



## The SureCoat Roof System

### **Manufacturer's 10-Year Limited Product Warranty**

**Issue No:**

**Issue Date:**

**Completion Date:**

**Expiration Date:**

**Project Name:**

**Approved Contractor's Name:**

The Manufacturer, on behalf of SureCoat Systems® (the distributor), grants a limited product warranty to the Building Owner ("Owner") where a SureCoat™ Roof System was installed by a SureCoat Systems Approved Contractor ("Approved Contractor") listed above, subject to the limitations contained herein.

If The SureCoat Roof System leaks as a result of ordinary weathering, the Manufacturer and/or SureCoat Systems will provide a sufficient amount of The SureCoat Roof System to repair said leak. Repairs must be performed by the authorized SureCoat Systems Approved Contractor listed above.

1. This warranty is expressly conditioned upon:

- a. The accuracy of the Approved Contractor's representations as to the type of roof and condition of the roof at the time of installation.
- b. The Approved Contractor's obligation to apply the coating material in strict accordance with the Manufacturer's and/or SureCoat Systems' most current published application instructions and highest industry standards.
- c. The Manufacturer's and/or SureCoat Systems' liability to the Owner for any defect, failure, or deficiency, which is covered by this warranty, shall be expressly conditioned upon the Owner's obligation to notify the Approved Contractor listed above who then must notify SureCoat Systems within five working days of the date that Owner discovers the defect. The Manufacturer and/or SureCoat Systems shall then have the right to immediately inspect the defect, and if not given this right, the warranty shall be terminated.
- d. The Manufacturer and/or SureCoat Systems' shall not be responsible for repairs made with any material other than The SureCoat Roof System or by anyone other than the SureCoat Systems Approved Contractor listed above. Repairs or modifications to the SureCoat Roof System made by any other contractor and/or made with any material other than The SureCoat Roof System will immediately terminate this warranty.
- e. Owner must provide access to roof for inspection during normal business hours (if requested).
- f. Owner must provide adequate maintenance to roof as follows: 1) Trash and debris must be periodically removed from roof surface, including, removing any restrictions from designed water flow areas; 2) Roof drains, scuppers, overflow and downspouts must be kept clear to provide adequate drainage of roof area; 3) All HVAC equipment must have functioning condensate lines that are plumbed directly and completely to the roof drains, 4) All other equipment on roof surface must be properly maintained to prohibit any oil or chemical leakages onto roof and, 5) All maintenance requirements are more fully and completely detailed on Page 3 of this Product Warranty.

2. This warranty assures:

- a. The SureCoat Roof System will not leak due to ordinary weathering for a period of 10 years from the date of completion.
- b. The SureCoat Roof System will not peel, flake or delaminate from the roof substrate when properly applied per application instructions.
- c. The SureCoat Roof System will not leak due to animal, vegetable and other greases and fats and certain chemicals.
- d. The SureCoat Roof System will not leak due to ordinary ponding water conditions resulting from natural precipitation. HVAC equipment must have functioning condensate lines that are plumbed directly and completely to the roof drains.
- e. The SureCoat Roof System withstands foot traffic after product has cured sufficiently to be considered dry throughout. Walk pads are recommended at areas where HVAC or other equipment is routinely maintained. This condition may vary according to certain related conditions (see Application Guide).

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### Product Warranty

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3. This warranty does not cover:

- a. Damage to the coating, property, building or contents caused by fire, settlement, faulty construction or design, misuse of structure, inadequate drainage related to roof mounted HVAC and other roof mounted water producing equipment, non-functioning HVAC condensate lines, structural damage, or other failure of the structure.
- c. Damage to the coating due to extraordinary or unusual events, natural causes, including but not limited to, lightning, physical encroachment by wind driven debris or wind related structural deterioration, earthquake, hurricanes or other acts of God.
- d. Damage to the coating resulting from cracks, lifting or peeling substrates, deterioration or openings in the roof substrate including, but not limited to, foam, existing roofing materials, plywood, or other building materials under the coating.
- e. Physical damage caused by third parties or foreign objects or agents, including plant, animal or bird life, or any organic/inorganic solvents; and,
- f. Damage caused by repairs or alterations to, encroachment upon, or erection of any structure on the roof or any use of the roof other than for its intended purpose at the time the warranty was issued; and,
- g. Damage done to the building or anything therein; and,
- h. Damage to coating if routine maintenance is not completed as referred to in Section 1.f. and Page 3 of this warranty.
- i. The SureCoat Roof System when insufficient quantities of the SureCoat Roof System are applied below the system's fabric or when the fabric is insufficiently saturated, no matter the surface appearance or final inspector's acceptance.
- j. The SureCoat Roof System when applied over improperly prepared surfaces including, but not limited, to leaky roofs not properly repaired, surfaces retaining residue from dirt, organic decaying material or other substances, etc., no matter the surface appearance or the final inspector's acceptance.
- k. Color changes in the coating as the result of normal weathering or atmospheric conditions.

