KEENE BUILDING PRODUCTS CO.

LIMITED WARRANTY FOR DRIWALL™ WATERPROOFING SOLUTIONS

Owner Name/Address:_____

Project Description:_____

Contractor/Address:_____

General Contractor:_____

Completion Date:_____

Product Description:_____

Warranty Number:_____

Sales Rep:_____

Waterproof System:_____

Drainage System:_____

KEENE BUILDING PRODUCTS CO. ("Keene") warrants to the original consumer purchaser (as specified above, the "Owner") that, subject to the terms, conditions, and limitations set forth herein, and during the Warranty Period specified below, its Driwall™ waterproofing solutions product (as identified above, the "Product"), will be free from defects in material and workmanship causing it to lose its watertight integrity and leak. The foregoing warranty shall apply for a "Warranty Period" continuing through and expiring on the ten (10) year anniversary of the date of Product purchase. Keene will not review any warranty claim with respect to any Product that is received by Keene following expiration of the applicable Warranty Period for such Product. This Limited Warranty applies to only to a Product that has been installed at the Project identified above as part of a Keene Driwall™ waterproofing solutions system in strict accordance with Keene's published installation instructions for the Product. THIS PRODUCT IS SOLD AS IS AND WITHOUT WARRANTY OF ANY KIND WHEN USED IN ANY OTHER APPLICATION.

This Limited Warranty is specifically conditioned upon the following matters, each and all of which shall be a condition precedent to any of Keene's obligations hereunder. FAILURE BY OWNER TO STRICTLY COMPLY WITH ANY OF ITS OBLIGATIONS STATED IN THE BELOW CONDITIONS TO WARRANY COVERAGE SHALL EXTINGUISH ALL OBLIGATIONS OF KEENE UNDER THIS LIMITED WARRANTY.

The Owner must notify Keene by certified mail at the address specified below of any claims under this Limited Warranty within thirty (30) days of discovery of the potential claim. The notice must include documentary proof of purchase of the Product. Failure of the Owner to notify Keene as provided herein shall extinguish all obligations of Keene under this Limited Warranty. After notification from the Owner with the accompanying proof of purchase of the Product, Keene shall have a reasonable opportunity to inspect the Product. The Owner's failure to reasonably comply with all requests Keene makes of Owner with respect to its inspection and review of the warranty claim shall extinguish all obligations of Keene under this Limited Warranty. Upon Owner's full cooperation of all requests Keene makes of Owner, Keene shall have a reasonable time to make its determination on whether manufacturing defects covered by this Limited Warranty was the cause of the Product failure.

Upon timely receipt of a valid warranty claim and determination by Keene that manufacturing defects covered by this Limited Warranty was the cause of the Product failure, Keene, at its sole option and as Owner's sole remedy hereunder, at law, or its equity will either: (a) repair or replace the defective Product(s); or (b) **[credit the Owner's account for so much of the purchase price as relates to any defective or non-conforming Product(s)]**.

The Limited Warranty provided above is extended solely to direct purchases by Owner, and no third party may rely thereon or assert any claim based on such warranty. This Limited Warranty is personal to the Owner specified above, and is not transferable or assignable under any circumstances. THE FOREGOING WARRANTY IS THE ONLY WARRANTY PROVIDED BY KEENE AND IS TO THE EXCLUSION OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. KEENE AND ITS AFFILIATES' LIABILITY, IF ANY, FOR DAMAGES BASED ON ANY CLAIM OF ANY KIND WHATSOEVER, AND REGARDLESS OF THE LEGAL THEORY, WITH REGARD TO ANY OF ITS PRODUCTS SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE OF THE PRODUCT(S) WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

UNDER NO CIRCUMSTANCES SHALL KEENE OR ITS AFFILIATES BE LIABLE TO OWNER FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, AND IN NO EVENT SHALL KEENE OR ITS AFFILIATES BE LIABLE TO ORDER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES. By way of example only, Keene and its affiliates will not be responsible for any damages that are related to surface, subsurface or building conditions, damage to the structure or contents of any building, or for costs of repair and replacement, except as may be expressly provided in this Limited Warranty (and subject to the terms and conditions hereof).

The foregoing disclaimers and exclusions shall apply even if this Limited Warranty fails of its essential purpose. No action, regardless of form, arising out of, or in any way connected with, Product may be brought by Owner more than one (1) year after the cause of action has accrued. Some states do not allow exclusion or limitation of implied warranties or consequential or incidental damages, so the above limitations or exclusions may not apply to Owner.

