

Roof X Tender® 985 Super Silicone 50 Year Limited Material Only Warranty

1. WARRANTY:

For the term of this limited warranty indicated above (50 Years) and commencing from the Date of Purchase, Roof X Tender®, (“RX”), a New Jersey company, warrants to the above Owner (“Owner”), subject to the terms and conditions set forth herein, that the RX Silicone Coating (“RXSC”), when properly installed over a properly prepared and sound substrate (where substrate is expected to last the length of the warranty term) at the above-described address, will last 50 years on the surface it is applied to, subject to the strict adherence to RX’s reflective coating application instructions and maintenance requirements.

This warranty is strictly limited to the RXSC only. If RXSC does not meet the warranty standard, RX will replace the RXSC at no cost to the purchaser for the affected area of the roof. Replacement of RXSC for the affected portion of the roof shall be the Owner’s SOLE AND EXCLUSIVE REMEDY against RX. Proof of Purchase is required with original receipt. This warranty specifically excludes cost of labor or labor of any kind, brushes, rollers, cleaners, repair or replacement of the roof deck, substrate, deflection, drains or other products, structures or roofing components necessitated by installation or replacement of RXSC warranted herein and are NOT included in or covered by this warranty.

2. OWNER RESPONSIBILITIES:

A. **Notice of Claim:** If during the term of this warranty a defect in the RXSC at the above-described Project, Owner, as a condition precedent to the enforceability of this warranty, shall, within 30 days after the defect is first discovered or should have been discovered with the exercise of due diligence, deliver to RX (1) written notice of the leak and warranty claim to RX’s Warranty Department along with (2) Original receipt and (3) a copy of this warranty, which must include Owner’s original signature in the space provided below. All notices to RX’s Warranty Department shall be delivered to RX Warranty Services, 15 E. Union Ave., East Rutherford, NJ 07073. Owner’s strict compliance with the notice obligations is a condition precedent to RX’s obligations under this warranty.

B. **Owner is Responsible for Routine Roof Maintenance:** This warranty is neither a maintenance agreement nor an insurance policy. Routine inspections and maintenance of all roofing materials must be completed by the Owner. These inspections shall, at a minimum, take place on a semi-annual basis and be documented with records. Routine inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc. and shall be the Owner’s responsibility. Owner’s obligations to conduct and document routine roof maintenance are conditions precedent to RX’s obligation to perform under this warranty.

C. **Inspection/Fee:** By delivering a written Notice of Claim to RX, Owner authorizes RX to investigate within a reasonable time the cause of the alleged defect. If the alleged defect does not meet the warranty standard, the costs of such inspection shall be borne by RX. If the investigation reveals that the alleged defect does meet the warranty standard, Owner shall pay a \$25.00 Inspection Fee plus travel expenses within 30 days of receipt of RX’s invoice for same. If repairs not covered under this warranty are recommended by RX for the proper performance of the RXSC, Owner must complete such repairs at its sole expense in order for this warranty to remain in effect. If Owner declines to make the repairs recommended by RX, RX shall be relieved of any obligation to perform under this warranty.

D. **Repairs:** All repairs or coatings used on top of the RXSC must be completed as specified by RX. If any other product(s) is used this warranty shall immediately become null and void.

- Over-

Cut Along dotted line and mail registration card to address indicated below. Please print on legal size paper.

Roof X Tender® 985 Super Silicone 50 Year Limited Material Only Warranty Registration Form

Complete and detach at dotted line and mail to:

Roof X Tender® Warranty Department
15 E. Union Ave.
East Rutherford, NJ 07073

Term of Warranty: 50 YEARS

Date of Purchase: _____ Area of Roof (Squares)!: _____

Product Name Used: _____ Product Quantity Used: _____

Project Name: _____

Project Address: _____

Owner Name: _____

Owner's Address: _____

Owner's Phone: _____ Owner's Fax: _____

Contractor: _____

Contractor's Address: _____

Contractor's Phone: _____ Contractor's Fax: _____

3. OTHER TERMS AND CONDITIONS:

- A.

