

Please Fax
this form to
activate your
warranty

WARRANTY

CactusBoard® II Floor Edging

Basement Systems, Inc. hereby warrants to the homeowner of a new single or multifamily detached residence with properly installed CactusBoard®, under normal use and service, that no water shall pass through the walls or footing/wall joint and collect on the basement floor; said warranty shall be in effect for twenty years from the date of completion of installation and is automatically transferable to second and subsequent homeowner for the duration of said warranty; so long as the system was installed in accordance with Basement Systems, Inc. instructions and application specifications during the installation.

Limitations: This warranty does not apply and Basement Systems, Inc. shall not have responsibility or obligation for seepage or leakage of water resulting from:

- 1.) Defective, absent or inadequate functioning of drainage from the CactusBoard® system to at least a 6" bed of clean aggregate or suitable drainage material (sandy soil) which then drains to a gravity drain or sump pump system.
- 2.) Condensation on the walls, except that excess wall condensation will not flow down the wall onto the floor, utility pipes, well equipment, floor, appliances, etc.
- 3.) Damage or penetrations to the walls and floor to which the system has been installed.
- 4.) A system that has been altered in any way, which has been subject to misuse, negligence, or accident.
- 5.) A foundation that develops significant structural defects.
- 6.) Grading which does not slope away from the structure sufficiently to drain water away from the structure.
- 7.) Water squirting out of the walls over the system, water coming through windows or down the walls significant enough to spill over the system, or water dripping off other building materials onto the floor.
- 8.) Damp spots or discoloration of concrete.
- 9.) Sump pump or power failure.
- 10.) Any area leaking that does not have CactusBoard installed.

This warranty is made in lieu of all other warranties expressed or implied and of all other obligations or liabilities on Basement Systems, Inc. The drainage of the suitable drainage material under the floor, whether by gravity through piping to daylight, or a sump pump system, must be kept operational.

Remedy: If CactusBoard® does not perform as warranted, Basement Systems, Inc. will provide the necessary materials and labor to prevent seepage or leakage of water onto the basement floor at treated areas. Basement Systems, Inc. shall have the option, depending on the nature of the leakage or seepage, of repairing either the exterior or interior of the basement. Basement Systems, Inc. obligation shall in any event be restricted to the cost of repairing the defective area of CactusBoard. Such cost shall include the removal of soil and/or interior finish, if any is attached to the affected area, and the reinstallation of such soil or concrete, excluding interior finish. Such cost does not include the cost of removing or replacing trees, grass, shrubbery or other landscaping, painting, finish carpentry, exterior or interior fixtures or furnishing or other obstacles which effect the repair or damage thereto; and in no case shall Basement Systems, Inc. total responsibility during the life of this warranty exceed \$2,000.00 (two thousand dollars).

Effective Date: This warranty becomes effective after the installation, and upon receipt of this warranty form by Basement Systems, Inc. and expires twenty years after the date of completion of installation.

Claims: Warranty claims must be submitted in writing to Basement Systems, Inc. 60 Silvermine Road, Seymour, Ct. 06483 (1-800-768-0935) within 30 days after discovery of the seepage or leakage problem. After such notice, Basement Systems, Inc. shall make a prompt investigation of the claim and will promptly perform it's obligations under the terms of this warranty.

This warranty gives you specific legal rights, and you may also have other legal rights, which vary, from state to state.

WARRANTY ACTIVATION FORM

Please fill out this warranty activation card and fax it to Basement Systems, Inc. at 203-881-5095 to activate the CactusBoard®II 20 year warranty.

Street Address of Home _____ City _____ State _____ Zip _____

Homeowner Name _____ Phone Number _____

Builder of Home _____ Closing Date** _____

Builder Phone _____ * If a super liner is installed, the water level must not reach the point at which a pump is necessary, if so, a pump must be installed to activate this warranty.

The CactusBoard drains to a: Sump Liner
 Daylight

** Date Warranty Activates