

POLICY AND PROCEDURES FOR APPLICATION

KEMPER SYSTEM reserves the right to withhold or suspend a warranty of its waterproofing system (the “System”) on any project (a) that does not satisfy the conditions, requirements, limitations and exclusions set forth in the warranty, (b) that is not installed in accordance with KEMPER SYSTEM’s published recommendations, application guidelines, specifications and details in effect at the time of project installation, or (c) for which the Applicator fails to comply with the following steps:

1. In accordance with KEMPER SYSTEM’s “TRAINING AND APPROVAL PROCEDURES” as amended by KEMPER SYSTEM from time to time, only KEMPER SYSTEM-approved Applicators and their employees with up-to-date KEMPER SYSTEM Kemper Specialist certification may install the System.
2. Applicator shall provide the Owner with a specimen copy of the warranty that the Owner wishes to purchase.
3. Applicator will compute the anticipated square footage of the project for purposes of determining warranty availability and provide the Owner with an estimated warranty fee.
4. At least 10 days before Applicator begins work on the project, (i) Applicator shall complete and submit to KEMPER SYSTEM a Project Approval & Warranty Statement (“PAWS Form”), which shall include a plan drawing and shall indicate the type of warranty that the Owner wishes to purchase. (ii) Applicator shall sign the Project Registration Certification Statement that is part of the PAWS Form. Once submitted, neither Applicator nor Owner may change any information in the PAWS Form without KEMPER SYSTEM’s prior written consent.
5. Owner and Applicator are solely responsible for determining the suitability of using the System in a particular application, including but not limited to the suitability of the substrate. KEMPER SYSTEM is not responsible for determining and evaluating site conditions, either before or during the performance of the scope of work.
6. KEMPER SYSTEM will review the submitted Project information and return the PAWS Form to Applicator indicating whether the Project is (i) approved, (ii) rejected, or (iii) require additional information or modification. Applicator may not install the System until KEMPER SYSTEM approves the Project by signing the PAWS Form.
7. KEMPER SYSTEM may perform an initial site inspection as part of its review process.
8. KEMPER SYSTEM’s approval of the submitted Project information does not ensure that the project, when completed, will qualify for or receive a warranty. KEMPER SYSTEM may refuse to issue a warranty unless it determines after the project is completed that all conditions set forth in the warranty and this document have been satisfied.
9. Once KEMPER SYSTEM has approved the PAWS Form in writing and returned it to Applicator, Applicator may install the System. Applicator must install the System using only those tools, materials, and techniques described in KEMPER SYSTEM’s Technical Manual, standard details, and Technical Bulletins, or that have been otherwise approved by KEMPER SYSTEM in writing.
10. KEMPER SYSTEM may require and perform inspections at various stages of installation of the System and may charge the Applicator at KEMPER SYSTEM’s then-current rates. KEMPER SYSTEM may also require Applicator to submit daily reports, job samples or photographs. Any review or inspection is solely for KEMPER SYSTEM’s benefit and shall confer no right or benefit to Applicator, Owner or other person or entity.
11. KEMPER SYSTEM may require and provide training of Applicator personnel at KEMPER SYSTEM’s then-current rates as a requirement for warranty issuance.
12. When Applicator completes the installation, (i) Applicator shall complete and submit to KEMPER SYSTEM the Information for Warranty portion of the PAWS Form, indicating that the project is ready for a final inspection by KEMPER SYSTEM. (ii) Applicator shall sign the Project Warranty Certification Statement that is part of the PAWS Form.
13. KEMPER SYSTEM will conduct a final inspection of the installation and, if necessary, will prepare a final punch list of items required for repair and/or correction. During the inspection, KEMPER SYSTEM will determine whether the project qualifies for the warranty applied for and will verify the warranty fee based on the size of the project.
14. Applicator shall complete the punch list items at its sole expense. If Applicator fails to complete the punch list items properly or in a timely manner, or does not correct any other defects in the installation in the time and the manner specified by KEMPER SYSTEM, KEMPER SYSTEM shall have the right, but not the obligation, to repair or have repaired such items at Applicator’s expense.
15. After Applicator completes all punch list items, Applicator shall sign and submit a copy of the final punch list certifying that all items have been completed.
16. KEMPER SYSTEM reserves the right to re-inspect a project to confirm completion of the punch list items.
17. Any application that will involve the subsequent placement of surfacing or non-cementitious overburden such as paint, coating, aggregate, pavers, asphalt pavement, insulation, drainage mat, wood decking, or organic/inorganic growing media must be inspected and approved by KEMPER SYSTEM prior to the application of the overburden.
18. Any application that will involve the subsequent placement of cementitious overburden such as concrete, brickwork, or tile in a mortar setting bed must be inspected and approved by KEMPER SYSTEM following the application of protective alkalinity surfacing and prior to the installation of the overburden.
19. A KEMPER SYSTEM warranty will be effective only upon (i) signed approval by authorized representatives of the Owner and KEMPER SYSTEM; (ii) payment in full by Owner and Applicator of all materials invoices, training invoices, inspection invoices, and (iii) payment of any applicable warranty fee.