



# Pro-Tech Products Coating Product Warranty

Warranty Term	Dry Film Thickness
7 YEAR	25
12 YEAR	30
15 YEAR	35

Project Name							Effective Date
Address					City	State	Zip
Owner / Owner's Representative					Contact Name	Title	
Contractor							
Address					City	State	Zip
Product(s) Used							Phone

Dry Film Thickness

## TERMS AND CONDITIONS

Owner hereby acknowledges and agrees to the terms and conditions of this warranty as follows:

**1. PROTECH PRODUCT WARRANTY OBLIGATIONS.** Pro-Tech Products, Inc. (PTP) warrants to the original purchaser that the PTP products purchased and listed above are free of defects at the time of sale and meet published standards for the purchased materials for when applied, cured and tested in accordance with PTP's standard procedures for quality control. PTP's sole liability is limited to the cost of labor and materials needed to repair or replace the PTP product shown to be defective during the course of the Warranty term as defined in section 7 of these terms and conditions. This warranty is expressly conditioned upon original purchaser's obligation to have the products applied in strict accordance with PTP's current published instructions covering surface preparation, product application and precautions. If PTP determines during the course of inspection and investigation of any alleged defect or damage that the products were not applied pursuant to PTP specifications, then PTP shall have no obligation to repair or replace the allegedly defective product.

**2. EXCLUSIONS AND LIMITATIONS.** This product warranty is an exclusive remedy agreement in lieu of any and all other material warranties, express or implied. By selecting this Warranty, you agree that you are waiving any right to seek damages or other legal remedies against PTP under any statutory or common law theory of liability, including any theory of liability under any implied warranty(ies). This exclusive remedy provision shall be enforceable to the maximum extent permitted by law in the State of Arizona. This Warranty is not an insurance policy, maintenance agreement or service contract

- PTP shall not be liable or obligated to provide repairs for damage caused by or due to:
  - Damage to the product due to improper handling or storage after shipment.
  - Damage to the product, property, building or contents caused by fire, settlement, faulty construction or design, movement, misuse of structure, or other structural failure.
  - Damage to the product due to natural causes, including but not limited to floods, lightning, hail, cyclones, full gale, hurricanes, tornadoes, earthquakes, or other extraordinary or unusual events.
  - Damage to the product resulting from cracks or openings in the roof substrate.
  - Improper preparation or defects in the substrate, errors in the construction or design of the roofing system, surface alteration, or other latent defects.
  - Vandalism, penetration or damage caused by third parties or foreign objects or agents, including plant or animal life.
  - Negligence that causes or worsens damage to the covered systems or material.
  - Failure to give prompt notice to PTP regarding any defect or damage.
  - Failure to follow or comply with plans and specifications or building codes.
  - Pre-existing failures or pre-existing conditions in the building or existing roofing system.
  - Any defect or damage reported more than five days after the expiration of this Warranty's term.
  - Prolonged standing or ponding water.
  - Failure to provide for adequate drainage, or failure to promptly correct drainage system failures.
  - Damage caused by repairs or alterations to, encroachment upon or erection of structure on the roof or any use of the roof other than for its intended purpose at the time the Warranty was issued.
  - Color changes in the product as the result of normal weathering or atmospheric conditions.

**3. TRANSFER OF WARRANTY.** Transfer request of this warranty to a new owner may be made only if the transfer is acknowledged in writing by PTP to the new Owner. All transfer requests are at sole discretion of PTP.

### 4. OWNER OBLIGATIONS.

- In the event of damage or failure caused by any occurrence listed in section 2, Owner shall, at his own expense, repair or correct such damage and shall notify PTP of such damage and repairs in writing. Failure to make such repairs within 60 days may void this warranty.
- Warranty coverage is expressly conditioned upon immediate notification by Owner to PTP (both verbally and in writing) of any and all claims for material failures under this warranty so that an inspection may be timely made. This Warranty shall be void if PTP or its agents are not permitted to perform inspections or if PTP's reasonable recommendations are not followed.
- If the Owner cannot verbally contact PTP, and if damage to the building is imminent or threatens health and safety, Owner may (and should) make temporary repairs, provided that PTP shall not be held responsible or obligated in any way for repairs made by third parties.
- Owner's failure to pay, when due, the full contract price for materials voids this warranty.
- Good roofing preventive maintenance and practice requires the Owner or his representative to inspect the roof semi-annually during the warranty period, and to perform maintenance as needed and in accordance with industry standards. Failure to inspect and maintain the roofing system may void this warranty.

**5. ARBITRATION PROVISION.** Any and all claims, disputes and controversies by and between the purchaser (and any agents or assigns), PTP, and the contractor, or any combination of the foregoing, arising from, touching and concerning, or relating to this Warranty, including without limitation any claims of negligent or intentional misrepresentation and related causes of action, negligence, breach of contract, breach of the covenant of good faith and fair dealing, consumer fraud, and/or nondisclosure in the inducement, shall be settled by binding arbitration with the American Arbitration Association. Agreeing to arbitrate means you are waiving any rights to file a lawsuit or have a jury trial. The American Arbitration Association will conduct the arbitration in accordance with its Construction Industry Arbitration Rules in effect as of the date of this Warranty. This Arbitration Provision is binding and shall inure to the benefit of the purchaser, PTP, and any party alleged to be liable or responsible for this Warranty or any alleged defect in the covered material or system. This Arbitration Provision shall be deemed a self-executing arbitration agreement, and any disputes regarding the interpretation or performance of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, any defense based on waiver, estoppel or laches, shall be decided by the arbitrator. All administrative fees and the arbitrator's fees shall be borne equally by the parties. Whenever possible, the arbitration shall occur at the site of the alleged defect and/or damage. The prevailing party in any arbitration shall be entitled to reasonable attorneys' fees.

**6. MISCELLANEOUS.** The foregoing warranty shall constitute PTP's sole and exclusive liability in connection with the purchase and use of PTP materials. This warranty shall be interpreted according to the laws of the State of Arizona.

**7. TERM.** The length of this warranty is determined solely by the dry film thickness of the PTP product upon proper application, as set forth in the table above. The warranty term commences on the date of the purchase of the warranted PTP products by the original purchaser. Owner must provide proof of purchase of the PTP product in order to invoke warranty coverage.