



# 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 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 of the system for the agreed term beginning from the date of completion of the system installation ("effective date"). This guarantee does not extend to any rooftop equipment, gutters, drainage systems, and/or adjacent structures unless otherwise stated in writing by an officer of CERTASeal.

Warranty Number: \_\_\_\_\_

Building Owner: \_\_\_\_\_

Company Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Effective Date: \_\_\_\_\_

All system warranty inquiries should be directed to: [warranties@certasealsystems.com](mailto:warranties@certasealsystems.com)

## TERMS, CONDITIONS, AND LIMITATIONS

This CERTASeal NDL System Warranty applies to commercial and industrial buildings. 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 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 the leak before incurring any obligation hereunder. Any repairs made with products or materials other than the appropriate CERTASeal approved product(s) without prior approval from CERTASeal will render this Warranty null and void. CERTASeal Systems reserves the right to charge an annual field inspection fee in the event the cause of the leak is determined not to be covered by 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. Structural damages due to fire, earthquake, tornado, lightning strike, or other act of God.
2. The installation, erection, or construction of any additional equipment and/or structure on or through the roofing substrate or the flashing after the date of installation of the CERTASeal roof restoration sealing system.
3. Failure of, or repairs to, the roofing substrate and/or defects in any component underlying the roofing substrate, flashing, or caused by faulty construction and/or design.
4. Application of, or repairs to, substrate and/or flashing after the date of the original installation of the CERTASeal roof restoration sealing system.
5. Exposure to chemicals and/or substances, which have been determined by CERTASeal to be harmful to the Elastomeric Roof Coating 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 roof restoration sealing system.
8. Condensation caused from lack of ventilation and/or insulation.
9. Building Owner or occupant's failure to use reasonable care in maintaining the roof and/or the building.
10. Failure to conduct periodic Warranty Maintenance Checklists.
11. Failure to conduct annual inspections of the system by a CERTASeal representative wherein any necessary maintenance is performed, as required or in accordance with industry standards.

During the course of this Warranty, CERTASeal shall be provided fair and reasonable access to the roof during regular business hours. CERTASeal shall have no obligation under this Warranty until all bills for installation, supplies, and services have been paid in full to CERTASeal Systems. Failure by CERTASeal at any time to assert or enforce any of the terms, conditions and/or limitations stated herein shall not be construed to be 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 performance of, or damages sustained by or caused by, products not furnished or approved by CERTASeal Systems.

Owner's remedies stated herein are the sole and exclusive remedies for any failure of the CERTASeal system product, material 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 roof restoration sealing system and does not include any incidental or consequential damages, of any kind, suffered to the building upon which the roof is affixed, or to its contents, loss of rents, profits, or inconveniences.

Any claim or dispute between the Building Owner and CERTASeal arising out of this Warranty or relating to any material or labor supplied or specifically required by CERTASeal shall be governed by the laws of the State of Delaware 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.