agreement regarding its subject matter.

EFFECTIVE DATE: This Limited Warranty is effective for all Products sold after June 1, 2010.

WARRANTY REGISTRATION: This Limited Warranty requires you to return the Warranty Registration below, and to pay all invoices for Products have been paid in full.

Contracting Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Products Installed: \_\_\_\_\_  
Square footage of roof: \_\_\_\_\_  
Number of tubes used: \_\_\_\_\_ Color: \_\_\_\_\_  
Date of Installation: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Accepted by: \_\_\_\_\_  
\_\_\_\_\_ EternaBond, Inc.  
By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title) (Print Name and Title)