

SubSeal-40™ 10-Year Limited Warranty

MFM Building Products Corp. (MFM) warrants to the original retail purchaser that SubSeal-40 will be free from leaks caused by defects in materials and manufacturing for a period of ten (10) years from the date of purchase when the material is installed strictly in accordance with the manufacturer's written recommendation as outlined in "SubSeal-40 Instructions for Application." This warranty does not apply to misapplication or poor workmanship in the application of SubSeal-40. **MFM's only obligation shall be to repair or resupply, at its option, that portion of the defective SubSeal-40 membrane where leaks occur, allowing in either case, only that portion of the purchase price which represents the ratio of the time the customer owned the product to the one hundred twenty (120) month warranty period. All warranty claims shall be made in writing within 30 days of discovery directly to MFM at its address. MFM shall be liable for no additional remedies, hereby expressly denying any other claims for damages, whether direct or indirect, consequential or incidental, including but not limited to property damage, personal injury to the buyer or to a third party and loss of business or profit arising from the use or inability to use the product. Any implied warranties arising under state law are limited to the duration of this express warranty.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. The foregoing warranties are exclusive and are in lieu of all other warranties (whether written or oral) express or implied, including warranty of merchantability and warranty of fitness for a particular purpose.

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