

# TEXAS EIFS, L.C. LIMITED MATERIALS WARRANTY

*TeifsWEATHERTIGHT Wall System*



Warranty No.: \_\_\_\_\_

Date: \_\_\_\_\_

Building Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Applicator: \_\_\_\_\_

Texas EIFS, L.C. ("Teifs") hereby warrants, subject to the terms, conditions and limitations stated herein, as follows ("Warranty").

The TeifsWEATHERTIGHT Wall System Materials manufactured and sold by Teifs (the "TeifsWEATHERTIGHT Wall System") when installed in accordance with the current published Teifs Specifications, will not, within a period of ten (10) years from the date of final inspection of the project, under normal weather conditions and excluding unusual air pollution, lose its bond, peel, flake or chip. Further, the finish will be fade and water resistant so long as the surface integrity is retained.

It is specifically understood and agreed that no Warranty whatsoever is made with respect to materials produced by other manufacturers which are used in the installation of Teifs Materials covered hereunder. Further, this Warranty is void if the Teifs Materials are intermixed with other chemicals or materials not specifically required by Teifs specifications.

The foregoing Warranty does not cover (i) Damage caused in whole or in part by acts of God or natural phenomenon, including, but not limited to, falling objects, fire, earthquake, floods, windstorm, radiation, chemical fumes or foreign substances in the atmosphere; (ii) structural or design defects; (iii) misuse, vandalism, civil disobedience or act of war; (iv) insufficient or defective waterproofing between Teifs Materials and non-Teifs Materials; (v) any condition caused by any negligence or accidents in maintaining the Materials or the Teifs Wall System; and (vi) workmanship, aesthetics or other damage or injury not solely and directly caused by defects in Teifs' Materials as covered under this Warranty. In addition, this Warranty does not cover defects or damage caused by water penetration due to leaks through windows or any other items installed which are not part of the TeifsWall System.

Teifs shall not have any obligations under this warranty unless the owner notifies Teifs, in writing, within thirty (30) days of the alleged defects. Teifs shall be allowed a reasonable period of time, authorization to remove samples, and to perform any testing Teifs deems necessary to investigate and determine the cause of the defect. The Owner shall provide and cause any temporary repairs to be accomplished in a timely manner to prevent further damage to the structure or contents of the building until the cause of the defect is determined and permanent repair recommendations may be made.

Teifs shall not be responsible for incidental or consequential damages of any kind. The sole responsibility and liability of Teifs under this warranty shall be to supply replacement materials and labor to replace the defective Teifs Materials described herein shown to be defective within ten (10) years from the date of final inspection, and only if Owner gives Teifs written notice of defects in Teifs Materials within 30 days from the date of discovery of such defects.

This warranty is issued to the original owner of the structure into which Teifs' Materials shall have been incorporated, and may not be transferred or assigned.

Since the goods are building materials and are not intended to be sold to a "consumer" except as part of real estate or as a major addition thereto, this warranty shall not apply to any party constituting a "consumer" as such term is defined by the Magnuson-Moss Warranty Act.

This warranty shall be interpreted under the laws of the State of Texas

This Warranty shall become null and void if in the sole judgement of Teifs, any of the following events shall occur (i) if after installation of the Teifs Wall System there are any alterations or repairs made to the building that affect any component of the Teifs Wall System in any way; (ii) failure by the Owner or any of Owner's tenants to use reasonable care in maintaining the Teifs Wall System; or (iii) Owner fails to comply with every term or condition stated herein.

Teifs' failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions.

EXCEPT FOR THE EXPRESS WARRANTY MADE HEREIN, THIS CONSTITUTES THE ONLY WARRANTY MADE BY MANUFACTURER AND THERE ARE NO OTHER WARRANTIES, AND TEXAS EIFS, L.C. EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY FOR WORK PERFORMED IN A WORKMANLIKE MANNER. TEIFS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS. TEIFS shall have no further obligation or liability of any kind, and it is further agreed and understood that the price stated for Teifs Wall System is consideration for the limitation of TEIFS liability hereunder. The sales personnel of TEIFS are not authorized to make warranties about the merchandise described in this contract. TEIFS employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUILDING OWNER OR ANY THIRD PARTY, AND ARE NOT PART OF THE CONTRACT FOR SALE. THE ENTIRE CONTRACT IS EMBODIED IN THIS WRITING AND NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS WRITTEN CONTRACT. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

This warranty is void if not executed by an authorized Teifs representative, the owner AND a registered and approved Teifs Applicator, and if all this form is not fully completed.

