



July 28, 2016

Attention:

Project:

STANDARD WARRANTY FOR: PROGUARD 9600

ProGuard Group (“ProGuard” or the “Company”) produced and sold a silicone coating grade(s) ProGuard 9600 (the “Product”). These Product(s) offers a variety of physical characteristics. Specifically, ProGuard Group warrants, that the product selected for the project referenced above (the “Project”), subject to be delivered hereunder, will be the kind designated and will, if properly stored, installed and applied, at the referenced project to be of good quality and will furnish sufficient replacement product material to restore the integrity of any product which is proven defective during the warranty period of **ten (10) years** from the date of substantial project completion **DATE** (the “Warranty Period”), provided that the Product was installed and applied according to the ProGuard Group’s current Product Sheet(s), and used within 12 months of shipment by the Company, and, written notice of such defect is received by the Company from the Purchaser in writing within 30 days of any alleged defect and the Company is afforded opportunities to inspect any areas at such time as may be reasonable.

ProGuard Group 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 Limited Warranty for the Product used, you agree to the following with respect to the Project referenced above; or Natural causes, such as lightning, earthquake, hurricane, tornado, hail, fire, etc.; or Movement of the structure resulting in stresses on the Product which exceed ProGuard Group’s published specifications for elongation and/or compression for the Product, whether due to structural settlement, design error or construction error; or Disintegration of the underlying substrates, or mechanical damage to the Product caused by individuals, tools, or other outside agents; or Changes in appearance of the Product from the accumulation of dust, dirt or other contaminants; or Air / Water penetration through pinholes or cracks or joint areas not adequately treated or finished; or Defects or damages arising from or worsened by Owner’s failure to use reasonable care in inspecting and maintaining the Product in accordance with Momentive Performance Material’s instructions and good maintenance practices.



No other warranty except of title, shall be implied. The conditions of any tests designed to resolve any alleged breach of warranty shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all such tests that may be made. The liability of the Company (except as to title) arising out of the supplying of the said Product, or its use, whether on warranties, contract, negligence or otherwise shall not in any case exceed sufficient product to restore the integrity of any product which is proven defective upon expiration of the applicable warranty period specified herein all such liability shall terminate.

THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE AND EXCLUSIVE LIABILITY OF THE COMPANY. THE WARRANTIES STATED IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE) WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE.

Note: Warranty not in effect unless signed by a representative of ProGuard Group

ProGuard Group
Construction Products

DATE