



## Tucson Rubberized Coatings, Inc.

### FOREVER-COAT Silicone Roof Coating Limited Product Warranty

Products:

Product No. 990 Forever-Coat Roof Coating

Product No. 980 Forever-Coat Roof Coating

| Product          | Warranty Term | Application Rate  | Wet Mils | Dry Mils | Warranty Term | Application Rate    | Wet Mils | Dry Mils |
|------------------|---------------|-------------------|----------|----------|---------------|---------------------|----------|----------|
| 980 Forever-Coat | 15 Years      | 2 gal/100 sq. ft. | 32       | 23       | 25 Years      | 2.5 gal/100 sq. ft. | 40       | 28       |
| 990 Forever-Coat | 20 Years      | 2 gal/100 sq. ft. | 32       | 30       | 30 Years      | 2.5 gal/100 sq. ft. | 40       | 38       |

#### LIMITED PRODUCT WARRANTY

Tucson Rubberized Coatings, Inc. ("TRC", "we" or "our") warrants to Customer ("Customer") only that, for the duration of the warranty period specified above ("Limited Warranty Period"), the FOREVER-COAT Product specified above ("FOREVER-COAT Product") is free of defects, since many factors which affect the results obtained from this product - such as weather, workmanship, application, equipment utilized and prior condition of the substrate - are all beyond TRC's control; therefore, TRC cannot guarantee results of the application of the FOREVER-COAT Product including, but not limited to: appearance, watertightness, adhesion, mechanical strength and suitability of the substrate. The substrate to be coated must be structurally sound and have reasonable life expectancy prior to being coated.

Subject to the terms and conditions in this FOREVER-COAT Roof Coating Limited Product Warranty ("Limited Warranty"), if any FOREVER-COAT Product is proved to have a material defect during the Limited Warranty Period, provided it has been applied in accordance with TRC's written directions for uses we recommended as suitable for this FOREVER-COAT Product, Customer's sole and exclusive remedy shall be, at TRC's sole discretion, refund of purchase price or replacement of any defective FOREVER-COAT Product. TRC reserves the right to verify the alleged defect prior to commencing warranty service. TRC is not liable for any other costs including labour, shipping, disposal or other non-FOREVER-COAT Product materials that may be necessary to make the necessary repairs, without limitation. The Customer's remedies shall be limited to those set out in this Limited Warranty. Proof of purchase must be provided. This Limited Warranty is void if the FOREVER-COAT Product is coated over, patched, painted, or covered in any way with any product other than this coating or products approved by TRC.

**THE WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO ALTER OR VARY THE TERMS SET FORTH HEREIN. ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS ARE DISCLAIMED.**

#### WARRANTY PROCEDURES

- Any claim under this Limited Warranty shall be made in writing by the Customer to TRC within 30 days of the discovery of the potential defect ("Notice Period"). Before commencing warranty service, TRC shall require proper evidence that the FOREVER-COAT Product was correctly applied and maintained in accordance with the terms of the Data Sheet and this Limited Warranty. Failure to notify TRC of any potential claim within the Notice Period shall void this Limited Warranty for that claim. TRC shall have no liability under this Limited Warranty at any time after the expiry of the Limited Warranty Period.
- In the event of damage to or failure of the FOREVER-COAT Product caused by any of the occurrences listed in EXCLUSIONS AND LIMITATIONS below, Customer shall, at its own expense, properly repair such damage or failure and notify TRC in writing.
- Customer shall allow TRC at its option, to periodically inspect, or have inspected, the FOREVER-COAT Product and any other areas it determines necessary. Any such inspections shall be for TRC's benefit and TRC shall have no duty or obligation to Customer relating thereto. However, TRC will advise Customer if any such inspection detects the existence of any damages listed in EXCLUSIONS AND LIMITATIONS below.
- This Limited Warranty is expressly conditioned upon notification by Customer to TRC in writing within the Notice Period of any claims for repairs required under terms of this Limited Warranty so that an inspection by TRC or its representative, at its option, may be made. This Limited Warranty shall automatically become void if TRC is not allowed to perform inspections and/or TRC's reasonable recommendations are not followed.
- Where TRC supplies FOREVER-COAT Product for replacement or repair, the Customer shall be responsible for all other costs including any other non-FOREVER-COAT Product materials and the labour necessary to make the necessary repairs, without limitation.
- Customer's failure to pay, when due, the full price for the FOREVER-COAT Product voids this Limited Warranty.
- The terms and conditions of this Limited Warranty shall in all cases take precedence over any terms and conditions in any purchase order, invoice or other agreement or document relating to the FOREVER-COAT Product.
- This Limited Warranty applies to the Customer and is not transferrable or assignable in any manner whatsoever.
- The technical and application information herein is based on the present state of our best scientific and practical knowledge. As the information herein is of a general nature, no assumption can be made as to a product's suitability for a particular use or application and no warranty as to its accuracy, reliability, or completeness either expressed or implied is given other than those required by law. The Customer is responsible for checking the suitability of products for their intended use. Data sheets are updated on a regular basis; it is the Customer's responsibility to obtain and to confirm the most recent version. Information contained in this data sheet may change without notice.

