

# GE Enduris\* 3500 silicone roof coating Roof Restoration Warranty - 20 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

Momentive Performance Materials USA Inc. ("Momentive" or the "Company") produced and sold a silicone coating grade GE Enduris 3500 silicone roof coating series (the "Product") for the project referenced above (the "Project"). The Product(s) offers a variety of physical characteristics. Specifically, Momentive Performance Materials warrants to the building owner (the "Owner") for a period of **twenty (20) 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. Momentive 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 Momentive Performance Materials' 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 Momentive or one of its franchised distributors are supplied upon request to Momentive indicating a sufficient quantity of the Product has been purchased for the Project as determined using Momentive's published application guidelines and procedures; and
- (f) The Limited Warranty only applies to use of GE Enduris 3500 silicone roof coating 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 Momentive's prior written approval of the substitute materials for compatibility and adhesion.

#### **EXCLUSIONS AND LIMITATIONS**

Momentive Performance Materials USA Inc. ("Momentive" 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 Momentive; 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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### Roofing Limited Labor & Materials Warranty

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 Momentive 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 sole responsibility.
9. This Limited Warranty becomes effective only upon payment in full to Momentive, 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 Momentive within 30 days of the discovery of the claimed defect and provide Momentive 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, Momentive 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 Momentive's standard procedures.

**MOMENTIVE 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 MOMENTIVE 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 Momentive, 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 Momentive be liable for expenses for other work, loss or profit, and special, consequential, incidental or exemplary damages of any nature.



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### Roofing Limited Labor & Materials Warranty

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 Momentive and Approved Applicator of any claimed roof system failure.
- b) Owner will confirm oral notice of claimed roof system failure(s) to Momentive in writing by certified mail to MOMENTIVE PRIOR TO THE WARRANTY EXPIRATION DATE.
- c) Owner hereby gives Momentive 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 Momentive 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 Momentive 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 Momentive and/or Approved Applicator, in their sole discretion, following such inspection; and (3) if Momentive 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 Momentive 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, Momentive'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 Momentive Performance Materials USA Inc. and by Owner and Approved Applicator of record; Momentive signing last.**

\_\_\_\_\_  
Owner

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Momentive Performance Materials

\_\_\_\_\_  
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 GE Enduris 3500 Silicone Roof Coating, GE Enduris Seam Sealant, GE SilPruf\* and/or GE UltraSpan\*. To ensure proper and expected future performance, it is imperative that all Momentive GE Silicone Roof Coating preparation instructions and application techniques are followed. Using other methods or materials that are not approved may void the warranty.

### DISCLAIMER:

THE MATERIALS, PRODUCTS AND SERVICES OF MOMENTIVE PERFORMANCE MATERIALS INC. AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "SUPPLIER"), ARE SOLD SUBJECT TO SUPPLIER'S STANDARD CONDITIONS OF SALE, WHICH ARE INCLUDED IN THE APPLICABLE DISTRIBUTOR OR OTHER SALES AGREEMENT, PRINTED ON THE BACK OF ORDER ACKNOWLEDGMENTS AND INVOICES, AND AVAILABLE UPON REQUEST. ALTHOUGH ANY INFORMATION, RECOMMENDATIONS, OR ADVICE CONTAINED HEREIN IS GIVEN IN GOOD FAITH, SUPPLIER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, (i) THAT THE RESULTS DESCRIBED HEREIN WILL BE OBTAINED UNDER END-USE CONDITIONS, OR (ii) AS TO THE EFFECTIVENESS OR SAFETY OF ANY DESIGN INCORPORATING ITS PRODUCTS, MATERIALS, SERVICES, RECOMMENDATIONS OR ADVICE. EXCEPT AS PROVIDED IN SUPPLIER'S STANDARD CONDITIONS OF SALE, SUPPLIER AND ITS REPRESENTATIVES SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY USE OF ITS MATERIALS, PRODUCTS OR SERVICES DESCRIBED HEREIN. Each user bears full responsibility for making its own determination as to the suitability of Supplier's materials, services, recommendations, or advice for its own particular use. Each user must identify and perform all tests and analyses necessary to assure that its finished parts incorporating Supplier's products, materials, or services will be safe and suitable for or waive any provision of Supplier's standard Conditions of Sale or this Disclaimer, unless any such modification is specifically agreed to in a writing signed by Supplier. No statement contained herein concerning a possible or suggested use of any material, product, service or design is intended, or should be construed, to grant any license under any patent or other intellectual property right of Supplier covering such use or design, or as a recommendation for the use of such material, product, service or design in the infringement of any patent or other intellectual property right.



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