4. If payment in full is not made to SureCoat Systems upon the agreed terms, this warranty shall be void.

5. This warranty is transferable or assignable one (1) time within three (3) years from the Completion Date to appropriate future property owners only upon the prior express written consent signed by a duly authorized agent of the Manufacturer or SureCoat Systems. Transfer fee will apply. Please inquire as to the transfer process and procedure.

6. The Manufacturer, SureCoat Systems or the Approved Contractor will not be liable for any direct, indirect, consequential, incidental, special, or general damage of any kind from whatever cause, which may arise as the result of deterioration of the substrate. Under no circumstances shall The Manufacturer and/or SureCoat Systems be liable for any special incidental or consequential damages, including but not limited to, personal injury, property damage, loss of equipment, loss of inventory, loss of profit or revenue or any other additional expenses. This is the sole warranty issued by the Manufacturer for SureCoat Systems and is in lieu of all other warranties, express or implied, including the implied warranties of merchantability or fitness for a particular use. No representative of the Manufacturer or SureCoat Systems or any other person has the authority whatsoever to assume for the Manufacturer or SureCoat Systems any other liability or responsibility in connection with The SureCoat Roof System described above.

7. This warranty shall be deemed a contract and shall be deemed entered into under and pursuant to the laws of the State of California and shall be governed as to all matters and questions whatsoever, whether of validity, construction, interpretation, enforcement or otherwise, by and in accordance with such laws. Please also reference the paragraph entitled "Arbitration and Attorneys' Fees" below.

8. Approved Contractor Responsibility:

- a. Investigate all reported leaks and make repairs at your own expense if the leaks are due to any deviation from specifications or application techniques during the installation of The SureCoat Roof System. SureCoat assumes no liability or obligation to supply additional coating or fabric for these areas. If there is a penetration of the roof membrane or damage caused by a third party, Approved Contractor will provide the labor and materials to return the area to a warrantable condition at a reasonable and customary service charge to the Building Owner.
- b. Investigate all reported leaks or issues. If you find a possible warranty issue, contact SureCoat Systems on behalf of your customer (the Building Owner) to request and complete a Warranty Claim Form and provide all required information to request assistance from SureCoat Systems in the case of a possible product defect. Approved Contractor agrees to support its customer in connection with any warranty issues throughout the life of the warranty. Labor to be charged as stated in paragraph 8.a. above.

## **MAINTENANCE REQUIREMENTS**

As the Building Owner, it is necessary for you to provide maintenance for your SureCoat Roof System and related building components. Listed below are the guideline maintenance requirements and the effects of not performing routine maintenance.

### **WARRANTY REQUIREMENTS**

The SureCoat Roof System must be installed by an Approved Contractor and is subject to certain limitations and requirements regarding maintenance. The system must meet all the specification guidelines put forth by SureCoat Systems. SureCoat Systems reserves the right to an initial and final inspection to be performed by SureCoat Systems or a representative of SureCoat Systems prior to granting any warranty. This inspection may be performed in person or by requesting pictures as listed on the Warranty Application Checklist. Keep a file that includes maintenance and inspection reports including pictures of roof after each annual maintenance, SureCoat Roof System warranty, repairs and maintenance bills and original specifications.