EXCLUSIONS: The items of damage excluded from coverage under this warranty include, but are not limited to, the following:

 - Damage failure or leaks caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, tornadoes, hurricanes, or other winds or gusts exceeding Force 7 on the Beaufort scale, earthquakes, lightning, hail, fire, etc.
 - Damage or failure in any manner caused or contributed, directly or indirectly by leaks, moisture infiltration, watertight capabilities or water damage.
 - Damage or failure in any manner caused or contributed, directly or indirectly by improper preparation of the substrate, improper installation or application of the RXSC, misuse, abuse, falling objects, tools, foot traffic, work completed by other trades, additional equipment or sign installations, etc.
 - Damage or failure caused by deck deflection, clogged drains or lack of adequate drainage to promptly and readily remove water from the roof, including ponding water areas, as defined by the NRCA.
 - RX has no control over application and therefore cannot warrant application or labor of any kind.
 - Incidental or Consequential Damages including, but not limited to, structural damage to real or personal property, and any and all issues related to mold growth, bacterial growth, etc.
 - Damage or failure in any manner caused or contributed to by:
 - Settlement, cracking, warping, expansion, contraction, deflection, or other movement of the roof deck, roof insulation, walls, foundations or any other part of the structure.
 - Movement of metal work used in conjunction with the roof membrane.
 - Solid or liquid deposits of any substance, such as animal droppings or excretions, oils, grease, acids, chemicals, etc.
 - Infiltration or condensation of moisture in, through, or around the walls, copings, building structure or underlying or surrounding materials.
 - Traffic of any nature over the roof membrane or its use as a storage area or recreational surface or for any other similar purpose.
 - Cosmetic imperfections in appearance are not covered under this warranty and do not constitute a defect or failure.
 - This warranty is exclusively intended to cover the field of the roof membrane and does not cover leaks, walls, equipment, or ductwork on the roof.
 - Damage to or caused by the existing roof deck.
- B.

UNAPPROVED REPAIRS, ALTERATION AND ADDITIONS: With the sole exception of Owner emergency repairs referenced herein, all other repairs, alterations and/or additions to the roof membrane, its components and equipment, signs or other objects residing on roof membrane, must be approved in advance and in writing by RX for the continuation of this warranty. All repairs, alterations or additions so approved must be completed in accordance with RX specifications as required by RX to maintain this warranty. RX will use best efforts to respond to requests for approval within 30 days of receipt of same from Owner. FAILURE BY OWNER TO OBTAIN PRIOR WRITTEN APPROVAL FROM RXT FOR ANY SUCH REPAIR, ALTERATION OR ADDITION SHALL VOID THIS WARRANTY, CONSTITUTE A WAIVER OF CLAIM AND RELIEVE RXT OF ANY FURTHER OBLIGATION UNDER THIS WARRANTY.
- C.

SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this warranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D.

LEGAL LIMITATIONS: This warranty is extended only to the named original Owner and is not transferable. THE ENFORCEABILITY OF THIS WARRANTY BY OWNER IS STRICTLY CONDITIONED UPON RXT'S WRITTEN EXECUTION OF THIS WARRANTY ON THE SIGNATURE LINE BELOW AND OWNER'S COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS WARRANTY INCLUDING, BUT NOT LIMITED TO, OWNER'S SATISFACTION IN FULL OF ANY AND ALL OBLIGATIONS HEREUNDER OR BILLS OWING FOR MATERIALS AND INSTALLATION, INCLUDING ANY AND ALL WARRANTY FEES DUE TO RX. No representative, employee, AAC, or agent of RX, or any other person, has the authority to assume for RX any additional or other liability or responsibility.
- E.

DISCLAIMER: THIS WARRANTY SUPERCEDES AND IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER OBLIGATIONS OR LIABILITY OF RX. THIS WARRANTY SHALL BE OWNER'S EXCLUSIVE REMEDY AGAINST RXT AND ITS AFFILIATES. NEITHER RX NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER BASED IN NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, OR ANY OTHER THEORY. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods is inapplicable. As a condition precedent to litigation, any controversy or claim arising out of or relating to this warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, RX agrees, and Owner's purchase of this warranty constitutes its agreement, that the exclusive venue for any dispute between them shall be brought in a court of competent jurisdiction seated in East Rutherford, NJ. This warranty shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws. RX irrevocably consents, and Owner's purchase of this warranty constitutes its irrevocable consent, to the jurisdiction and venue of the above identified courts.
- RX does not practice Engineering or Architecture. Neither this warranty nor any review of the building's construction or inspection of roof plans or inspection of the Building's structural roof deck by RX representatives shall constitute any warranty or guaranty by RX of such plans, specifications and construction or in any way constitute an extension of the terms of this warranty. Any roof inspections are solely for the benefit of RX. By its purchase of this warranty Owner agrees that RX may use any photography or videography taken prior to, during or after installation of the ARM for marketing and or training purposes.

Roof X Tender®

OWNER

[To Be Executed & Tendered by Owner w/Notice of Claim]

Owner's Signature

Date of Claim