



## SpecChem

### Max A Seal WP Modified Emulsion Coating

Waterproof coating and air/vapor barrier

#### LIMITED 10 YEAR WARRANTY

SpecChem provides a Limited 10-Year Warranty for MAX A SEAL WP Modified Emulsion Coating. MAX A SEAL WP is a single component asphalt emulsion foundation waterproof coating and air/vapor barrier coating for use throughout the year and throughout the seasons. This Limited Warranty is measured from the date of the completion of the application of the product.

SpecChem will provide replacement of MAX A SEAL WP or repair the coating in the area in question as the resolution. SpecChem will have the sole option to select the best method for resolution of the leakage or seepage. SpecChem will be responsible for the cost of any replacement product of MAX A SEAL WP required and, if necessary, pay for labor costs of re-coating the area in question within a reasonable time. The total responsibility of SpecChem during the life of this Limited Warranty shall not exceed the lesser of (1) Two Dollars (\$2.00) per square foot of foundation wall covered with MAX A SEAL WP and requiring repair, or (2) a total of Two Thousand Five Hundred Dollars (\$2,500.00).

SpecChem excludes responsibility for certain costs and expenses. SpecChem is not responsible for removing or replacing any obstacles that affect or may affect repair or contribute to damage. SpecChem is not responsible for removing or replacing soil, trees, grass, or other landscaping. SpecChem is not responsible for removing or replacing any obstacles on the interior or exterior of the wall which may include, but are not limited to steps, garage or garage floors, patio or patio floors, decks, etc. SpecChem is not responsible for removing or replacing interior wall furnishings or fixtures, which may include, but are not limited to, carpeting, furniture, wall hangings, wallboard, etc.

The Limited Warranty excludes water leakage or seepage and wall damage that is in whole or part caused by:

- (1) cracks or defects greater than 1/16" which may include, but are not limited to, structural defects of the walls, footings or foundations, etc. of the structure irrespective of the cause;
- (2) damage to the coating membrane from backfilling which may include, but is not limited to stone in the backfill, construction debris, etc.;
- (3) improper drainage above, below or around the building or the foundation walls resulting from improper construction methods and methods not meeting or exceeding those of the local construction codes at the time of the application of MAX A SEAL WP;
- (4) defective or inadequate interior, exterior or interior/exterior drainage systems;
- (5) insufficient grading that does not slope away from the structure sufficiently to drain water away or that results in the grade line extending above the MAX A SEAL WP Application line, which can allow for water to penetrate above the coated area;

**(816) 968-5600**

**(866) 791-8700**

Fax (816) 561-4029

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Kansas City, MO 64108  
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(6) insufficient hydrostatic resistance at the exterior base of the foundation wall or across any floor within the foundation walls, which can allow for water to penetrate

and migrate through joints where the floor meets the walls or into the structure through basement floors or drains;

(7) defective or inadequately functioning gutters and downspouts;

(8) interior condensation on foundation walls or interior finish;

(9) intrusions or alterations of the waterproofed walls after installation of MAX A SEAL WP; such as cables, ducts, opening for pipes, etc.;

(10) use of expansion joints in the design of the structure of the wall; or

(11) construction techniques that allow for entrance of water above, below or behind the wall coated with MAX A SEAL WP; or

(12) failure to follow all required installation and application requirements including, but not limited to, failure to allow required cure time before leakage or seepage when a wall coated with MAX A SEAL WP is in contact with any other surface including, but not limited to, backfill, soil, protection board, or foundation drainage systems. SpecChem is not responsible for leakage or seepage due to the installation of any object with may penetrate the surface.

This Limited Warranty only applies to the installation or application of MAX A SEAL WP by an authorized contractor approved by SpecChem.

THIS LIMITED WARRANTY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS, NOT OTHER WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED FOR HEREIN ARE GIVEN. THIS LIMITED WARRANTY EXCLUDES ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY MADE WITH REGARD TO MAX A SEAL WP. AN EXAMPLE OF THIS WOULD BE THAT SPECHEM WILL NOT TAKE RESPONSIBILITY FOR ANY DAMAGES YOU MIGHT SUSTAIN THAT ARE RELATED TO LEAKAGE OR SEEPAGE OF WATER, DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR ANY PERSONAL INJURY, OR FOR COST OF REPAIR OR REPLACEMENT OF MAX A SEAL WP OTHER THAN THAT SPECIFICALLY PROVIDED UNDER THIS LIMITED WARRANTY.

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## REGISTRATION

PLEASE **COMPLETE THE FOLLOWING INFORMATION WITHIN (30) DAYS OF THE INSTALLATION** OF MAX A SEAL WP MODIFIED EMULSION FOUNDATION COATING AND **RETURN TO**

**SPEC CHEM**  
**1511 BALTIMORE AVE, SUITE 600,**  
**KANSAS CITY MO 64108**

BUILDER WATERPROOFING CONTRACTOR:

BUILDING ADDRESS: ADDRESS:

CITY: STATE: ZIPCODE:

DATE OF WATERPROOFING INSTALLATION:

SQUARE FOOTAGE OF AREA COATED:

DATE OF BACKFILLING:


DISTRIBUTOR NAME:

ADDRESS:

**Please let us know if we can be of further assistance.**

Respectfully Submitted,

**Michael J LeMark**  
**Executive VP/General Manager**



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