

# GE Enduris™ Roof Restoration Coating Product Plus 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	Batch number
Roof area		Project completion date

#### WARRANTY

Subject to the conditions, exclusions and limitations set forth in this document, for a period of 25 years from project completion date, Momentive Performance Materials USA LLC ("Momentive") warrants that the roof coating (Product) selected for the project referenced above (the "Project") will, if properly stored, installed and applied as instructed on the Product Technical Data Sheet ("TDS") and/or Product Guide Specification to a minimum dry film thickness of 40 mils, meet the physical characteristics as shown on the TDS for the Product in effect at the time of sale. If Momentive determines that the Product failed to comply with this Limited Warranty, Momentive's sole liability under this warranty is to provide material to replace that which is determined to not meet the physical characteristics as shown on the TDS, plus installation of the replacement material. Product includes other Momentive products such as basecoat, primer, Liquid Flashing or sealants, but not products manufactured and sold by others. Labor costs are the responsibility of the GE Silicones Authorized Applicator (AA) for the first five (5) years after completion of the project and will be reimbursed to the AA for installation made after the first 5 years. Project Owner is required to notify Momentive in writing at the address shown below, within 30 days of discovery of the alleged defect, and provide Momentive access to Project to inspect any areas with alleged defective product at any such time as may be reasonable.

## **WARRANTY CLAIM PROCEDURES AND REMEDIES**

Immediately upon discovery of (in no event later than 30 days from) any claimed failure of the Coating, Building Owner will notify Applicator at the number/address above and Momentive Warranty Administration at 800-428-7964 or <a href="mailto:roofwarranties@momentive.com">roofwarranties@momentive.com</a>. Building Owner will promptly follow any verbal notice with written notice. Building Owner will have in place a maintenance agreement with the GE Silicones Authorized Applicator. The maintenance agreement will provide inspections by the AA at least once per year with a written or electronic record of the inspection findings, any recommended repairs, and documentation that the repairs were completed by the AA. Failure to notify Momentive and the Applicator of leaks within 30 days of discovery will void the warranty. No repairs to or replacement of the Coating shall extend the Warranty Period. 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 Limited Warranty. Building Owner shall be responsible for the cost to move any rooftop equipment in order to investigate the claim or to make repairs. Failure to pay for inspection and repairs costs of excluded items will void the warranty.

### **EXCLUSIONS AND LIMITATIONS**

Momentive shall not be liable under this Limited Warranty or otherwise for:

Fire, cracks, blisters, delamination, deficiencies, or openings in the underlying roofing system; 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 for this project with written documentation of acceptance included in the project files.

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- 2. Natural causes including but not limited to damage as a result of Acts of God including but not limited to floods, lightning, wind storms, hail, hurricanes, tornadoes, earthquakes or other extraordinary or unusual events.
- 3. 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.
- 4. Alterations or additions to, encroachment upon, or erection of structures on the roofing system unless performed by Applicator or otherwise approved in advance in writing by Momentive; or any use of the roofing system other than for its intended purpose.
- 5. Damage to or failures caused by over-structures or overburdens (e.g. solar panels, HVAC equipment, telecommunication dishes or antennas, etc.).
- 6. 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 emissions from any other type of manufacturing plant.
- 7. 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 Limited Warranty.
- 8. Color changes (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.
- 9. Temporary repairs to the roof restoration coating or the underlying roofing system made by non-Momentive approved personnel.
- 10. Specific areas of the roof that are excluded from warranty coverage, if listed here

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.

#### TRANSFER OF WARRANTY

This Limited Warranty is transferable only (1) to a new owner of the Building; (2) if Momentive is notified within 30 days of sale; (3) if Momentive is satisfied that the intended use of the property by the transferee will not impair the roof restoration coating and (4) if Momentive acknowledges in writing the transfer of this warranty to the new Building Owner. A \$500 transfer fee may apply. Transfer must be registered with Momentive or the warranty will be void.

#### **GOVERNING LAW**

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

Note: Limited Warranty is not in effect until signed by an authorized representative of Momentive. Momentive shall have no obligation under this Limited Warranty during any period in which bills for materials, installation, services, supplies or warranty fees, owed to Momentive, any other supplier of Momentive material, or to the Applicator are outstanding.

Momentive Performance Materials USA LLC	Date:
SAMPLE ONLY	Title:



## GE Silicones Enduris™ Silicone Roof Coatings OWNER CARE & MAINTENANCE INFORMATION SHEET

You have made a significant investment in your roof. To aide 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 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.