



20 YR LIMITED MATERIAL WARRANTY

WARRANTY CERTIFICATE NO:
ISSUE DATE:

This limited warranty from Ever Performance Polymers Corp., dba "EVERROOF" ("EVERROOF") warrants solely to the original purchaser* (*The term 'original purchaser' as used in this warranty means that person, corporation or entity who owned the property when the products covered by this warranty were sold) that the EVERROOF brand materials, when shipped from the plant, were of good quality and met EVERROOF's then-established product specifications and were free from manufacturing defects. EVERROOF does not warrant or guarantee the workmanship performed by any person or firm installing its products and any failure caused thereby shall remain the sole responsibility and liability of the applicator. EVERROOF's obligation under this warranty is limited solely to the remedy of replacement of products, which may prove defective in manufacture within ten (10) years from the date of installation and which our examination shall disclose to our satisfaction to be thus defective. EVERROOF's maximum liability shall not to exceed the buyer's original cost of EVERROOF materials only and such value of the original purchase shall be reduced by a percentage equal to the expired warranty period divided by the full warranty period.

Within three (3) months prior to the 5 year anniversary of the Substantial Completion Date, Project Owner shall submit a written request to EVERROOF to have an authorized EVERROOF representative meet with the Project Owner at the project site for the purpose of conducting a full inspection. The inspection requires payment of \$500, plus travel expenses to EVERROOF as an inspection fee. Any damage to the EVERROOF System not covered by this Material Warranty must be repaired, at Project Owner's expense, to bring the roof up to EVERROOF's current system requirements within thirty (30) days of the inspection. Once all repairs have been completed to EVERROOF's satisfaction, this Material Warranty shall continue for the remainder of the Material Warranty period.

If the first five-year extension has been obtained, then a second five-year extension may be obtained if EVERROOF is notified in writing of a request for extension by certified mail, return receipt requested, no sooner than fourteen years and six months and no later than fourteen years and ten months from the effective date on this limited warranty. For the second five-year extension request to be considered, an EVERROOF approved inspector, must, at the Property Owner's expense, inspect the above referenced address to assess the condition of the roof coating system. The inspection requires payment of \$500, plus travel expenses to EVERROOF as an inspection fee. A recommendation will be made at that time as to the necessary steps, if any, which must be completed in order to extend the term of the limited warranty. These recommendations could include, but are not limited to, repairs of newly opened cracks or recoating of the existing surface to maintain the integrity of the EVERROOF Coating System. When all recommendations have been agreed to and completed to the satisfaction of EVERROOF, and the recommendations paid for, the second and final five-year extension shall be issued.

THERE ARE NO OTHER WARRANTIES BY EVERROOF OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS. EVERROOF shall not be liable for damages of any sort, including remote or consequential damages resulting from any claimed breach of any warranty whether expressed or implied. EVERROOF shall not be responsible for use of this product in a

PROJECT NAME: _____
Address _____
City, State Zip _____

APPLICATOR: _____
Company Name _____
Address _____
City, State, Zip _____
E-mail: _____ **Tel:** _____

DATE OF SUBSTANTIAL COMPLETION:	
EVERROOF SYSTEM APPLIED:	
SQUARE FEET:	
SUBSTRATE:	

manner to infringe on any patent held by others. This warranty shall not apply to any of our products which have been subjected to modification, adulteration, alteration, expiration, improper storage and handling, abuse, or misuse. EVERROOF also does not warrant any products, parts, accessories not supplied by EVERROOF. In addition, no warranty or guarantee is being issued with respect to appearance, ponding water, inter-coat adhesion, weathering, discoloration, changes in appearance due to subsurface oils, asphalt, or coal tar, disfiguration, mildew, algae growth, color, fading, chalking, staining, shrinkage, peeling, abnormal or ordinary wear and tear, or improper application by the applicator. Damage caused by abuse, neglect, abnormal stresses, contraction, expansion, settlement, warpage, deflection, lack of proper maintenance, acts of nature, fire, and/or physical movement of the substrate or structure, and structural defects are also excluded from the limited warranty. This warranty also excludes any damage or failure caused by penetration, projectiles, falling objects, foreign objects or agents, any third parties (including plant, insect or animal life), vapor drive, biological agents, fatty acids, infiltration or condensation of moisture in, through or around walls, copings, wall structure, reglets, underlying substrate or contiguous building materials, or any failure of the substrate over which any coating is applied, misuse of structure, inadequate drainage, or any other failure of the structure. EVERROOF reserves the right to conduct performance tests on any material claimed to be defective prior to any repairs by owner, general contractor, or applicator.

In addition, EVERROOF shall have no liability for any damage to the building or other components of the building, nor for any consequential or incidental damages including, but not limited to, the contents of the building, lost profits, sales or revenues, loss of use of the building, cost of capital, cost of a substitute building, facilities or services, downtime costs or claims of tenants of the building for such damages or personal injury. Project Owner shall be responsible for removing any obstacles or obstructions that may impede or prevent any repairs or inspections.

The performance of repairs under this limited warranty will not extend the running of the warranty period. As a condition precedent, all materials must have been properly installed by a qualifier licensed and experienced roofing contractor, and applied in amounts meeting the minimum mil thickness requirements set forth in EVERROOF's cool roof coatings systems for warranty coverage, and properly maintained in accordance with the recommendations set forth in the National Roofing Contractor Association's Guidelines for Cool Roof Coatings. To make a claim, Project Owner must send written notice to Everroof, 8550 W. Desert Inn Rd., Ste. 102-520, Las Vegas, NV 89117, certified mail, return receipt requested, as soon as any defects are discovered, but not later than seven (7) days after discovery. All claims require a prepaid \$500 inspection fee.

EVERROOF Product Data Sheets are the results of tests made by our laboratory or an independent laboratory following lab scale equipment and instruments. This information is believed to be accurate but the testing with different equipment or other testing methods under dissimilar conditions may give substantially different results.

This limited warranty is made and entered into in the State of Nevada, and shall in all respects be interpreted, enforced and governed under the laws of said state without consideration or application of rules of conflicts of law.

This limited warranty becomes effective and remains valid, only when all outstanding invoices for the application, supplies, services and warranty of the EVERROOF materials have been paid in full to EVERROOF, its distributor, and the Applicator of the EVERROOF material.

PROJECT OWNER: _____
Name _____
Address _____
City, State, Zip _____
E-mail: _____ **Tel:** _____

EVERROOF
Name: Finlay Gow, President
Date: _____
Signature: _____

**THIS WARRANTY IS
ONLY EFFECTIVE
WHEN AFFIXED
WITH
EVERROOF'S
COMPANY SEAL**

Fax or mail-in copies not accepted

EMAIL TO: warranty@EverRoof.com