Although Keene takes pride in its commitment to manufacturing and producing a quality product, we recognize satisfactory results are impacted by numerous factors out of our control. Therefore, Keene is NOT responsible for improper installation or misuse of the Product, or for defects resulting from abnormal use or conditions. Keene shall not be liable under any circumstances for damages arising from damage to any building, structure, or material within such building or structure, either exterior or interior, or any real or personal property contained therein, acts of God including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail, or other violent storm or casualty or impact of objects, radiation or exposure to any chemical that might damage the Product, any structural defects, failures, vibrations, or any excessive movement in the building(s) or structure(s) to which the Product is installed. Keene is also not responsible for any leaking that occurs for any reason other than as a result of a defects in material or workmanship with respect to the Product. In no event shall Keene be liable under this Limited Warranty unless the Product was stored, handled, installed, and maintained in strict compliance with Keene's application instructions, specifications, and recommendations, and in accordance with any and all applicable laws and regulations (including to the extent regulating local use of the Product). Keene makes no warranty with respect to appearance or color.

This Limited Warranty applies to only to a Product that has been installed at the Project identified above as part of a Keene Driwall™ waterproofing solutions system in strict accordance with Keene's published installation instructions for the Product. THE PRODUCT IS RECOMMENDED FOR PROFESSIONAL USE ONLY.

Claims or inquiries shall be addressed as follows:

Customer Service Department
Keene Building Products Co.
23750 St. Clair Avenue
Euclid, Ohio 44117
Phone: 440 605 1020 (or 877-514-5336)
Facsimile: 440 605 1120

In the case any dispute, differences or claim arises out of or relates to this Limited Warranty or any breach hereof, the parties will attempt to settle their differences through direct negotiations. If direct negotiations fail, such that the dispute, difference, or claim is not resolved to the satisfaction of both parties within sixty (60) calendar days following commencement of direct negotiations, any controversy or claim arising out of or relating to this Limited Warranty, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such proceeding(s) shall be undertaken at Cleveland, Ohio, unless another site is mutually agreed to by the parties in writing. The arbitration shall include, but not be limited to, the determination by the arbitrator of the scope of arbitration and the arbitrability of controversies or claims. Nothing in this Limited Warranty shall prevent either party from applying to the AAA for preliminary or permanent injunctive relief in respect of any of its rights hereunder in order to preserve the status quo or in order to prevent irreparable harm, in which case the hearing on any such application will be held in Cleveland, Ohio. Further, and notwithstanding the foregoing, Keene or its affiliate may institute an action for collection of any amount due from Owner in any court of competent jurisdiction, in which case Owner hereby consents to the personal jurisdiction and venue of the federal and state courts located in Cuyahoga County, Ohio. The Owner agrees and understands that the parties choose arbitration instead of litigation to resolve disputes. The Owner further understands that the parties have a right or opportunity to litigate disputes through a court, but they prefer to resolve their disputes through arbitration. The parties voluntarily and knowingly waive any right they have to a jury trial. The decision of the arbitrator shall be final and binding on the parties and access to a judicial forum is foreclosed, except to enforce an arbitral decision. OWNER AND KEENE AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN THEM ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED (OR, AS PROVIDED ABOVE WITH RESPECT TO COLLECTION ACTIONS, OR IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY, AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION.

If any provision of this Limited Warranty is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Limited Warranty or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Owner shall negotiate with Keene in good faith to modify this Limited Warranty so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

This warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance

with the laws of the State of Ohio, United States without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. No representative, distributor, applicator or other person is authorized to modify the terms of this Limited Warranty.

In the event of a conflict between this Limited Warranty and any other writing or agreement related to the Product or the Project, the terms of this Limited Warranty shall prevail. In the event Keene or its affiliate or representative undertakes any repairs or other work that is excluded hereby or consents by punch list or otherwise to any such repairs or work, the same shall not constitute a waiver of any provision or exclusion contained herein or an amendment to, extension of, or renewal of this Limited Warranty. Unless a written amendment to this Limited Warranty is signed by the parties and it specifically states that the intent of the parties is to modify this Limited Warranty, it shall not be deemed amended. Such efforts or agreements shall be deemed gratuitous in nature without a signed writing with this specific wording.

"Keene"

KEENE BUILDING PRODUCTS CO.

By:_____

Print Name:_____

Its:_____

The foregoing warranty terms are hereby acknowledged and agreed to:

"Owner"

[_____]

By:_____

Print Name:_____

Its:_____