

SMARTCOAT™ LIMITED WARRANTY ON MATERIALS



Owner:
Owner Address:
Description of Building Use:
Building Address:
CT SMARTCOAT Specification No:
Applicator:
Applicator's Address:
Applicator's Phone:
Square Feet of Total Liquid-Applied Roof Area:
Coating Completion Date:
Warranty Expiration Date:

- ☐ 10-Years
- ☐ 15-Years
- ☐ 20-Years

COVERAGE

CertainTeed, LLC (CT) warrants to the original building owner (Owner) that the SMARTCOAT products included in the Specification listed above (Product), will remain free of manufacturing defects until the Warranty Expiration Date.

Should the Product prove to be defective in its manufacture, CT or its designated roofing contractor will, at CT's sole discretion, repair or replace the defective Product. Only manufacturing defects in the Product are covered by this Limited Warranty. After the first year, CT's maximum liability is the original cost of the Product determined by CT to be defective, reduced 5% for 20-year warranties, 6.67% for 15-year warranties, and 10% for 10-year warranties during each subsequent year, less any costs previously incurred by CT for replacement. In no event is CT responsible for any costs related to labor.

This Limited Warranty is expressly conditioned upon the following:

1. The accuracy of the contractor's representations as to the type of roof and condition of the roof at the time of installation; and
2. The contractor's adherence to CT's most current published specifications and application instructions.

NOTE: The Owner is responsible to repair leaks promptly to avoid water damage, including mold growth.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover leaks, damages, or injuries of any type, including, but not limited to, damage to roof insulation, roof decks, or other bases over which the Product is applied, attributable directly or indirectly to any of the following:

1. Natural disasters, including, but not limited to, cyclones, tornadoes, hurricanes or other winds exceeding 38 mph, lightning, earthquakes, flood, hail, or fire;
2. Falling objects, civil insurrection, war, riot, or vandalism;
3. Settlement, deflection, movement, moisture content, inadequate attachment, or other deficiencies of the roof deck, pre-existing roof system or coating, walls, foundations or any other part of the building structure, insulation, or other materials underlying the Product;
4. Failure of the Product caused or contributed by:
 - a. Maintenance, repair, or work on the roof unrelated to the Product, including, but not limited to, mechanical, electrical, plumbing;
 - b. Infiltration or condensation of moisture in, through, or around the walls, copings and metal components, pitch pans, building structure, or underlying or surrounding materials;
 - c. Traffic of any nature or use of the roof surface as a storage area, walking or recreational surface, or for any other similar purpose;
 - d. Movement or deterioration of metal work used in conjunction with the Product;
 - e. Deposits of solids, liquids, or foreign objects or agents, including plant or animal life, or any organic or inorganic solvents which may cause deterioration of the Product;
 - f. Building design or construction or cracks, deterioration, or openings in the roof substrate;
 - g. Lack of positive slope or inadequate drainage, to completely remove water from the roof system to prevent ponding water conditions on the roof system as defined by the NRCA (48 hours) and areas where water is allowed to drain onto the roof from air conditioning units or other rooftop equipment no matter the surface appearance at the completion of installation;
 - h. Installation over an improperly prepared or inappropriate substrate, including, but not limited to, wet, dirty, contaminated, and/or damaged surfaces;
 - i. Loose, defective, or improperly installed fasteners;
5. Failure to adhere to all CT application instructions, construction details, and SMARTCOAT Roof Maintenance Program as published at the time of installation;
6. Unauthorized application on excluded buildings or structures (see CT's General Recommendations);
7. Any change in the building's basic usage unless approved in advance in writing by CT;
8. Any use of roofing material of any kind or nature not approved in CT's published specifications in effect at the time of installation;
9. Placement of any additional structures on the Product, including, but not limited to, equipment or framework used in connection with air conditioning units, transmission and/or reception devices, signs, and/or water towers. This exclusion does not apply to the installation of a CT photovoltaic system when it is installed in accordance with the published installation instructions for the photovoltaic system on a low-slope roof;
10. Failure to maintain the watertight integrity of the Product. Owner must make repairs to non-warranted items that affect the watertight integrity of the roof system;
11. Testing/sampling of the Product by others;
12. Design and/or consulting errors or omissions by the Owner or their authorized representative;
13. Improper application of the Product over dirty or improperly prepared surfaces, including, but not limited to, surfaces retaining residue from organic decaying material, greases, or oils no matter the surface appearance at the completion of installation.

