



Dear Homeowner:

GMX would like to congratulate you on the purchase of your new home! We would also like to inform you that your home is protected by the GMX Waterproofing System, which includes a **30 Year** transferable Warranty.

Waterproofing is our business and in an effort to MEET and EXCEED your expectations, we would like to assure you that GMX Waterproofing Systems are the best line of defense against below grade moisture intrusion, and the best insurance for a dry comfortable living space. This letter serves to "highlight" the contents of this warranty packet.

Your GMX Warranty Information is as follows:

Warranty Number: Builder: Lot Description: Property Address:

Warranty Number

Your warranty number is located at the top of your Warranty Certificate. In the event you need to inquire about your warranty, this number is crucial in helping us to serve your needs.

Warranty Certificate

The Warranty Certificate itself contains the details of our agreement with you. If at any time, you have any concerns about the performance of the GMX Waterproofing System on your basement or crawlspace, please give us a call at 866-228-7743.

Transfer of Warranty

If you decide to sell your home, having a GMX Waterproofing System Warranty can give prospective buyers peace of mind and therefore make your home more attractive. For a fee, the remaining term of this warranty is transferable to a new homeowner. The Warranty Transfer form is located on our warranty website. www.gmxco.com Click on "Warranties" tab in the main menu, then click on "Warranty Transfer". Print and complete the form as directed.

We sincerely hope you enjoy your dry comfortable home. If you have any questions, please give us a call 866-228-7743.

Warranty Certificate



Warranty Number:

Warranty Duration:

Warranty Start Date:

Warranty End Date:

Terms & Conditions

This warranty is from: GMX, Inc., 3800 East 91st Street, Cleveland, OH 44105.

This Warranty is to:

To you if you are a consumer purchaser ("Buyer") of a new single-family detached residence, or a multi-family residence with single ownership, which has had waterproofing applied to the buildings foundation walls by a GMX, Inc. Applicator.

Subsequent buyers should see the section on "Transferability" below. The foundation walls must be vertical no more than a single story, and made of poured concrete, parged or un-parged concrete block.

Terminology:

Throughout this document the couple "waterproofing system" will appear. Specifically, this only refers to those products that are applied to the structures foundation walls. This could be any of the following or all of the following but nothing outside of the following, pending on the particular project (at builder's discretion): Seamless membrane emulsion, Drainage Mat, Geo-membrane sheeting, or Drainage. Any waterproofing product used outside of those listed in the foregoing sentence is excluded from any type of warranty coverage.

What is Covered:

This warranty does not guaranty or provide assurance the irritants, such as mold, mildew, fungi or any air quality problems will be prevented, reduced, or eliminated.

This Warranty does not guaranty or provide assurance of a dry basement. Under normal use and service, your foundation walls should be free of water leakage or seepage through any of the areas that are treated with the waterproofing system applied by the Applicator, outside of the exclusions, limitations, and exceptions set forth below.

What Will We Do if the Product Fails:

If the waterproofing applied by the Applicator fails, we will either repair or have repaired the area in question or provide replacement of the particular malfunctioning system or its components by which the problem seems to be developing. We will exercise our judgment and shall have the sole option to select the best method by which to remedy the leakage. We will undertake the cost of providing any replacement of the system or components in question that are necessary, and pay for the labor costs required to reapply or patch the problematic devices within a reasonable time. Our total responsibility during the life of this warranty will be the lower of either a price per square foot calculation that shall not exceed an amount equal to \$3.00 per square foot of foundation wall treated with the system and requiring repair, or an overall project total of \$10,000.

Costs that You Will be Responsible For:

To the extent the following applies to your situation, you will be responsible for certain costs associated with repair or replacement of the applied system. Costs that we do not accept are:

1. Removing or replacing trees, grass, or other landscaping.
2. Removing or replacing interior or exterior components or the building or wall, which are obstacles to repair (e.g.: steps, garage, or garage floors, patio or patio floors, porch or porch floors, decks)
3. Removing or replacing interior furnishings or fixtures, (e.g.: carpeting, furniture)
4. Removing or replacing other obstacles that affect repair of damage thereto.

Exclusions:

Guarantor does not guarantee or provide assurance that irritants, such as mold, mildew, fungi or any air quality problems will be prevented, reduced or eliminated.

