



PREMIUM COATING SYSTEMS

Silicone Roof Coating Restoration (RCR)
Watertight Labor & Material Warranty

Building Name & Address:

Building Owner:

Roof Size:

CLA Name & Address:

Completion Date:

Warranty Period:

Warranty #:

Progressive Materials, LLC (hereinafter referred to as PM) warrants to the owner that for a period of years from the completion date listed above, the PM Silicone Roof Coating (RCR) will not leak water into the building due to:

- 1. Splits or breaks in the RCR Membrane due to ordinary wear and tear by the elements, or
- 2. Improper workmanship in the installation of the PM products.

PM shall for the term of this warranty repair any such leaks at no cost to the owner upon proper installation of the PM products by a Certified Licensed Applicator in accordance with PM installation guidelines.

Exclusions and limitations to this warranty shall include:

- 1. PM shall not be liable for any damage caused to the substrate or any underlying materials.
- 2. PM shall not be liable for the contents of the structure, or for consequential or incidental damage, whether in contract or in tort, including negligence. PM shall not be liable for, and Owner expressly waives any claims against PM for such direct, indirect or consequential damages.
- 3. PM shall not be liable for any discoloration or change in visual appearance due to the accumulation or streaking of dirt or other airborne materials deposited on the roof surface from the atmosphere or from any bleed-through from which materials the coating was applied.
- 4. PM shall not be liable for damage or failure of the RCR Membrane caused by or due to:
 - a. Lightning, earthquake, hurricane, tornado, windstorm, hail, fire, or other acts of God.
 - b. Settlement, movement, deflection, warpage, distortion, displacement or any other failure of the structure or the failure of any component under the RCR Membrane.
 - c. Cracks, breaks, or openings in the substrate to which the RCR Membrane was applied.
 - d. Alterations or additions to, encroachment upon, or erections of structures on the RCR Membrane unless performed by a PM Certified Licensed Applicator, or any use of the PM Roof System other than for its intended purpose. Any repairs or alterations performed on the PM Roof System other than by a PM Certified Licensed Applicator or with any materials not recommended by PM shall immediately void this warranty.
 - e. Penetrations, vandalism, damage or attack by individuals, foreign objects, chemicals, animals, or plant life.
 - f. The use of the finished roof surface for walking areas or recreation areas or other unusual activities or unintended uses.
 - g. Failure of the owner to use reasonable care in maintaining the roof system. This shall include inspecting the system twice per year and performing maintenance as required in accordance with industry standards. Owner must maintain complete maintenance records including inspection reports, reported problems and repairs completed. Failure to properly maintain the roof system may void this warranty.
 - h. Leaks due to infiltration of moisture through walls, copings, flashings, or any other part of the building structure except the PM Roof System; or
 - i. Moisture, or condensation, within the roofing system because of vapor drive or improper design.
- 5. In no event shall PM's liability under this Warranty exceed the original amount of the contract between the Certified Licensed Applicator and the Owner for the cost of the roof system.

Owner Obligations

- 1. In the event of a roof leak, owner shall within 48 hours of the event, notify PM in writing.
- 2. Owner hereby gives PM the right to inspect or have inspected the PM Roof System and/or other areas specified for both covered and excluded roof failures.
- 3. Owner will immediately authorize implementation of PM repair recommendations for both covered and excluded PM Roof failures and will immediately confirm this authorization in writing.
- 4. Should any investigation or inspection reveal the cause of a reported leak to be outside of the scope of coverage under this Warranty, then all such investigation and inspection costs shall be paid by the Building Owner, failure to do so will immediately void this Warranty.
- 5. Owner shall pay all costs of repairing any excluded PM Roof System failures.
- 6. The owner is responsible for removing/reinstalling any obstructions covering the roof, including but not limited to solar panels, roof top equipment, traffic systems, pavers, etc., which could prevent roof repairs from being completed.

Warranty Transfer

This warranty is transferable with notice via certified mail prior to sale of the property, PM's satisfaction of the intended use of the building by the new owner and receipt of a \$500 transfer fee within 30 days of the sale of the property.

Arbitration

Any claim controversy between or among the parties arising out of or relating to the PM Roof System described herein shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.

Owner or Owner's Representative signature constitutes acceptance of all terms and conditions of this warranty. Warranty is not in effect unless signed by an authorized PM representative and all invoices have been paid in full to PM and the Certified Licensed Applicator. Owner or Owner's Representative shall immediately execute this warranty and return to PM. Failure to do so within 120 days of receipt shall void this warranty.

Owner/Owner's Representative

Manufacturer Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date