



DMX Drain
Product Warranty

DMX Plastics Limited ("Manufacturer") warrants to the purchaser of the product ("Purchaser") and the owner of the building ("Owner") that there will be no water leakage into the building structure through the areas of the basement walls that are covered by DMX Drain 5X membrane.

DO NOT STORE IN DIRECT SUNLIGHT FOR MORE THAN 30 DAYS. If the product is to be stored outdoors it must be properly covered with a protective tarp to protect against U.V. rays.

What the warranty covers:

DMX Plastics Limited warrants that under normal use and service, foundation walls that are treated with DMX Drain 5X membrane should be free of water leakage or seepage.

How long the warranty is effective:

This warranty shall be in effect for a period of 30 years from the original date of purchase. If the product is replaced or repaired by the manufacturer, only the outstanding amount of warranty on the original Product will remain in effect for the replacement Product.

Who the warranty protects:

This warranty is valid for the purchaser and may be transferred to subsequent owners providing all conditions, limitations, exceptions and exclusions of this warranty are accepted by the new owner.

What the warranty does not cover:

This warranty is not applicable if water leakage occurs as a result of the following factors or situations:

- Failures or defects in the foundation drainage system
- Storage in direct sunlight for more than 30 days without a protective tarp
- Improper installation of the Product that is not in accordance with the Manufacturer's instructions and specifications
- Use of interior or exterior drainage systems that do not meet or exceed local construction code
- Improper grading that does not permit drainage away from the building structure, including defective or inadequately functioning downspouts and gutters
- Elevated water table that rises above the footing of the foundation for whatever reason
- Condensation occurring on interior foundation walls, vapour barriers or interior finishes
- Any construction technique performed by a builder, home owner, subcontractor or any person after the initial installation, that allows moisture to enter between the product and the foundation walls
- Damage to the membrane or building structure as a result of natural disasters including, but not limited to, lightning, flood, hurricane, tornado, earthquake, fire or circumstances deemed to be an act of God
- Damage to the building structure or membrane that occurs during initial or any subsequent construction
- Any structural defects in the foundation, walls or footings of the building structure that allow moisture to enter above, below or behind the product after the initial installation

The warranty shall not apply to any water leakage which is covered by new home warranty programs or for which the purchaser or owner otherwise receives compensation.

How to make a claim:

All claims must be made in writing within 15 days of discovering the water leakage to: DMX Plastics Limited, 300 Walker Drive., Brampton, ON, Canada, L6T 4B3, Attention: Customer Service. All claims must contain the following information: Name of Purchaser or Owner, address of building structure, date of discovery of water leakage, date of installation, proof of purchase. For new construction please include the name of the builder or contractor, the Product installer and the building inspector. The Manufacturer may require additional information in order to process a warranty claim.

The Manufacturer shall be entitled to conduct an investigation of the source of the water leakage within 30 days from receipt of the problem in writing. If the Manufacturer determines that this warranty does not apply, then the Manufacturer reserves the right to charge for expenses incurred in conducting the investigation.

If, after the inspection, the Manufacturer determines that the warranty is applicable, the portion of the product that is found to be defective will be replaced (not repaired). The Manufacturer is not responsible for the cost of removal, repair or replacement of the building structure, landscaping, driveways, walkways or interior contents in connection with the replacement of the Product, nor does the Manufacturer have any liability or responsibility for damage or loss as a result of the replacement of the Product.

Limitations and Exclusions:

EXCEPT FOR THIS WARRANTY, THERE ARE NO WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN WITH RESPECT TO THE PRODUCT. NO OTHER WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN ARE GIVEN. THE LIABILITY OF THE MANUFACTURER ARISING OUT OF THE SALE OR SUPPLY OF THE PRODUCT OR ITS INSTALLATION OR USE, WHETHER OR NOT ARISING AS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE MANUFACTURER SHALL NOT EXCEED THE THEN CURRENT PURCHASE PRICE FOR THAT PORTION OF THE PRODUCT WHICH IS BEING REPLACED.

THE MANUFACTURER DOES NOT GUARANTEE OR WARRANT IN ANY WAY THAT MOLD, MILDEW, FUNGI, IRRITANTS OR AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED. THIS WARRANTY EXCLUDES THE MANUFACTURER FROM ANY LIABLE OR CLAIMED DAMAGES DUE TO MOLD, MILDEW, FUNGI OR IRRITANTS FROM MOISTURE OR OTHER FOREIGN SUBSTANCES OR CONSTRUCTION MATERIALS.

THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED BY THE PURCHASER OR OWNER OR ANY OTHER PERSON IN CONNECTION WITH THE PURCHASE, INSTALLATION OR USE OF THE PRODUCT.