

## X-TENDA COAT™ RESTORATION MATERIAL WARRANTY



WARRANTY NUMBER:

JOB NAME:

JOB ADDRESS:

CITY/STATE/ZIP:

DATE OF ISSUE:

Subject to the following terms and conditions, Versico Roofing Systems, Inc., (VERSICO) warrants to the Buyer that the VERSICO Product (defined below) sold to the Buyer will be free from manufacturing defects at the time of its delivery to the job site.

VERSICO Product is defined as any and all of the following VERSICO materials: coatings, primers, fabrics, adhesives, sealants, additives and any other VERSICO brand Products.

If upon inspection by Versico, the Product evidences manufacturing defects, Versico's liability and Buyer's remedies are limited, at Versico's option, to the repair or replacement of the defective product at the F.O.B. point in the original contract of sale.

Versico further warrants that the Product will not prematurely deteriorate to the point of failure because of weathering for a period of \*\* years from the date of sale if properly installed, maintained and used for the purpose for which Versico intended.

Buyer shall give Versico notice of a claim under this warranty within thirty (30) days of discovering the premature deterioration of the product.

If upon inspection by Versico, the Product shows premature deterioration because of weathering within the \*\* year period stated herein, Versico's liability and Buyer's remedies are limited at Versico's option to the providing of repair product for the original product or credit to be applied towards the purchase of a new product, the value of these remedies being determined by Versico based upon the number of remaining months of the unexpired warranty used to pro rate at the current prices for the product. The maximum pro rated value allowed by Versico for repair or credit shall not exceed the original product purchase price.

Versico shall not be responsible for the cleanliness or discoloration of the product caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

This Warranty shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. In the event of any claim arising out of or relating to this Warranty, the parties agree that reasonable efforts will be made to settle that claim through dialog and negotiation prior to the initiation of any proceeding. If such efforts fail to resolve all outstanding claims, the parties agree to then submit all claims arising out of or related to this Warranty to a mutually agreeable mediator in an effort to resolve the dispute without the necessity of litigation. The parties will bear the costs of such mediation equally. Should the mediation prove unsuccessful, the parties agree that the exclusive venue for all claims arising out of or related to this Warranty shall be in either the Court of Common Pleas of Cumberland County or the United States District Court for the Middle District of Pennsylvania. Each party expressly consents to the jurisdiction and venue of these identified courts.

**NO REPRESENTATIVE OF VERSICO HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

**THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.**

DATE:

AUTHORIZED SIGNATURE