This warranty excludes any liability or claimed damages related to mold, mildew, fungi or any air quality problems. In addition, this warranty excludes any consequential or incidental damages including but without limitation those attributable to breach of any warranty made with regard to the applied system. As an example, this means we will not take responsibility for any damages, claims, suites, losses or fungi, air quality, damage to the structure or its contents, or for costs of repair or replacing the applied system other than that specifically provided under this warranty.

This Warranty provides you specific legal rights, and you may also have other rights, which vary from state to state. Some states prohibit the exclusion or limitation of incidental or consequential damages; hence, the exclusion of consequential or incidental damages may not be applicable in your situation.

Limits and Exceptions:

- A. This warranty does not apply and Guarantor has no responsibility for mold, mildew, fungi, or air quality
- B. This Warranty does not apply and Guarantor has no responsibility for leakage resulting from:
 1. Cracks or defects greater than 1/16", including structural defects in the walls, footing or

foundation regardless of cause.

2. Damage to the installed applied system or to walls to which it is applied, including damage or change that occurs due to structure renovation or additions.
3. Improper drainage above, around or under the building or the foundation walls resulting from failure to meet or exceed good construction practices existing at the application or the waterproofing system or any of the following enumerated failures to meet or exceed local construction codes:
 - i. Defective or inadequately functioning interior, exterior, or an interior/exterior foundation draining system.
 - ii. Grading which does not slope away from the structure sufficiently to drain water away from the structure or which results in a grade line above the applied system that allows water to penetrate above the applied system.
 - iii. Insufficient hydrostatic resistance at the exterior base of the foundations walls and across any floor within the foundation wall that allows water migration through the joints where the floor meets the walls or into the structure through basement floors or drains.
 - iv. Defective or inadequately functioning walls or interior finish.
4. Condensation on the foundation walls or interior finish.
5. Openings for pipes, cables, ducts and other intrusions into or alterations of the waterproofed walls made after application of the waterproofing system.
6. Application of the waterproofing system by a contractor other than a certified GMX, Inc. Applicator.
7. The use of expansion or contraction devices in the design of the walls structure.
8. Any construction technique used by a builder or subcontractor that allows water to enter above, below, or behind the waterproofing system.
9. Failure to have a foundation drainage system installed at the base of the foundation-according to the Guarantor's application standards manual.
10. Guarantor does not warranty any waterproofing system used by its applicator for the wall to floor joint for any; monolithic slab or wall construction where the bottom of the foundation wall is positioned on the same plane as the top of the floor slab, or pre-cast panel walls regardless of the system used.
11. Guarantor does not warranty any waterproofing system used by its applicators for Insulated Concrete Forms (ICF) walls that fails to use a pre-formed Styrofoam block for the brick ledge. Said block must be designed by the manufacturer of the ICF to function as a brick ledge.
12. Guarantor does not warranty any system that fails due to application error. Any failure that is a result of the applicator not complying with the application manual provided by Guarantor is deemed to be the applicators responsibility and voids Guarantor from all legal obligations.
13. If GMX, Inc. has not been paid for the products used in the waterproofing application by the applicator, the warranty is null and void.

No waiver by Guarantor of any limitation, term or condition of the warranty shall operate as a waiver or any other limitation, term or condition applicable to the claim, or to any future claim, whether or like or different nature. No delay or failure on Guarantor's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on Guarantor's part of such right or claim.

Disputes:

Buyer and Guarantor specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the State of North Carolina (as exclusive venue) administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Transferability:

This Warranty may be transferred to subsequent Buyers upon meeting specific Guarantor preconditions, which are found on the warranty transfer form located on our website. The warranty duration specified above does NOT reset with the transfer of this warranty to another owner. The owner who desires to transfer the warranty to another purchaser must complete the warranty transfer form online and mail the completed warranty transfer form to GMX, Inc., at PO Box 1557, Indian Trail, NC 28079 at least 60 days within the closing date. To be included with the warranty transfer form is a fee of \$350 in the form of a check or money order. If for any reason the transfer application is denied, the \$350 fee will be refunded immediately.

Claims procedure:

If Leakage occurs which you believe is through the applied system, please notify GMX, Inc. at PO Box 1557, Indian Trail, NC 28079, phone 866-228-7743. Notification must be within 30 days of the discovery of the leakage. Upon receipt of such notification, Guarantor will make a prompt investigation of the claim and perform its obligations as required herein.

Severability:

If any part of this Warranty shall be determined to be invalid then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.