



**DEC-K-ING**  
**MEMBRANE LIMITED WARRANTY**

DEC-K-ING warrants, to the Owner, that its membranes "Deckseal" or "Roofseal" will be free of leaks against manufacturing defects. The Warranty covers Deckseal for five (5) years, and Roofseal for ten (10) years. Deckseal is approved for use on decks, patios, and balconies (not for decks over living space). Roofseal is approved for decks of all types including garage decks and roofdecks (decks over living space). The membrane shall have been installed using DEC-K-ING products and/or other material approved in writing by DEC-K-ING. Warranty shall apply only to the membrane, other components supplied by DEC-K-ING and shall exclude the installation. The watertight integrity of walls, parapet walls and other adjacent structures is not covered.

CONDITIONS AND LIMITATIONS OF THE WARRANTY

This limited warranty is subject to the following Terms, Conditions and Limitations: The membranes Deckseal and Roofseal are covered for a period, non pro rated, of five (5) years. Product Roofseal carries an additional five (5) years, pro rated. The extended five (5) years, pro rated for membrane Roofseal is calculated by adding up the number of months remaining in the last five (5) years, and divided by 60. This figure is the percentage of the cost to be credited on a replacement installation. If the membrane is damaged by any of the following causes, this Warranty shall not apply to such damages:

- (a) Any natural causes, including but not limited to lightning, hurricane, tornado, hail, the infestation or presence of insects or an animal, or earthquake, or any debris resulting from any of these causes.
- (b) Act of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling object, civil disobedience, or act of war.
- (c) Environmental fallout, chemical attack or the presence within or outside the Building or any commercial or industrial solvent, acid, caustic fluid, petroleum product, wax, grease, absorbent, clay or plasticizer.
- (d) Negligence of a contractor who is not the decking contractor, or failure of the material or the workmanship provided by such a contractor.
- (e) Infiltration of moisture through any wall, vent, coping or other building structure into the System.
- (f) Any failure, settlement or movement of the deck structure, roof deck or substrate.
- (g) Lack of drainage including but not limited to any condition caused by inadequate or improper deck slope or drains.

Occurrence of any of the following shall cancel DEC-K-ING's obligations under this Warranty:

- (1) Alteration or repair made on or through the deck without prior written authorization from DEC-K-ING.
- (2) Placement upon or attachment to the deck of any object (including but not limited to any structure, fixture or utility) without prior written authorization from decking contractor.
- (3) Owner's sale of the Building or purported assignment of this Warranty.
- (4) Owner's failure to comply with every Term, Condition and Limitation of this Warranty.

The Warranty does not cover fading, discoloration or wear that will occur throughout the life of the product. Membranes are manufactured with a heavy embossing to increase traction, however, there are no express or implied warranties of any kind in regard to this product being non-skid. Membranes are approved for use on ramps, only when installed as per the Safety-Ramp System.

The installation is not covered under our Warranty. The decking contractor providing the work is fully responsible for the workmanship and will handle any warranty work.

The membrane must be installed using only DEC-K-ING floor patch and approved adhesives. The adhesive must be applied as per manufacturer's specifications, in suitable weather conditions.

DEC-K-ING, its agents, employees and decking contractors shall have unrestricted access to the deck during regular business hours. By accepting this Warranty, Owner agrees to arrange for removal of water, snow, ice and equipment at Owner's expense to allow for repairs to be made.

All bills for installation, supplies and services shall have been paid in full to decking Contractor and all material suppliers before DEC-K-ING incurs any obligation or liability under this Warranty. It is the Owner's sole responsibility to confirm that payment has been made to decking Contractor and all material suppliers.

Owner acknowledges that the decking Contractor is not an agent or other legal representative of DEC-K-ING. DEC-K-ING is not liable for any promise, representation or other responsibility of decking Contractor.

Liability is limited to the cost of the materials and installation or cost of the materials proven to be defective. Under no circumstance will DEC-K-ING accept responsibility, or be held liable for, incidental or consequential damages, including but not limited to, the building or the contents of the building. Warranty does not cover damages resulting from misuse or abuse of the product.

Any dispute, controversy or claim between Owner and DEC-K-ING arising out of or related to this Warranty or the Building, shall be settled by final and binding arbitration in accordance with the rules of the Arbitration Association for the Construction Industry.

The failure of DEC-K-ING at any time to assert or enforce any Term, Condition and Limitation shall not be construed to be a waiver thereof, or of any other Term, Condition or Limitation.

Any and all other express warranties are superseded hereby and this Warranty is in lieu thereof.

To initiate a claim, customer must produce and submit to the contractor who supplied the product, a copy of the Warranty, Estimate Sheet, and proof of payment.

**EXCLUSION OF WARRANTIES: EXCEPT AS STATED HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO CONTRACTOR/SALES PERSON HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.**

Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Project Location: \_\_\_\_\_

Inv./Estimate #: \_\_\_\_\_

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Contractor: \_\_\_\_\_

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