### **MAINTENANCE REQUIREMENTS**

The Building Owner must establish and maintain an ongoing annual roof maintenance program that includes: cleaning and maintaining all drains and HVAC condensation lines, cleaning and removing debris and substances that include grease, dirt, organic matter and cleaning agents or solvents. The owner must establish designated walk areas for equipment maintenance issues and provide walking pads for any traffic areas. Inspections should be performed at least twice per year and after any severe weather. Failures caused by lack of maintenance are not covered under SureCoat Systems' warranties and any repair or inspection due to lack of maintenance will be charged to the owner.

**HVAC CONDENSATION LINES:** All condensation lines must be functional and attached to the HVAC unit and be in proper working order providing positive drainage directly to the designated drain. Damaged or improperly working condensation line will cause undue stress to the roof system and will diminish expected lifespan. Problems created by non-functioning condensation lines include: moisture and ponding conditions on the roof unrelated to weather, growth of mold and mildew causing premature wear to the roof system and potential damage to HVAC unit.

**ROOF TOP EQUIPMENT:** Examine roof top equipment, equipment stands, satellite dishes, antennas, skylights, vents and fans or any other equipment that could allow water infiltration problems. Deteriorated caulking and sealants and broken skylights can cause potential water infiltration problems. Any repairs or replacement of roof top equipment that breaks The SureCoat Roof System seal, i.e. a break in the monolithic membrane, must be repaired and restored to the original condition using The SureCoat Roof System materials by the Approved Contractor for this project. If the breach in the system is not repaired by the Approved Contractor using The SureCoat Roof System, this warranty will be void.

**CLEANING AND REMOVAL OF DEBRIS:** The roof surface must be cleaned and maintained by removing debris and substances that include: grease, dirt, organic matter and any cleaning agents or solvents, compressor oil and any plant or animal life. Examine local regulations and environmental limitations in your specific area regarding roof run off. SureSkrub is the recommended cleaning product for use with The SureCoat Roof System and is available through the Approved Contractor. For purposes of general cleaning of the roof, it can be diluted with water.

**ROOF DRAINS:** The drains must be cleaned and free from debris to allow proper drainage of water from the roof. Clogged drains can cause leaks and damage to the roof system. Roof gutters and flashings and all metal work needs to be checked and maintained. Clogged drains, deteriorated roof flashings and gutters will put undue stress on the roof causing premature wear and potential water infiltration problems.

**DESIGNATED WALK AREAS:** Designated walk areas must be established for any equipment maintenance issues and walk pads must be provided for traffic areas. Special attention must be paid to access areas, i.e., roof hatch areas, etc., and such areas must be monitored for wear from foot traffic. Additional walk pads may be necessary for these areas. This warranty excludes any use that is intended for pedestrian, observation and recreational applications.

**EXAMINATION OR INSPECTION:** SureCoat Systems does not practice engineering or architecture. Therefore, SureCoat Systems cannot and does not warrant any review of construction or design plans. The owner is encouraged to retain their own inspectors and/or other roof professionals to review any and all roof designs or modifications. Any roof inspections made by SureCoat Systems or an authorized agent of SureCoat Systems is for the sole benefit of SureCoat Systems.

This warranty is effective upon the receipt of a fully executed original copy at the offices of SURECOAT SYSTEMS, 2940-A East La Jolla Street, Anaheim, CA 92806. The warranty must be fully completed, including issue number, and executed by an authorized agent of SureCoat Systems, the Approved Contractor, and the Building Owner.

**Arbitration & Attorneys' Fees:** All claims and disputes arising under or relating to this Warranty are to be settled by binding arbitration in the State of California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees to the prevailing party. Any such arbitration shall be conducted by an arbitrator experienced in fluid applied roof systems and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Project & Contractor Information			
Project		Approved Contractor	
Project Name:		Name:	
Project Address:		Address:	
Owner:		Contact:	
Address:		Telephone & Fax:	
Telephone & Fax:		<b>SureCoat Systems Representative</b>	
System Description:		SureCoat Systems Representative:	Jeff Cyran
		Address:	2940-A East La Jolla Street Anaheim, CA 92806
		Telephone & Fax:	Cell: (714) 331-9362 Fax: (714) 683-0748 Office: (877) 823-7873

**SureCoat Systems Authorized Representative:**

Carolyn D. Martinson, President

Printed Name

Signature

Date

**Project/Building Owner:**

Printed Name

Signature

Date

**Approved Contractor:**

Printed Name

Signature

Date