#### EXCLUSIONS AND LIMITATIONS

- TRC shall not be liable for damage to the substrate, to the structure or to the contents of the structure or for any personal injury or property damage suffered by the Customer or any other person.
- TRC shall not be liable for performance or lack of performance of any materials used in conjunction with the application of the FOREVER-COAT Product.
- TRC is not liable for damage to or defect or failure of the FOREVER-COAT Product under this Limited Warranty caused by, due to or resulting from:
  - an application that was not completed strictly in accordance with TRC's application instructions for the FOREVER-COAT Products;

- b. FOREVER-COAT Products which have not been stored, handled, used or maintained in accordance with normal practice or written instructions provided by TRC (including, without limitation, TRC's application guidelines, technical data sheets, and safety data sheets);
  - c. improper or faulty building design or construction on which the FOREVER-COAT Product is directly or indirectly applied;
  - d. structural defects, settlement, distortion, cracking or failure of the substrate or surface over which the FOREVER-COAT Product is applied, or inadequate performance of products not manufactured or sold by TRC;
  - e. damage or compromise of the FOREVER-COAT Product if the roof is altered after initial installation of the FOREVER-COAT Product, whether any such alteration is by structural additions, changes or replacement or overburden and other equipment installations, including but not limited to HVAC equipment, aerials, signs, water towers, fan housings, air conditioning equipment, television or cell phone antennas, solar panels and skylights), except where a written request has been sent to and written approval obtained from TRC in advance of such alterations or installation. In order not to void this Limited Warranty, any alterations to the FOREVER-COAT Product must be performed by an authorized TRC applicator with written permission from TRC for such alterations;
  - f. improper draining, infiltration or condensation of moisture in, through, or around roofing, flashing, building structure, underlayment or surrounding material or insufficient or improper ventilation;
  - g. Customer's (or Customer's customer) failure to exercise reasonable care in maintaining the FOREVER-COAT Product or roofing system of which it forms a part, including without limitation failing to follow recommended maintenance programs;
  - h. lightning, earthquake, fire, hurricane, tornado, hail, fire, flood or any other act of God, Acts of war, terror, civil disturbances, riots, government requests, restrictions, laws, regulations, orders or actions, default or delay of suppliers, acts of Customer, or unforeseen circumstances beyond TRC's control or other force majeure events, impact of foreign objects, vandalism or for any cause for which standard insurance policies may provide coverage;
  - i. exposure to or reactions with chemicals, including but not limited to radiation exposure, greases, solvents, oils, or other chemicals;
  - j. abuse or mistreatment of the FOREVER-COAT Products or any other component of any roofing system;
  - k. settlement, movement, deflection, warpage, distortion, displacement or other failure of the structure;
  - l. cracks, breaks or openings in the substrate to which the FOREVER-COAT Product was applied;
  - m. alterations, additions, objects placed on or installations made on the finished coating surface without TRC's prior written approval;
  - n. accident, abuse, misuse, penetration, damage or attack by individuals, foreign objects, chemicals (including corrosion caused by or resulting from acids, chemicals or other caustic substances), animals or plant life;
  - o. failure to store, apply, use, maintain or handle the FOREVER-COAT Product in accordance with the data sheet or this Limited Warranty; or
  - p. modifications, alterations, service or repairs to FOREVER-COAT Product.
4. The Customer is required to use the structure upon which FOREVER-COAT Product is applied in accordance with its intended use and applicable laws, regulations and standards. Any failure to do so voids this Limited Warranty, unless first approved by TRC in writing.
5. TRC is not liable for any special, consequential, punitive, incidental or indirect damages whatsoever (including without limitation loss of revenue or profits or loss of use of structure, plant or equipment) whether in contract, in tort (including negligence) or otherwise. Customer waives any claims against TRC for such special, consequential, punitive or indirect damages. The total liability of TRC to the Customer in contract, tort or otherwise resulting from or arising in connection with FOREVER-COAT Product shall, under no circumstances, exceed the amount actually paid to TRC for the FOREVER-COAT Product. TRC SHALL HAVE NO LIABILITY OF ANY KIND BEYOND PRODUCT REPLACEMENT OR REFUND (AS SET OUT HEREIN), INCLUDING FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECTS OR ANY DELAYS CAUSED BY REPLACEMENT OR OTHERWISE. THIS LIMITED WARRANTY PROVIDES CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCT.
6. To the extent that any part of this Limited Warranty is determined unenforceable under the law of the place of purchase of the product, that part is severed and the remainder of these terms remain in full force and effect. To the extent permitted by law, the duration of any implied warranties is limited to the duration of TRC's express warranty.