This warranty is void if Teifs has not been paid in full for all materials under this Warranty.

Texas EIFS, L.C.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

**REGISTERED TEIFS APPLICATOR**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)



220 Burleson . San Antonio, Texas 78202  
Tel: (210) 472-2935 . Fax (210) 472-2946  
1-800-358-4785 E-mail: teifs@teifs.com

Form 03-00 WeatherTight MatWrnty

# TEXAS EIFS, L.C. APPLICATOR LIMITED WARRANTY

## *TeifsWEATHERTIGHT Wall System*



Warranty No.: \_\_\_\_\_

Date: \_\_\_\_\_

Building Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_, a registered applicator of Texas EIFS, L.C. Teifs Wall Systems, (the "Applicator") Hereby warrants to the Owner, subject to the terms, conditions and limitations stated herein, as follows ("Warranty").

The Applicator warrants its Work against all deficiencies and defects in Workmanship arising from Applicator's nonconformity to Texas EIFS, L.C.'s Complete Guide Specifications for TeifsWEATHERTIGHT Wall Systems and to any plans, specifications or other contract documents to which Applicator has expressly agreed to be bound in the most sound, workmanlike and substantial manner for a period of ten (10) years from the date of substantial completion.

The foregoing Warranty does not cover (i) damage caused in whole or in part by acts of God or natural phenomenon, including, but not limited to, falling objects, fire, earthquake, floods, windstorm, radiation, chemical fumes or foreign substances in the atmosphere; (ii) structural or design defects; (iii) misuse, vandalism, civil disobedience or act of war; and (iv) any condition caused by any negligence or accidents in maintaining the Teifs Wall Systems. In addition, this Warranty does not cover defects or damage caused by water penetration due to leaks through windows or any other items installed by contractors other than the Applicator and which are not part of the Teifs Wall Systems.

The Applicator shall not be responsible for incidental or consequential damages of any kind. The sole responsibility and liability under this Warranty shall be to supply replacement materials and labor to replace the defective workmanship described herein shown to be defective within ten (10) years from the date of the final inspection, and only if Owner gives Applicator written notice of an instance or instances where Applicator failed to comply with Teifs Complete Guide Specifications for the WEATHERTIGHT Wall System, or to any plans, specifications or other contract documents to which Applicator has expressly agreed to be bound, within 30 days from the date of discovery of each non-conformity.

Following written notice from the Owner, the Applicator is authorized and shall be allowed a reasonable period of time to remove samples and to perform any testing the Applicator deems necessary to investigate and determine the cause of the defect. The Owner shall provide and cause any temporary

repairs to be accomplished in a timely manner to prevent further damage to the structure or contents of the building until the cause of the defect is determined and permanent repair recommendations may be made.

This Warranty is issued to the original Owner and may not be transferred or assigned.

This Warranty shall be interpreted under the laws of the State of Texas.

This Warranty shall become null and void if, in the sole judgement of the Applicator, any of the following events shall occur (i) if after installation of the Teifs Wall Systems there are any alterations or repairs made to the building that affect any component of Teifs Wall Systems in any way; (ii) failure by the Owner or any of the Owner's tenants to use reasonable care in maintaining the Teifs Wall Systems; or (iii) Owner fails to comply with every term or condition stated herein.

The Applicator's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions.

EXCEPT FOR THE EXPRESS WARRANTY MADE HEREIN, THIS CONSTITUTES THE ONLY WARRANTY MADE BY THE APPLICATOR AND THERE ARE NO OTHER WARRANTIES, AND APPLICATOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND CONSTRUCTION IN A WORKMANLIKE MANNER. APPLICATOR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING , BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS. Applicator shall have no further obligation or liability of any kind and it is further agreed and understood that the price stated for the Teifs Wall Systems is in consideration for the limitation of Applicator's liability hereunder. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

This Warranty is void if not executed by an Authorized Teifs Representative and the Owner.

This Warranty is void if Applicator has not been paid in full for all work under this Warranty.

Texas EIFS, L.C.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

**REGISTERED TEIFS APPLICATOR**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)



Form 03-00 WeatherTight AppWrnty