In addition, this Limited Warranty does not cover fading or other changes in color to the Product as a result of normal weathering or atmospheric conditions.

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ROOF MAINTENANCE

This Limited Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof system must be completed by the Owner on a regular basis and are the Owner's responsibility. Inspections by Owner shall take place at least on a semi-annual basis and shall be documented. Periodic inspections are the Owner's responsibility and shall include such things as making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, and removing standing water. Lack of regular maintenance shall void this Limited Warranty. For specific information on roof maintenance requirements please visit our website at www.certainteed.com.

UNAPPROVED REPAIRS, ALTERATIONS, ADDITIONS, OR DELETIONS

All repairs, alterations, additions, or deletions to any aspect of the roof that affects the Product or any material contiguous thereto must have prior written approval of CT Roofing's Warranty & Technical Services Department, 20 Moores Road, Malvern, PA 19355, (800) 396-8134 ext. 2. If Owner, without prior written consent of CT, makes or permits any repairs, alterations, additions, or deletions to the roof that affect the Product, all of CT's obligations, duties, and coverage under this Limited Warranty will terminate and the Limited Warranty will be voided.

NOTE: In the event an emergency condition exists which requires immediate repair to avoid damage to the building or its contents, Owner may make essential temporary repairs performed by a qualified roofer. CT will only reimburse Owner for essential temporary repair expenses that would have been covered under this Limited Warranty.

NOTICE OF CLAIMS

Any claim or request for CT to perform under this Limited Warranty must be made by the Owner to CT in writing to the above listed address, by email to rpg.t.services@saint-gobain.com, or by visiting www.ctroof.com within thirty (30) days of discovery of the alleged defect or CT will have no responsibility for repairs. Notification to a roofing contractor is not considered notice to CT. This notice of claim must include a general description of the alleged defect and a copy of your SMARTCOAT Roof Maintenance Program records. Owner shall grant access to the entire roof system as necessary for CT to investigate a claim, which includes, but is not limited to, the taking of samples that adequately demonstrate the alleged defect for testing by CT as part of the claim investigation. If access is not granted, CT shall have the right to determine, at its sole discretion, that this Limited Warranty is void as to that portion of the roof system to which access is denied. Should the investigation of the leak be determined not to be covered under this Limited Warranty, any costs associated with the leak investigation shall be the Owner's sole responsibility. This Limited Warranty will become void if costs associated with non-warranty findings are not paid in full within thirty (30) days of receipt of any CT invoicing. If it is determined that CT installation procedures have not been followed, or the required materials have not been installed, CT may cancel this Limited Warranty at any time.

NOTE: In the event an emergency condition exists which requires immediate repair to avoid damage to the building or its contents, Owner may make essential temporary repairs performed by a qualified roofer. CT will only reimburse Owner for essential temporary repair expenses that would have been covered under this Limited Warranty.

TRANSFERABILITY

This Limited Warranty is not transferable and terminates if the building is sold or ownership transferred.

EXCLUSIVE WARRANTY AND LIMITATIONS OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CT. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CT'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO PROVIDING REPLACEMENT PRODUCT OR REFUNDING THE ORIGINAL COST OF THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS THAT MAY OCCUR AS A RESULT OF THE USE OF CT'S PRODUCTS OR AS A RESULT OF A BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL CT'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT COVERED UNDER THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT TO THE OWNER OF THE PRODUCT THAT WAS ORIGINALLY INSTALLED. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

MODIFICATIONS OF COVERAGE

Except as noted herein, this Limited Warranty may not be modified, altered, or expanded by anyone, including product distributors, dealers, sellers, installers, contractors, and/or CT field representatives. Only CT Roofing's Commercial Technical Services Department is authorized to modify coverage provided by this Limited Warranty. Issuance of this Limited Warranty or review or inspection of plans, the building, or product application by a CT representative does not waive any exclusions or conditions of this Limited Warranty. Application of the Product materials that deviates from CT's published specifications and/or application instructions voids coverage, unless prior written approval is provided by CT Roofing's Commercial Roofing Technical Services Department.

EXAMINATION OR INSPECTION

CT does not practice engineering or architecture. Roof inspections made by CT or an authorized agent of CT or issuance of this Limited Warranty does not constitute an approval of the roof, roof design plans or specifications, or construction or installation of the roof. Roof designs, construction plans or installation of the roof system should be approved by the Owner or the Owner's professional. Any roof inspections performed by CT representatives are solely for the benefit of CT and do not constitute approval, representation, or warranty that the roof meets building code requirements.