



WARRANTY

NO DOLLAR LIMIT SYSTEM WARRANTY

This No-Dollar-Limit ("NDL") System Warranty is issued to the Building Owner by CERTASeal Systems (hereinafter "CERTASeal"), a Delaware Corporation.

WHEREAS, CERTASeal does hereby warrant, certify, and guarantee the full and complete performance of the CERTASeal Cool Roof Restoration and Sealing System, subject to the terms and conditions stated herein, including all system materials and labor furnished. This warranty shall extend to the repair of any system defect, breach, leak, malfunction, or failure, and shall guarantee the watertight integrity and performance of the system for a period of ten (10) years from the date of completion of the system installation ("effective date").

Warranty Number: _____

Building Owner: _____

Company Name: _____

Building Address: _____

City, State, Zip: _____

Effective Date: _____

All system warranty inquiries or claims should be directed to: warranties@certasealsystems.com

TERMS, CONDITIONS, AND LIMITATIONS

This CERTASeal NDL System Warranty applies to commercial and industrial buildings only. There is no dollar limit on covered repairs. The Building Owner shall provide CERTASeal with written notice within ten (10) days of the discovery of any breach or leak in the System. CERTASeal and/or its Contractor's/Agent's shall have the right to inspect the system to determine the cause(s) of any system failure before incurring any obligation hereunder. Any repairs made by third parties or with products or materials other than the appropriate CERTASeal approved product(s) without prior written approval from CERTASeal will render this Warranty null and void. CERTASeal reserves the right to charge a field inspection fee in the amount of \$495.00 in event the cause of the system failure is determined to lie outside of the coverage under this Warranty.

If upon inspection CERTASeal determines that the leak in the roof restoration sealing system is caused by defects arising from CERTASeal products, materials, or workmanship, the owner's remedies and CERTASeal's liability shall be limited to the labor and materials required to repair of the system leak.

This warranty shall not apply to leaks or damage caused by:

1. Damages incurred through flooding, fire, earthquake, tornado, lightning strike, or other acts of God.
2. The installation, erection, or construction of equipment and/or structures upon or through the roofing substrate or the flashing after the date of installation of the CERTASeal Cool Roof Restoration System.
3. Failure of, or repairs made to, the roofing substrate and/or defects in any component of the underlying roofing substrate, flashing, or caused by faulty construction, engineering, and/or design.
4. Application of, or repairs to, substrate and/or flashing after the date of the original installation of the CERTASeal Cool Roof Restoration System.
5. Exposure to chemicals and/or substances, which have been determined by CERTASeal to be harmful to the Cool Roof Restoration System.
6. Acts of negligence, abuse, accidents, vandalism, falling objects, or any other acts beyond the control of CERTASeal.
7. Movement or deterioration of material adjacent to or through the CERTASeal Cool Roof Restoration System.
8. Building Owner or occupant's failure to use reasonable care in maintaining the roof and/or the building.
9. Failure to conduct the CERTASeal Annual Warranty and Maintenance Checklists.
10. Failure to provide a CERTASeal representative with roof and building access to conduct annual inspections of the system wherein any necessary maintenance is performed, as required or in accordance with industry standards.

During the course of this Warranty, CERTASeal shall be provided reasonable access to the roof during regular business hours. CERTASeal shall have no obligation under this Warranty until all payment for installation, materials, supplies, and services have been paid in full to CERTASeal. Failure by CERTASeal at any time to assert or enforce any of the terms, conditions and/or limitations stated herein shall not be construed as a waiver of such provision. CERTASeal only warrants the products and materials utilized in the installation which it has furnished and specifically disclaims any liability, under any theory of law, arising out of the installation and/or performance of, or damages sustained or caused by, products not furnished or approved by CERTASeal.

The Building Owner's remedies as stated herein are the sole and exclusive remedies for any failure of the CERTASeal Cool Roof Restoration System, its products, materials and/or labor. CERTASeal makes no other warranties, either expressed or implied, which extend beyond the face of the statements and guarantees contained herein. CERTASeal specifically disclaims any implied warranties of merchantability of fitness for a particular purpose. This warranty is limited solely to the repair of the Cool Roof Restoration System and does not extend to any incidental or consequential damages suffered to the building upon which the roof is affixed, or to any loss of its contents, rents, profits, or inconveniences caused.

Any claim or dispute between the Building Owner and CERTASeal arising out of this Warranty or relating to any system product, material, or labor supplied or specifically provided by CERTASeal shall be governed by the laws of the State in which the project building is located and shall be resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association. If any provision of this Warranty shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Warranty shall remain in full force and effect.