

X-TENDA COAT™ ACRYLIC RESTORATION SYSTEM WARRANTY



Serial No.

Date of Issue:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF X-TENDA COAT CLASSIC ACRYLIC COATING SYSTEM RESTORATION PROJECT:

DATE OF ACCEPTANCE BY VERSICO:

Versico Roofing Systems, Inc., warrants to the Building Owner ("Owner") of the above described building, that; subject to the terms, conditions and limitations stated in this warranty, Versico will repair any leak originating from the X-TENDA COAT Restoration Project or the roof coating accessories in the Versico X-Tenda Coat Acrylic Coating System Restoration Project ("X-TENDA COAT Restoration Project") installed by an authorized applicator for a period of () years commencing with the date of Versico's acceptance of the X-TENDA COAT Restoration Project installation. However, in no event shall Versico's obligations extend beyond () years subsequent to the date of substantial completion of the X-TENDA COAT Restoration Project or any roofing components outside the X-TENDA COAT Restoration Project. See below for exact date of warranty expiration.

The X-TENDA COAT Restoration Project is defined as the X-TENDA COAT Coating and any other X-TENDA COAT Coating Accessories.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice within five (5) days of the discovery of any leak in the X-TENDA COAT Restoration Project. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Versico determines that the leak is covered by this warranty, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak only in the X-TENDA COAT Restoration Project or X-TENDA COAT Restoration Project accessory.
3. This warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:
 - (a) The X-TENDA COAT Restoration Project is damaged by natural disasters, including, but not limited to, lightning, fire, flood, wind, insect damage, mold, earthquake, tornado, hail, hurricanes (as defined by NOAA or national weather service), or other acts of God, or
 - (b) The X-TENDA COAT Restoration Project is damaged by any intentional or negligent acts, accidents, misuse, abuse, excessive traffic, falling objects, damage caused by third parties or other trades, vandalism, civil disobedience, foreign objects, plant or animal life or the like.
 - (c) Deterioration or failure of building components, including, but not limited to, the underlying roofing system(s), the roof substrate, walls, mortar, HVAC units, etc., occurs and causes a leak, or otherwise damages the X-TENDA COAT Restoration Project; or
 - (d) Acids, oils, harmful chemicals and the like come in contact with the X-TENDA COAT Restoration Project and cause a leak, or otherwise damage the X-TENDA COAT Restoration Project.
 - (e) Ponding water
4. This Warranty shall be null and void if any of the following occur:
 - (a) If, after installation of the X-TENDA COAT Restoration Project by an authorized applicator there are any alterations or repairs made on or through the X-TENDA COAT Restoration Project or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden are placed upon or attached to the X-TENDA COAT Restoration Project without first obtaining written authorization from Versico.
 - (b) Failure by the Owner to use reasonable care in maintaining the X-TENDA COAT Restoration Project, said maintenance to include, but not be limited to, those items listed on X-TENDA COAT's Care & Maintenance Information sheet which accompanies this Warranty.
 - (c) Loss of coating adhesion or any damage to areas that pond water for 72 hours after a rain event, or;
 - (d) Loss of coating adhesion or any damage to areas that pond water due to roof top equipment, or;
 - (e) A deficient pre-existing condition or equipment is causing water entry.
 - (f) Condensation accumulates and causes damage in the roof assembly due to changing the roof color from dark to light colors (i.e. black to white), or;
 - (g) Condensation accumulates and causes damage in the roof assembly due to incorrect design or due to reduction in the vapor barrier effectiveness.
 - (h) Water or moisture enters the building through walls, copings, or any part of the building structure.
 - (i) Failure of components in the existing roofing system including, but not limited to: tenting fasteners, existing roofing components become un-adhered.
 - (j) Change in building use.
5. During the term of this Warranty, Versico shall have free access to the roof during regular business hours. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, solar arrays, roof gardens, wind turbines, utilities and other overburden from the affected area as determined by Versico that would hinder or

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impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event the removal of a solar array is required to repair the roofing system.

6. Versico shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the authorized applicator, Versico, or material suppliers.
7. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. Versico shall not be responsible for the cleanliness or discoloration of the X-TENDA COAT Restoration Project caused by ordinary weathering and environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
9. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
10. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the X-TENDA COAT Restoration Project by a Versico representative and fees will apply to any re-issuance. Versico reserves the right, in its sole discretion, to refuse to reissue this warranty.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE X-TENDA COAT RESTORATION PROJECT OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY DIRECT INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY:

AUTHORIZED SIGNATURE _____
THIS WARRANTY EXPIRES: _____