

## **GE Enduris\* Roof Restoration Coating 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 3502	Warranty Period	10 years
Coating thickness	21 mils	Warranty Start Date	
Roof area		Warranty End Date	

### WARRANTY

Subject to the conditions, exclusions and limitations set forth in this document, Momentive Performance Materials USA LLC ("Momentive") warrants to the Building Owner that, for the duration of the Warranty Period starting from the Warranty Start Date, the GE Enduris roof restoration coating (the "Coating") will perform as a watertight membrane from rain, snow or other precipitation. This Warranty applies to defects in, deterioration of, and improper installation of the Momentive Coating used in conjunction with other Momentive products (basecoat, primers, Liquid Flashing, or sealants).

## **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 authorizes, and will allow, Momentive to inspect the Building at intervals during the warranty and before any modifications, alterations, repairs or changes to the roof have been made. Failure to notify Momentive and the Applicator of leaks within 30 days of discovery will void the warranty.

If Momentive determines that the Coating failed to comply with this Limited Warranty, Momentive shall provide for the Coating to be replaced at its expense (necessary material and labor included). This is the sole and exclusive liability of Momentive and remedy for Building Owner. 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 or overburden in order to determine the cause of leaks 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:

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 for this project.

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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: N/A

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 Applicator, Building Owner and 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.

Applicator Name	Date:	
Signature	Title:	
Building Owner Name	Date:	
Signature	Title:	
Momentive Performance Materials USA LLC	Date:	
SAMPLE	Title: Sr. Portfolio Marketing Manager	



# GE Enduris\* Roof Restoration Coating Labor & Material Warranty OWNER CARE & MAINTENANCE INFORMATION SHEET

You have made a significant investment in your roof. For the 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.

Note that many Momentive Authorized Applicators offer roof maintenance programs.

INSPECT your roof at least twice per year (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 IN WRITING of any such repairs.
- 4. 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.
- 5. 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**.

# 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 cause of the leak, contact Applicator and Momentive Warranty Administration. Please remember that **THE COST OF INVESTIGATION AND REPAIR OF LEAKS OUTSIDE THE SCOPE OF THE WARRANTY ARE THE RESPONSIBILITY OF THE OWNER**.

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