



## Waterproofing Product Warranty

Name of Contractor:

Address of Contractor:

Other Noted Parties:

Triton Products:

Installation Address:

Date of Completion of  
the Installation:

Warranty Duration:

Warranty Expiry Date:

On behalf of Triton Systems

Signature: .....

Print: .....

Date: .....



## Terms & Provisions

### 1. Definitions:

In this Warranty the following words and expressions shall have the meanings below ascribed to them:

"Triton" – Triton Systems, 3-5 Crayford Commercial Centre, Greyhound Way, Crayford DA1 4HF

"Claimant" – any party making or seeking to make a claim under this Warranty

"Installer" – means the Contractor having undertaken the installation with the agreement of Triton

"the Installation Site" – means the site at which the Triton product is installed

"normal conditions" – such conditions for use of the Product as may be recommended or specified in any literature issued by or on behalf of Triton in respect of the product

"the Period" – means the period commencing on the date of completion of the installation of the Triton product and expiring on the date specified above

"the Product" – means the Triton product specified

"the Structure" – means the building or other construction at the Installation Address where the Triton product is installed

### 2. Triton, as supplier of the Product, warrants:

2.1 For the duration of the Period, the Product will be free from defects under normal conditions, when used in accordance with the Product technical specification.

### 3. In the event of a claim under this Warranty Triton's liability in any case shall be limited to the repair of the area where the Triton Product has been used which evidences a defect during the Period.

### 4. Triton:

4.1 shall have no liability whatsoever or howsoever under this Warranty or at all in respect of any damage or defect caused to the Triton Product by the Claimant, any third party, their employees and/or agents whether negligently, deliberately, or otherwise; and

4.2 shall not be liable for incidental or consequential losses, damages or expenses directly or indirectly arising from the supply and installation of the Triton Product, whether such liability is asserted under this Warranty or otherwise on any ground whatsoever, including but not limited to contract, tort or statutory duty

### 5. This Warranty expressly does not extend or include damage caused or contributed to by events beyond the reasonable control of Triton. Without prejudice to the generality of the foregoing, this shall include:

5.1 defects of any nature in the Structure

5.2 cracks in the Structure

5.3 concrete placement issues, including but not limited to, voids arising from poor compaction, grout loss, segregation, cold joints, honeycombing etc.

5.4 alterations to the structure

5.5 explosions or other natural phenomena or acts of God affecting the Structure

5.6 failure of the waterproofing integrity of expansion and construction joints in the Structure

5.7 subsequent work on the Product undertaken without Triton's prior written approval of the methods and materials used.

5.8 defects of any nature in or associated with concrete or any other material used by the Contractor or the Installer, other than the Product

5.9 defective workmanship highlighted, which is subsequently not rectified, nor work carried out which does not follow the installation and use instructions for the Product as per Triton's published information.

### 6. Triton maintain the right to investigate the cause of any water intrusion into the Structure, as deemed appropriate by Triton, including but not limited to, taking cores, trial-holes, and utilising 3rd party specialists.

### 7. If Triton require, the Claimant shall permit Triton to undertake Warranty repair from inside the Structure. For the avoidance of doubt, the Claimant shall be responsible for moving any equipment, furniture, interior construction finishes from any area, which might hinder the repair process. The Claimant shall provide Triton, its employees or agents, safe and reasonable access to, and egress from, the areas on or in the Installation Site where Triton require to undertake the repairs.

### 8. Triton's financial liability for all claims is limited to the total invoiced value for the Product supplied by Triton and used on the Structure.

### 9. This Warranty is in lieu of and excludes all other warranties whether express or implied, statutory, or otherwise, and it does not offer any rights other than those expressly set out above.

### 10. This document shall be read and construed in accordance with English law.

### 11. In the event of a transfer of ownership, Triton is prepared to recognise the successor as the beneficiary of the unexpired Period.