



## GE Enduris™ Silicone Roof Coatings Labor & Material Warranty

Warranty number			
Building Description			
Building Address			
Building Owner Name			
Building Owner Address			
Building Owner Phone & Email			
Applicator Name			
Applicator Address			
Applicator Phone & Email			
Product Used	Enduris 3500	Warranty Period	10/15/20 years from Warranty Start Date
Coating Thickness	21/28/36 mils	Warranty Start Date	XX/XX/20XX
Roof Area		Warranty End Date	

### **WARRANTY**

Subject to the conditions, exclusions and limitations set forth in this document, Momentive Performance Materials USA LLC (“Momentum”) warrants to the Building Owner that, for the duration of the Warranty Period, the GE Enduris roof restoration coating (the “Coating”) used with other Momentive roofing products (basecoat, topcoat, primers, liquid flashing, reinforcing fabric, or sealants; together with Coating, the “Roofing Products”) will be free from manufacturing defects and will perform as a watertight membrane from rain, snow or other precipitation (the “Warranty”). This Warranty only applies when the Roofing Products are installed by an Authorized Applicator (“Applicator”) and only covers defects in, deterioration of, or improper installation of the Momentive Roofing Products.

Building Owner authorizes and permits Momentive, the Applicator, or a Momentive third party inspector (determined at Momentive’s sole discretion) to inspect the Building (i) at various intervals during the Warranty Period and (ii) before any modifications, alterations, repairs or other changes to the Building’s roof are made. Building Owner acknowledges that they are responsible for maintenance of the roof.

### **WARRANTY CLAIM PROCEDURES AND REMEDIES**

Immediately upon discovery of any claimed failure of the Coating, but in no case longer than 30 days from discovery, the Building Owner will notify both the Applicator at the phone number and address above and Momentive Warranty Administration at 800-428-7964 or [roofwarranties@momentive.com](mailto:roofwarranties@momentive.com). Building Owner must promptly follow any verbal notice with a written notice to the Applicator and Momentive. Failure to notify Momentive Warranty Administration in writing of any claimed failure of the Coating within 30 days of discovery will void the Warranty.

If Momentive determines that the Coating failed to perform in accordance with this Warranty, Momentive shall replace the Coating at its expense and pay for the necessary material and labor costs required, up to a maximum lifetime amount equal to \$1.00 USD per square foot of the total warranted roof area. The Applicator is the only party authorized to make repairs and shall provide and pay for the labor and incidental costs to install the replacement Coating for valid Warranty claims that occur during the first (2 or 5) years of the Warranty Period. This remedy is the Building Owner’s exclusive remedy for breach of Warranty. Momentive has no liability for any alleged or actual negligence or willful misconduct of the Applicator. Provided a Warranty claim is filed timely, Momentive’s Warranty obligation to replace and repair shall not extend beyond 6 months from the Warranty End Date. Building Owner shall be responsible for, and Momentive will have no liability for, inspection and repair costs related to any causes not covered by this Warranty. Building

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Momentum Performance Materials USA LLC. 260 Hudson River Road, Waterford NY 12188 Roof warranty line: 800-428-7964

Owner shall be responsible for all costs to move any rooftop equipment or above-membrane material, temporary or permanent, which requires removal prior to investigation or repair of a suspected roof leak. Failure of the Building Owner to pay for such inspection and repair costs will void the Warranty.

### **EXCLUSIONS AND LIMITATIONS**

Momentive shall not be responsible or liable under this Warranty for any of the following exclusions or limitations:

1. Fire, cracks, blisters, delamination, deficiencies, or openings in the underlying roofing system or substrate onto which the Coating is installed; damage to the roof assembly, substrate or structure resulting from lack of positive, proper or adequate drainage; settling, distortion, or other failure of the building structure; faulty, defective or improper building or structure design; coatings, primers, spray polyurethane foam, insulation or boards manufactured by other companies unless specifically accepted and approved by Momentive in writing in advance for the roof project.
2. Water from condensation that accumulates under the roof Coating, leaks in plumbing or air conditioner condensation pans or piping, or leaks through windows or wall systems.
3. Natural causes including, but not limited to, damage as a result of Acts of God including floods, lightning, wind storms, hail, hurricanes, tornadoes, earthquakes or other extraordinary or unusual events.
4. Vandalism; physical abuse; damage created by wind driven objects and debris, air/moisture/water penetration through pinholes or cracks or joint areas in the structure not adequately treated or finished; damage or attacks by third parties, foreign objects or agents, including plant or animal life.
5. Alterations or additions to, encroachment upon, or erection of structures or installation of vegetated features on the roofing system unless performed by Applicator and approved in advance in writing by Momentive; or any use of the roofing system other than for its intended purpose.
6. Damage to or failures caused by existing or newly installed over-structures or overburdens (e.g., solar panels, HVAC equipment, telecommunication dishes or antennas, etc.).
7. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, fertilizer manufacturing, paper plant, aviation fuel or the like, or other corrosive materials of any other type.
8. Failure of the Building Owner to use reasonable care in maintaining the roof including, but not limited to, items listed on the Owner Care and Maintenance Information sheet attached to this Warranty, and failure to maintain accurate roof maintenance records and provide such records to Momentive within 48 hours of a request.
9. Color changes (e.g., fading, staining), natural weathering due to the accumulation of dirt or other contaminants deposited on the Building roof from the atmosphere, or from incompatible substrates.
10. Except for "emergency" situations, any repairs to the roof Coating or the underlying roofing system made by unauthorized Applicator or any non-Momentive approved personnel. Any repairs made by an unauthorized Applicator or non-Momentive approved personnel will void this Warranty. For this section, an "emergency" is defined as any warrantable deficiency within the control of the Building Owner that, if not attended to immediately, would likely result in imminent and substantial damage to the Building, or would likely represent an imminent and substantial risk to the health and safety of its occupants. Momentive must be promptly notified in writing of any "emergency" repairs to the roof Coating or the underlying roofing system made by unauthorized Applicator or any non-Momentive approved personnel.
11. Failure by Momentive to enforce any of the provisions or terms of this Warranty shall not be considered a waiver of such provisions or terms, and Momentive reserves the right to enforce any or all of these terms.
12. Products that are not manufactured and sold by Momentive are excluded from Warranty coverage.
13. Momentive architectural coatings (Optic and Silshield) are excluded from this Warranty.
14. The specific areas of the roof detailed as follows, which are excluded from warranty coverage:

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**MOMENTIVE SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE STRUCTURE, CONTENTS OF THE STRUCTURE, OR ANY OTHER PROPERTY, INJURY TO PERSONS, OR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. THIS LIMITED WARRANTY IS IN LIEU OF, AND MOMENTIVE EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER STATUTORY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. Momentive shall not be liable for any attorney fees or other costs associated with any Building Owners' attempt to enforce the terms of this Warranty.**



**TRANSFER OF WARRANTY**

This Warranty is transferable only (1) to a new owner of the Building; (2) if Momentive is notified at least 30 days before a transfer/sale; (3) if Momentive is satisfied that the intended use of the property by the transferee will not impair the roof restoration coating; (4) if Momentive inspected the roof’s maintenance and condition, which must be reimbursed by the Building Owner; and (5) if Momentive acknowledges and agrees in writing to the transfer of this Warranty to the new Building Owner. During the Warranty transfer request and process, Momentive reserves the right to modify the Warranty (i) by converting from a Labor and Material Warranty to a Product Warranty or (ii) to exclude specific areas of the roof. A transfer fee will apply. Any requested Warranty transfer must meet these requirements and be registered with Momentive or the Warranty will be void.

**GOVERNING LAW**

The law of the State of New York (USA) shall govern this Warranty, without application of its conflicts of law provisions.

**Note:** This Warranty is not in effect until signed by the Applicator, Building Owner and Momentive. Momentive shall have no obligation under this Limited Warranty during any period when Building Owner has any outstanding invoices for materials, installation, services, supplies or warranty fees, owed to Momentive, a supplier of Momentive material, or the Applicator.

