



# MATERIAL & LABOR WARRANTY

## 5 Year Limited Warranty

**Project Name:** \_\_\_\_\_  
**Warranty Number:** \_\_\_\_\_  
**Warranty Effective Date:** \_\_\_\_\_

MER-KO warrants to the Building/Facility Owner, hereinafter referred to as Owner, that for a period of FIVE (5) years from date of manufacture that the Product(s)/System(s) noted herein will be free from defects in material and manufacturing contingent upon no components of the system having been replaced with materials from another manufacturer (including but not limited to setting materials, waterproofing, mortar bed additives and adhesives). No warranty whatsoever is made for cracking, workmanship or aesthetics not solely and directly caused by defects in Mer-Ko materials as covered in this warranty.

MER-KO's sole obligation and Buyer's exclusive remedy in connection with the product/system materials shall be limited to replacement of MER-KO non-conforming products proven to be defective at the time of manufacture and the costs associated with removal and replacement of the same. MER-KO's liability to the Owner for product defects covered by this warranty shall be expressly conditioned upon the Owner's obligation to notify MER-KO in writing within sixty (60) days of the date that Owner discovers the defect. MER-KO shall then have the right to immediately inspect the defect, and if not given this right, the Warranty shall be terminated. MER-KO shall not be responsible for repairs made to MER-KO products by others who are not authorized to make such repairs. Any repair of the products undertaken without prior written authorization from MER-KO will void this warranty. The Warranty shall not apply if the coating system is subject to misuse, abnormal use or conditions, or damaged by any cause other than failure of the MER-KO materials. MER-KO makes no warranty with respect to appearance or color. The warranty is expressly conditioned upon the material being applied in accordance with MER-KO's current published application guide regarding surface preparation, precautions, material storage and handling, shelf life, material application or other instructions and advice. Defects caused by accident, abuse, misuse, mishandling, shipment, acts of God, improper storage after shipment, freezing or abnormal conditions of temperature or moisture, improper substrate, improper or defective application, improper combination with other MER-KO products or with the products of third parties are not warranted under any circumstances.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED OR IMPOSED BY LAW, PARTICULARLY IN LIEU OF IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE WITHOUT LIMITATION. IN NO EVENT SHALL MER-KO HAVE ANY LIABILITY ARISING OUT OF ERRORS OR OMISSIONS, OR RELATING TO THE DESIGN OF THE CONSTRUCTION ON WHICH ITS PRODUCTS ARE USED, OR BASED ON NEGLIGENCE CONCERNING THE USE OF THE PRODUCT, OR ANY OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF MER-KO.

For this warranty to remain in effect, the following conditions must be met: (1) Structural components of the deck assembly are to be configured and built per architectural specifications and MER-KO's printed specifications. MER-KO shall in no event have any liability arising out of the errors or omissions in the design of the construction or based on negligence in the use of the product. (2) MER-KO products and systems require periodic maintenance. It is the Owner's responsibility to perform necessary care and maintenance. Only the use of materials produced by MER-KO for routine scheduled maintenance of the deck are permitted. The deck covering shall be inspected by an authorized MER-KO Independent Consultant\* and re-sealed with MER-KO products by a MER-KO currently listed applicator according to the following schedule:

At the THIRD (3rd) year by: \_\_\_\_\_

Failure to adhere to the inspection schedule, the care and maintenance procedures, or to complete any necessary repair of sealants, flashings, etc. will result in voiding this warranty. A five (5) year warranty extension is available if the conditions of MER-KO's 5 Year Warranty Extension are met. (3) MER-KO has received payment in full for such products subject to the warranty.

In no event shall MER-KO be liable for any incidental or consequential damages of any kind, whether based on warranty, negligence, contract, tort, strict liability or any other theory whatsoever, or for damages to the building or its contents. This Warranty is for the benefit of the Owner, and may be transferred to a subsequent owner during the term of the warranty providing MER-KO has been notified in writing of the legal transfer of the property within 90 days.

This warranty is issued by ParexLahabra, Inc., a California corporation. MER-KO is a brand of ParexLahabra, Inc., and the term MER-KO in this warranty shall mean ParexLahabra, Inc. The address and telephone number of MER-KO is as follows: 501 Van Ness Avenue, Torrance, CA 90501 (800) 851-6303. The address and telephone number of ParexLahabra, Inc. is as follows: 4125 E. La Palma, Suite 250, Anaheim, CA 92807. Since the goods are building materials and are not intended to be sold to a "consumer" except as part of real estate, this warranty is not intended to apply to any party constituting a "consumer" as defined by the Magnuson-Moss Warranty Act.

*\*All fees associated with Independent Consultant inspections are the responsibility of the Owner.*

**TO BE COMPLETED BY MER-KO/PAREXLAHABRA, INC.**

**Warranty Number:** \_\_\_\_\_

**Warranty Effective Date:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Site Address:** \_\_\_\_\_  
*(Street Address, City, State, Zip)*

**Total Square Footage:** \_\_\_\_\_

**Facility Owner Company Name:** \_\_\_\_\_

**Facility Owner Contact Name/Phone:** \_\_\_\_\_ / \_\_\_\_\_

**Facility Owner Billing Address:** \_\_\_\_\_  
*(Street Address or PO Box, City, State, Zip)*

**Facility Owner Mailing Address:** \_\_\_\_\_  
*(Street Address or PO Box, City, State, Zip)*

**Installing Applicator Company Name:** \_\_\_\_\_

**Installing Applicator Contact Name/Phone:** \_\_\_\_\_ / \_\_\_\_\_

**General Contractor Company Name:** \_\_\_\_\_

**General Contractor Contact Name/Phone:** \_\_\_\_\_ / \_\_\_\_\_

**Architect/Engineer Company Name:** \_\_\_\_\_

**Architect/Engineer Contact Name/Phone:** \_\_\_\_\_ / \_\_\_\_\_

**Installation Start Date:** \_\_\_\_\_

**Substantial Completion Date:** \_\_\_\_\_ / \_\_\_\_\_ *Applicator Initials (Required)*

**Product(s)/System(s) Installed:** \_\_\_\_\_ / \_\_\_\_\_ *Applicator Initials (Required)*

**Application Area(s):** \_\_\_\_\_  
\_\_\_\_\_

*Valid when copy of this Warranty, executed by all parties, is on file at MER-KO's Warranty Department, Anaheim, CA.*

MER-KO  
A ParexLahabra, Inc. Brand

OWNER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***Our products protect your facility.  
Our warranties protect your investment.***