



# ProGuard 9600

## Roof Restoration Warranty: 15-Year

Building Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Roof Size: \_\_\_\_\_  
Warranty No: \_\_\_\_\_  
Approved Applicator: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### ROOFING LIMITED LABOR & MATERIAL WARRANTY

ProGuard Group (“ProGuard” or the “Company”) produced and sold a silicone coating grade ProGuard 3500 series (the “Product”) for the project referenced above (the “Project”). The Product(s) offers a variety of physical characteristics. Specifically, ProGuard Group warrants to the building owner (the “Owner”) for a period of **fifteen (15) years** from the date of substantial project completion, **(date)** (the “Warranty Period”), Product will perform as a watertight weatherseal coating. This Limited Warranty covers only the products supplied and extends to you the Owner and may be conveyed to you by one of our authorized distributors, and may be transferred to subsequent owners for the term of the warranty. ProGuard does not warrant the design of the Project, nor the workmanship with which the Product is used or applied by others, nor the suitability or performance of any Project components, including substrates, other than the Product specified above. In order to obtain this Roofing System Limited Warranty for the Product used, Owner and Applicator agree to the following with respect to the Project referenced above:

- (a) The Product is applied in strict compliance with ProGuard Group’ published application procedures, including all requirements set forth in its current Product Data Sheet and the Guide Specifications and Requirements; and
- (b) The Product is used with the substrate and/or materials which have been verified for compatibility and adhesion based on on-site review or testing and such substrate and/or materials are representative of the substrate and/or materials actually treated or used in the Project; and
- (c) The application of the Product is completed in accordance with the project drawings and/or specifications; and

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- (d) Field Tests are made and documented verifying adhesion under site conditions consistent with proper application, and the areas tested are representative of the substrate treated in the rest of the Project; and
- (e) Invoices from ProGuard or one of its franchised distributors are supplied upon request to ProGuard indicating a sufficient quantity of the Product has been purchased for the Project as determined using ProGuard's published application guidelines and procedures; and
- (f) The Limited Warranty only applies to use of PG 9600 Product(s) on institutional, commercial, industrial, and high-rise/multi-family residential buildings; and
- (g) The Product is applied within its stated shelf life.

This Limited Warranty shall become null and void if materials are substituted for those listed on the Warranty Pre-Approval and Application without ProGuard's prior written approval of the substitute materials for compatibility and adhesion.

#### EXCLUSIONS AND LIMITATIONS

ProGuard Group ("ProGuard" or the "Company") shall not be liable under this agreement or otherwise for damage due to:

1. Fire, cracks, or openings in the Roofing System substrate: settling, distortion, or other failure of the building structure; faulty, defective or improper building or structure design; natural causes including but not limited to floods, lightning, wind storms, hail, cyclones, hurricanes, tornadoes, earthquakes or other Acts of God or extraordinary or unusual events; or
2. Vandalism, Air / Water penetration through pinholes/cracks or any part of the building greater than 1/16" in width at its widest point or joint areas not adequately treated or finished, physical abuse; damage or attacks by third parties, foreign objects or agents, including plant or animal life; or
3. Damage that is caused by snow or ice removal or improper cleaning procedures; or
4. Alterations or additions to, encroachment upon, or erection of structures on Roofing System unless performed by an Approved Applicator or otherwise approved in advance in writing by ProGuard; or any use of the Roofing System other than for its intended purpose; or
5. Failure to comply with the conditions specified in paragraphs A through G above; or

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6. Color changes (fading, staining), natural weathering, due to the accumulation of dirt or other contaminants deposited on the Roof from the atmosphere, or from incompatible substrates; or
7. Temporary repairs to the Roofing System made by non ProGuard approved personnel;
8. This limited warranty does not extend to costs associated with removal of any obstructions from the affected area that would hinder or impede repair of the Roofing System, or lift equipment necessary to gain access to the Roofing System. Any such costs shall be OWNER's soleresponsibility.
9. This Limited Warranty becomes effective only upon payment in full to ProGuard, its Distributor, and the Approved Applicator for all products and labor applicable to the project; or
10. Failure of the Owner or Lessee to use reasonable care in maintaining the roof. Said maintenance to include, but not limited to those items listed on this document.

