



# Pro-Tech Products System Warranty

Warranty Term	Dry Film Thickness	Foam Thickness / Density
10 YEAR	27	Minimum 1" / 2.8 lb.
15 YEAR	40	Minimum 1.5" / 2.8 lb.
20 YEAR	45	Minimum 2" / 3 lb

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

Dry Film Thickness

Foam Density

Foam Thickness

## TERMS AND CONDITIONS

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

**1. PROTECH WARRANTY OBLIGATIONS.** Pro-tech Products Inc. ("PTP") expressly warrants that the Pro-tech Roof System (PTP coating and foam applied by a PTP Certified Contractor) will remain free of water leaks due to deterioration caused by ordinary weathering of any component of the System for the duration of this warranty.

- The warranty term is determined according to the coating dry film thickness (DFT) and foam thickness/density as set forth in the chart above and verified by a PTP-authorized inspector.
- PTP will, at no expense to the owner, repair the PTP roof system to correct any water leaks due to the deterioration of the PTP Roof System.

**2. EXCLUSIONS AND LIMITATIONS.** This is an exclusive remedy agreement in lieu of any and all other 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. If you have a mortgage on your property, your lender may require certain types of insurance coverage, and this is not it.

- 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.
  - 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.
- Owner shall permit PTP, at its option, to periodically inspect the PTP Roof system and shall provide access to PTP and/or its inspectors or agents with reasonable access to conduct the inspection.
- Warranty coverage is expressly condition upon immediate notification by Owner to PTP and the PTP Certified Contractor (both verbally and in writing) of any and all claims for repairs required 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/or the PTP Certified Contractor, 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 installation of the roof system 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 the PTP Roof System. The Warranty shall be effective as of the date of completion of the Roof System and PTP's inspection of the Roof System. This warranty shall be interpreted according to the laws of the State of Arizona.

FOR PROTECH PRODUCTS, INC.

Name and Title

Date