

Neuchâtel Product Warranty

Warranty Number:	[Please complete]
Date Issued:	[Please complete]
Issued to:	[Please complete]
Project Name:	[Please complete]
Project Address:	[Please complete]
Product / System Used:	[Please complete]
Completion Date:	[Please complete]
Applicator:	[Please complete]
Specification Ref No.:	[Please complete]
Total Area Covered:	[Please complete]

1. For a period of twenty (20) years from the date of application, Neuchâtel Waterproofing Limited ("Neuchâtel") hereby guarantees that the Neuchâtel Products ("the Product") supplied for use on the aforementioned project will comply with the technical information detailed on the attached Neuchâtel Product Data Sheets (Data Sheets) and any other written instructions, as referenced in Appendix 1 at the end of this warranty.
2. This warranty is given under the condition that the product is used within its specified shelf life and is stored, transported, used, installed, applied, and maintained strictly in accordance with the instructions found in the data sheets and any other written instructions that Neuchâtel may provide. This Warranty shall be void if such instructions are not followed.
3. If it is demonstrated to Neuchâtel's entire satisfaction that the Product does not match the technical specifications listed in the Data Sheets, Neuchâtel will, upon written request to Neuchâtel's Head Office, in Neuchâtel's sole and absolute discretion, either:
 - (a) Replace the initial supply of the Product with such quantities of the latter at no cost if it turns out not to comply; or
 - (b) Pay a sum equivalent to the product's replacement value, multiplied by the remaining warranty time divided by the warranty length, if it is determined that the product does not comply with this requirement. This adjustment will be computed on the payment date. If there isn't a clear mistake, any quantity determined by Neuchâtel will be considered accurate.
4. Neuchâtel disclaims all liability for any further claims for loss, damage, costs, or expenses of any type resulting from or related to Neuchâtel's negligence, any breach of the Warranty, or any other circumstance relating to the use of the Product, whether direct or indirect.
5. Under this warranty, Neuchâtel will only be responsible if written notice is received within seven (7) days (time of the essence) of any failure or defect in the product being obvious or known. The claimant is responsible for making sure Neuchâtel has a chance to examine the impacted region as soon as is reasonably possible following the notification.

6. With the exception of this Warranty, Neuchâtel makes no representations about the Product and offers no guarantees, conditions, or warranties of any kind (including implied warranties, conditions, or assurances that can be lawfully excluded), and it disclaims all liability for any guarantees, conditions, warranties, representations, statements, or terms that are not specifically stated in this Warranty. The Consumer Guarantees Act 1993 clearly excludes the requirements in cases where the Product is being purchased for business purposes. This Warranty becomes effective solely upon Neuchâtel receiving full and punctual payment for the Product in per Neuchâtel's sales terms and conditions.
7. Only after Neuchâtel has received payment for the Product in full and on schedule, in compliance with Neuchâtel's terms and conditions of sale, will this Warranty become operative.
8. This warranty solely covers the quality of the product and expressly disclaims any flaws or failures that can be linked to the building's design or construction, including product application, substrate or surface preparation or installation by the Claimant or any other party.
9. The movement (opening, closing, or differential) in any horizontal or vertical joint or crack that exceeds the Product's capabilities as specified in the Data Sheets and other written instructions provided by Neuchâtel is not covered by this warranty, nor are any visual impacts of such movement.
10. Any damage resulting from normal wear and tear, including fading, is not covered by this warranty.
11. Any corrective action conducted in connection with the Product without Neuchâtel's prior written consent shall render this Warranty void.
12. For the remainder of the original Warranty period, this Warranty will cover any replacement quantities of the Product provided.
13. The claimant will be responsible for covering all costs related to the examination of any purported failure or degradation in the product if it turns out that Neuchâtel was not at fault.

Best regards,

[Signature]

Scott Burke
Director, Neuchâtel Waterproofing Ltd

APPENDIX 1. Product Data Sheets and additional written instructions pertaining to the items under warranty: [Please complete] Version No. [Please complete]