

# Liquid Rubber®

## 5 year WARRENTY Liquid Rubber SealRoof T-300

- A. Liquid Rubber Worldwide (LWW) warrants to the Building Owner, hereinafter referred to as Owner, that for a period of 5 years from date of completion, said coating will not leak water due to product deterioration as the result of ordinary weather conditions. If the coating leaks as a result of product deterioration caused by ordinary weather conditions, LR agrees to supply at no charge all LWW product needed to repair said leaks. This warranty is expressly conditioned upon the Contractors obligation to apply the coating material in strict accordance with LWW's current published instructions covering surface preparation, application and precautions.
- B. LWW's liability to the Owner for any defect, failure, or deficiency which is covered by this warranty shall be expressly conditioned upon the Owner's obligation to notify LWW within five working days of the date that the Owner discovers defects. LWW shall then have the right to immediately inspect the defect, and if not given this right, the Warranty shall be terminated.
- C. This Warranty does not cover failure of the coating due to:
1. Damage to the coating, property, building or contents caused by fire, settlement, faulty construction or design, movement, misuse of structure, or other failure of the structure.
  2. Damage to the coating due to natural causes, including but not limited to floods, lightning, hail, windstorms, cyclones, hurricanes, tornadoes, earthquakes, or other extraordinary or unusual events.
  3. Damage to the coating resulting from cracks or openings in the roof substrate.
  4. Deficiencies in application, errors in roofing system, lack of positive drainage or any other latent defects.
  5. Vandalism, penetration or damage caused by third parties or foreign objects or agents including plant or animal life.
  6. Damage caused by repairs or alterations to, encroachment upon, or erection of any structure on the roof or any use of the roof other than for its intended purpose at the time the Warranty was issued.
  7. Exposure to standing or ponding water lasting more than 48 hrs.
- D. If the contractor fails to make payment to LWW and/or its Distributor, this Warranty shall be void.
- E. LWW will not be liable for any direct, indirect, consequential, incidental, special, or general damages of any kind from whatever cause that may arise as the result of deterioration of said coating, except to supply all LWW product in accordance with the Warranty. It is expressly understood and agreed that LWW shall in no way be deemed or held to be obligated, liable or accountable upon or under any guarantee or warranties, expressed or implied, including any implied Warranty of merchantability or fitness for a particular use, or otherwise beyond this express Warranty.
- F. Neither the issuance of the Product Warranty, nor any examination or inspection of the building or the plans and specifications thereof by LWW representatives, before or after completion of the roof system shall constitute approval of same or a waiver of any of the exclusions and/or conditions set forth herein.
- G. This Warranty is for the benefit of the initial purchaser, and shall not be transferable or assignable to any other persons, firms or corporations except with the prior express written consent signed and by a duly authorized officer of LWW.
- H. This Warranty is effective upon receipt of fully executed copy at LWW, 29 Kolonakiou 1<sup>st</sup> Floor, Limassol Cyprus.

### Terms, Conditions, Limitations and Definitions

1. If there is a failure, caused by deterioration of the Liquid Rubber Membrane, during the period that this Warranty is in effect caused by a defect in materials within the scope of this Warranty, LWW, at LWW's cost and expense, will repair the Liquid Rubber Membrane, or if repair is not feasible, replace such portion of the Liquid Rubber Membrane as requires replacement.
2. A failure shall be defined, for the purposes of this Warranty, as a cracking of the membrane, such cracks extending through the entire thickness of the membrane, separation of the membrane from the substrate over which it was applied.
3. Deterioration shall be defined, for the purposes of this Warranty, as a physical or chemical process whereby the membrane has lost more than 50% of its original cured elasticity or 50% of its original cured adhesion strength.
4. The Project Owner will provide LWW with written notice of any failure or defect and any claim under this Limited Warranty within five (5) days of the discovery of the failure or defect. Such notice shall be given by certified mail to Liquid Rubber Worldwide. **Corporate Office:** 29 Kolonakiou, 1<sup>st</sup> Floor, Limassol 4103 Cyprus.
5. This warranty is expressly conditioned upon the Contractors obligation to apply the coating material in strict accordance with LWW's current published instructions covering surface preparation, application and precautions. If LWW's investigation of any claim under this Limited Warranty reveals that LWW is not responsible under the terms of this Limited Warranty for the Project Owner's claim, the Project Owner shall promptly reimburse LWW for the investigation and repair costs incurred by LWW, and the Project Owner, at the Project Owner's cost and expense, shall make all repairs necessary to repair the Liquid Rubber Membrane. Failure by the Project Owner to reimburse LWW or to make the necessary repairs shall render this Limited Warranty null and void.
6. LWW shall have no obligation under this Limited Warranty, or any other liability, now, or in the future, if a failure of the Liquid Rubber Membrane is caused by: (a) natural forces disasters, acts of God, including, but not limited to hurricane, tornado, hail, lightning, earthquake, atomic radiation, insects or animals; (b) acts, conduct or omissions by any person which damage the Liquid Rubber Membrane, impair its ability to resist leaks or contribute to its failure, such as but not limited to inadequate curing; (c) failure by the Project Owner to use reasonable care in maintaining the substrate, including caulking, metal details, drains and coatings, all of which must be inspected at least twice yearly; (d) faulty construction, structural defects, settlement, deterioration, cracking or failure of other Project components, including, but not limited to, the substrate, copings, walls, flashing, structural members or building foundations; (e) intrusions into, punctures or alterations of the Liquid Rubber Membrane or the waterproofed surfaces following the application of the Liquid Rubber Membrane; (f) condensation or infiltration of moisture in, through or around walls, copings, rooftop penetrations, hardware, equipment, structures or underlying or surrounding materials for reasons other than a failure of the Liquid Rubber Membrane;