#### REMEDIES

In the event of a claim under this limited warranty, you must notify ProGuard within 30 days of the discovery of the claimed defect and provide ProGuard with the opportunity to inspect the claimed conditions before any modification, alterations or changes in or to such material have been made. In the event that, following such inspection, it is determined that the Product failed to comply with this limited warranty, ProGuard shall be responsible for the cost of replacement Product and the Labor to complete the repairs. No repairs or replacement of the Product shall result in extension of the Warranty Period. Any measurement of the "Covered Conditions" shall be made according to ProGuard's standard procedures.

**PROGUARD SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE STRUCTURE OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS LIMITED WARRANTY IS IN LIEU OF, AND PROGUARD EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER STATUTORY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.**

The obligations set forth shall constitute the sole and exclusive liability of ProGuard, and remedy the Owner, for the Roofing System, its application, maintenance, repair and replacement. In no event, whether based on contract, warranty, negligence, strict liability or otherwise, shall ProGuard be liable for expenses for other work, loss or profit, and special,

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consequential, incidental or exemplary damages of any nature.

All obligations will terminate and Owner shall be responsible for ALL damages if OWNER fails to follow WARRANTY SERVICES PROCEDURES set forth below.

#### WARRANTY SERVICE PROCEDURES

- a) Owner will immediately notify ProGuard and Approved Applicator of any claimed roof system failure.
- b) Owner will confirm oral notice of claimed roof system failure(s) to ProGuard in writing by certified mail to PROGUARD PRIOR TO THE WARRANTY EXPIRATION DATE.
- c) Owner hereby gives ProGuard the right to inspect or have inspected the System and/or other areas specified for both covered and excluded roof system failures and will immediately confirm this authorization in writing.
- d) Owner shall pay cost of repairing ALL excluded roof system failures.

#### TRANSFER OF WARRANTY

The unexpired portion of this limited warranty may be transferred to a subsequent owner of record only during the warranty period. To affect a transfer of this warranty, OWNER must notify ProGuard in writing of the transfer within 30 days of the effective date of the change of ownership and must pay a fee of \$500. Any requested transfer of this warranty is expressly subject to (1) the completion by ProGuard or designated party and Approved Applicator of a full inspection, unrestricted by the OWNER, of the premises constituting the project building(s) named on this warranty; and (2) the completion of any and all repairs by the OWNER which are deemed necessary by ProGuard and/or Approved Applicator, in their sole discretion, following such inspection; and (3) if ProGuard acknowledges in writing transfer of this warranty to the new Owner.

This Limited Warranty for the specific Project identified above is in lieu of all other warranties issued by ProGuard regarding the performance of the Product, specifically but not limited to the current Standard Terms and Conditions of Sale, Specification Data Sheets and any and all written or oral communication regarding product test(s) or plan review(s). Other than as indicated above, ProGuard's Standard Terms and Conditions of Sale remain in effect.

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### Arbitration

Any claim or controversy between or among the parties arising out of or relating to the application 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 into a court having jurisdiction.

**Note: Warranty not in effect unless signed by a representative of ProGuard Group and by Owner and Approved Applicator of record; ProGuard signing last.**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Approved Applicator

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ProGuard Group

\_\_\_\_\_  
DATE

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### Maintenance

Immediately after a major storm and/or after the roof has been accessed for maintenance repairs to AC units, satellites, antennas, etc., all areas should be inspected, including transition areas, flashings, vents, skylights and coping/parapets. In addition ALL gutters, scuppers and drains must be clean and free flowing.

If a tear or puncture hole is found, a 2" area should be cut away around the damaged area, if possible, and then filled with PG 9600 Roof Coating, ProGuard Seam Sealer and/or GE UltraSpan. To ensure proper and expected future performance, it is imperative that all ProGuard Silicone Roof Coating preparation instructions and application techniques are followed. Using other methods or materials that are not approved may void the warranty.

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