<b>Applicator Name:</b>	Date:
Signature:	Title:

<b>Building Owner Name:</b>	Date:
Signature:	Title:

<b>Momentive Performance Materials USA LLC</b>	Date:
Signature: <b>SAMPLE ONLY</b>	Title:

**GE Silicones Enduris™ Silicone Roof Coatings Labor & Material Warranty  
OWNER CARE & MAINTENANCE INFORMATION SHEET**

You have made a significant investment in your roof. To aid your roof's longest life, best performance, and to maintain Warranty coverage, routine maintenance is essential. The following items are offered to assist you in maintaining the waterproof condition of your roof for many years and must be followed to keep your Warranty in force. Failure to properly maintain your roof and to keep appropriate records related to such maintenance may void your warranty.

**Be advised that many Momentive Authorized Applicators offer roof maintenance programs. Inquire with your Momentive Authorized Applicator for additional information.**

**INSPECT** your roof at least twice per year (e.g., Spring / Fall) and after severe storms. Pay particular attention to:

1. **DEBRIS:** Remove all debris from the roof. Cut back trees and vegetation that hang over the roof.
2. **DRAINAGE:** Roof slope must allow water to flow off the roof and avoid overloading the roof with ponded water. All drain areas should remain clean and free of debris to allow water to properly flow to the drain.
3. **ROOF MAINTENANCE ITEMS:** Counter-flashings, metal curbs, drains, equipment and curbs, skylights / roof hatches, pipes, etc. must be properly maintained and kept in a sealed and watertight condition at all times. Temporary repairs can be made with a 100% silicone sealant or patch material, such as Enduris™ Roof Sealer or Enduris™ Liquid Flashing that are fully compatible with the Enduris coating. **DO NOT USE ROOFING CEMENT OR OTHER SEALANTS THAT ARE INCOMPATIBLE WITH SILICONE.** Notify Applicator and Momentive **IN WRITING** in advance of any such repairs.
4. **NATURAL OCCURRENCES AND VANDALISM:** Damage as a result of Acts of God or damage or attacks by third parties, foreign objects or agents, including plant or animal life. Temporary repairs can be made per #3 above. Notify Applicator **IN WRITING** in advance of any such repairs.
5. **WALKWAYS:** Walkways must be installed and utilized if there is regular foot traffic and/or if rooftop equipment requires regular maintenance. Contact Applicator for specific recommendations. Exercise **CAUTION** when walking on the roof, as ice or wet areas may not be readily visible.
6. **NEW EQUIPMENT:** If new equipment is to be installed (i.e. HVAC units, TV antennas, solar panels, etc.) or if any other **PHYSICAL** alterations will be made to your roof, **YOU MUST** contact Applicator and Momentive Warranty Administration at [roofwarranties@momentive.com](mailto:roofwarranties@momentive.com) in writing **BEFORE PROCEEDING**.
7. **CHEMICALS:** Be aware of chemicals that may be deposited on the coating from air conditioning service or emissions from manufacturing operations. Contact Momentive for chemical compatibility with silicone rubber.

**IF YOU EXPERIENCE A LEAK – CHECK FOR THE OBVIOUS ITEMS**

Make sure that the leak is NOT caused by faulty or defective plumbing, metal duct work, skylights, roof hatches, curbs, or other items **BEFORE** contacting Applicator. Once you are reasonably sure that a problem with the roof materials is the potential cause of the leak, immediately contact the Applicator and Momentive Warranty Administration.

Please remember that **THE COST TO MOVE OR REMOVE OVERBURDENS/STRUCTURES ON THE ROOF TO INVESTIGATE AND/OR REPAIR A LEAK IS THE SOLE RESPONSIBILITY OF THE BUILDING OWNER. IN ADDITION, THE COST OF INVESTIGATION AND REPAIR OF LEAKS OUTSIDE THE SCOPE OF THE WARRANTY IS THE SOLE RESPONSIBILITY OF THE BUILDING OWNER.**