

LIMITED 20-YEAR WARRANTY

BLUE MAX™ REGULAR GRADE MASONRY WATERPROOFER

When properly applied, Ames Research Laboratories, Inc. ("we" or "us") warrants that Blue Max Regular Grade Liquid Rubber Waterproofer ("Product") will provide a waterproof coating for twenty (20) years from the date of purchase. THIS LIMITED WARRANTY EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. This warranty does not apply to any water containment system including, without limitation, cisterns, pools, fountains, water features, holding tanks and ponds.

This warranty shall not apply if the Product is not applied in accordance with all labels and directions on a properly prepared concrete or masonry surface; when the Product fails due to improper product application, insufficient coating thickness, or improper surface preparation; cracked structural surfaces; reoccurring efflorescence; or any conditions not reasonably foreseen by us.

A minimum of two coats of Product applied at the rate of 1 gallon per 100 sq. ft. per coat is required. Package instructions are as complete as possible, but cannot encompass all conditions, applications and/or surfaces. It is the responsibility of the purchaser to follow all label, literature and website instructions. Application information is subject to periodic revision and it is the responsibility of the purchaser to follow the most current packaging, websites and literature instructions published at the time of application and failure to follow such instructions shall void this limited warranty.

In the event of a breach of this limited warranty you must promptly notify us. Your remedy for a breach of this limited warranty is limited to a replacement of the product purchased or, at our option, a refund of the purchase price. This is the EXCLUSIVE REMEDY. For warranty fulfillment, return used product container and original sales receipt to Ames Research Laboratories, Inc, Product Services Department, 1891 16th St SE, Salem, OR, 97302. In no event shall we be liable for any penalties, special, contingent, punitive, incidental, or consequential losses, damages, or expenses due to breach of warranty, breach of contract, tort (including, but not limited to, negligence and strict liability, whether sole or concurrent), or otherwise including, but not limited to, damages for destruction of or loss to property, personal injury (to the extent permitted by law), late delivery or loss of use property, loss of production, revenue, or profits, cost of capital, cost of substitute products, or for any other types of economic loss, or for claims of customers of purchaser or users of the Product for any such damages, even if we have been advised of the likelihood of such damages.